

2.0

Environmental Scope of Work

Environmental Requirements

1. Contractor shall comply with all applicable provisions included in the PPEC/FERC permit applications, permit conditions, agency correspondence, and with all agency requirements. All commitments made and requirements in permit applications, permits and project documentation, including those construction-related items stating Company obligations (including the obligation to perform all Project-related work within the approved workspaces delineated by Company), shall be the Contractor's responsibility.
2. Contractor shall comply with any and all standards, requirements and laws of the applicable regulatory agencies having jurisdiction regarding any and all aspects of this project.
3. Prior to construction, Contractor will be required to prepare and submit a Construction Environmental, Health and Safety Plan for Company approval.
4. Contractor's project management personnel, on-site construction supervisors, safety and environmental coordinators and other applicable personnel shall be required to attend pre-construction meetings and training with the Company. The Company shall set the time and location for the meetings.
5. Contractor personnel shall include a trained Environmental Coordinator for each spread, to be on site at all times throughout the entire project. The Environmental Coordinator's background and experience shall be submitted for Company approval prior to commencement of work.
6. Contractor shall comply with all environmental permits, authorizations, clearances, regulations and permit application commitments.
7. All erosion/sediment control structures and other environmental mitigation measures shall be installed and maintained in strict accordance with permits and specifications.
8. Certain areas may be labeled "Do Not Disturb" or "No Access" on the construction drawings. Contractor shall ensure that there is no disturbance to such areas.
9. Contractor shall maintain access to all driveways, residences and businesses throughout construction, including those not shown on construction drawings. Contractor contract pricing shall include all required traffic control measures.

10. Contractor shall be responsible for keeping all public roads free of dirt and mud at all times. This includes providing street sweeping.
11. Contractor base lay pricing is based on burning cleared brush/timber. If burn bans are instituted by regulatory authorities, then Contractor's added price (per linear foot or acre) will be used for chipping and hauling chips to an approved off-site location. Payment will only be made for areas which require chipping and hauling.
12. In all cultivated agricultural areas and pasture areas, Contractor shall perform full right-of-way topsoil segregation.
13. Contractor shall strip and segregate topsoil in all agricultural areas (including all additional applicable temporary workspace areas), and in all areas requested by landowners as shown in right-of-way stipulations, prior to construction use. Erosion/sediment control structures shall be installed as required. Topsoil shall be returned to its pre-construction depth and restoration shall be performed at the end of construction.
14. Contractor's drilling pricing shall include drilling mud disposal at locations approved by Company.
15. Contractor is responsible for all elements of hydrostatic testing in its base lay price, including furnishing hydrostatic test water in accordance with the hydrostatic test section requirements provided. If waterbody sources identified by Company for hydrostatic testing are not sufficient for supplying water at the time of the hydrostatic test, then a change order shall be negotiated to account for additional Contractor cost. Contractor shall furnish, fabricate and install all necessary hydrostatic test manifolds. Contractor can "jump" water from pipeline segments to other pipeline segments if applicable. Discharge shall be performed in accordance with all environmental requirements and hydrostatic test discharge permits and shall not cause erosion or sedimentation to waterbodies/wetlands. Company shall supply all hydrostatic test discharge permits.
16. Contractor shall protect the waterbodies and wetlands highlighted in yellow within the document that is labeled "PPEC Facilities - Water Features Updated 12-23-08 FINAL" in accordance with the FERC Plan and Procedures. Protection will include (but not be limited to); employing mats to bridge over waterbodies and protect wetlands from rutting and mixing, install and maintain erosion control devices at boundaries of these wetlands/waterbodies, segregate topsoil over the trenchline (if required), re-seed with annual ryegrass, etc.
17. Contractor shall install and maintain appropriate erosion control devices (e.g.,

silt fence, haybale, berms, etc.) at the temporary workspace boundaries of all drilling pads. Contractor shall install plastic sheeting (minimum 30-mil) underneath all drilling locations (e.g. mud tanks, drill, fuel and water storage tanks, engines) that may potentially contain fuel or any other petroleum product with the potential to leak to the ground surface. Contractor shall place all mobile devices containing fuel tanks (e.g. portable pumps, generators, lighting plants, etc.) within approved secondary containment devices that are capable of safely containing 150% of the volume of fuel in its associated tank(s).

18. Contractor shall comply with PPEC's Unanticipated Hazardous Materials Encounter Plan and Plan for the Unanticipated Discovery of Cultural Resources and Human Remains.

Cleanup and Restoration

19. Company will document certain "punch list" items during construction, for items that have not been completed to Company's satisfaction. Contractor shall be responsible for completing all "punch list" items to Company's satisfaction as part of its Contract Pricing Schedule. Contractor shall be responsible for returning to the job sites after demobilization to complete clean up and restoration at no cost to Company, for all areas where Contractor's initial clean up and restoration efforts have not been successful (as determined by Company and/or regulatory agencies). This includes repair of any areas where trenchline settlement occurs.