

**MASTER SERVICES AGREEMENT  
AGREEMENT NO. CW2225263**

**DATED August 4<sup>th</sup>, 2020**

**FOR**

**NATURAL GAS PIPELINE SUPPORT SERVICES**

**(NAICS CODE(S): 213112**

**BY AND BETWEEN**

**FESCO, LTD**

**AND**

**ATMOS ENERGY CORPORATION**

## I. PARTIES

The parties to this Agreement are:

Atmos Energy Corporation, a Texas and Virginia Corporation (hereinafter referred to as "COMPANY") and FESCO, LTD, a Texas limited partnership (hereinafter referred to as "CONTRACTOR")

## II. EFFECTIVE DATE AND TERM

The Effective Date of this Master Service Agreement No. CW2225263 is October 1<sup>st</sup>, 2020 and will terminate on October 31<sup>st</sup>, 2025, unless terminated earlier pursuant to its other provisions.

## III. PURPOSE

The purpose of this Master Services Agreement ("Agreement") is to establish the complete terms and conditions for performing Work that may be authorized by a Task Request Form or Purchase Order issued pursuant to this Agreement. CONTRACTOR agrees to be bound by and comply with the terms of this Agreement, including any and all documents incorporated herein as well as any amendments and/or supplements to the Agreement, in the event Work is assigned to it as provided for below.

## IV. DEFINITIONS

COMPANY Group: The term "COMPANY Group" means COMPANY, its subsidiaries, divisions, and affiliates, and all officers, directors, partners, limited partners, shareholders, associates, related firms and entities, employees, servants, representatives, and agents of COMPANY and of each such subsidiary, division, or affiliate.

CONTRACTOR Group: The term "CONTRACTOR Group" means CONTRACTOR, all subcontractors of any tier employed by CONTRACTOR, and all affiliated or related firms and entities, officers, directors, partners, limited partners, shareholders, associates, employees, servants, representatives, and agents of each.

DELIVERABLES: The term "Deliverables" refers to any documentation, drawings, reports, presentation, or any other work product that may be required by COMPANY and prepared by CONTRACTOR in response to the Scope of Work as defined in this Agreement.

PURCHASE ORDER: The term "Purchase Order" means a written document issued pursuant to this Agreement by COMPANY that identifies and authorizes Work to be performed or Products to be purchased. A Task Request Form or Purchase Order cannot: (1) modify the basis for the compensation to be paid; (2) add to or modify the compensation provision of the Agreement; or (3) add to or modify any term or condition of this Agreement. A Task Request Form or Purchase Order may, however, contain Work information, specifications, and specific billing advice.

TASK REQUEST FORM: The term "Task Request Form" means a written document issued pursuant to this Agreement by COMPANY's contract coordinator that identifies and authorizes Work to be performed. A Task Request Form cannot: (1) modify the basis for the compensation to be paid; (2) add to or modify the compensation provision of the Agreement; or (3) add to or modify any term or condition of this Agreement. A Task Request Form may, however, contain Work information, specifications, and specific billing advice.

UNMANNED AIRCRAFT SYSTEMS (UAS): The term "Unmanned Aircraft Systems" or "UAS" includes all elements required for flight, including, but not limited to, ground control stations, data links, dashboards, applications, survey equipment and the unmanned aircraft vehicle or drone of the subject unmanned system.

WORK: The term "Work" means all labor, materials, equipment, transportation, facilities, and/ or services necessary to perform the Work described in any Task Request Form issued pursuant to this Agreement.

WORK SITE: The term "Work Site" means location(s) described in a Task Request Form where the Work is to be performed.

## **V. ASSIGNABLE SCOPE OF WORK**

The type(s) of Work or services to be performed by CONTRACTOR pursuant to a Task Request Form is limited to the following (the "Scope of Work"):

Provide support to COMPANY's pigging operations, separation of Effluents from pipeline, flaring of natural gas; design / professional recommendations on flare stack and separator sizing and metering for flared volumes

Work or services not specified above may be authorized only through an amendment or supplement to this Agreement.

## **VI. INITIATION OF WORK**

COMPANY and CONTRACTOR each acknowledge and agree that the terms of this Agreement alone do not authorize any Work to be performed. From time to time, COMPANY may request that CONTRACTOR provide certain Work. Each request for Work to be provided by CONTRACTOR shall be documented in a written Task Request Form issued by authorized personnel of COMPANY. CONTRACTOR expressly agrees that no Work shall be performed pursuant to this Agreement unless and until it receives an authorized Task Request Form.

## **VII. NON-EXCLUSIVE**

COMPANY reserves the right to obtain the any of the types of services provided by CONTRACTOR from other sources without any obligation or liability to CONTRACTOR.

## **VIII. COMPENSATION**

- a) As compensation for the satisfactory performance by CONTRACTOR of any Task Request Form issued pursuant to this Agreement, COMPANY will compensate CONTRACTOR in accordance with the rate(s) or price(s) contained in the attachment to this Agreement entitled "CONTRACTOR's Schedule of Charges," which is incorporated herein by reference.
- b) Notwithstanding any provision of the Agreement or any representation to the contrary, CONTRACTOR'S pricing for any material, good, or service provided pursuant to the Agreement shall remain fixed for a period of one (1) year from the Effective Date. CONTRACTOR may revise the pricing for any applicable material, good or service upon the mutual written agreement by COMPANY and CONTRACTOR. Any request by CONTRACTOR for adjustment to its rate(s) and price(s) must be submitted to COMPANY for approval at least thirty (30) days prior to the anticipated effective date for any such adjustment. CONTRACTOR's rate(s) and price(s) may be reviewed and adjusted on an annual frequency beginning no sooner than one year following the Effective Date. Any adjustment requires the approval of COMPANY and will not become effective until incorporated into the Agreement in accordance with the AMENDMENT provision contained herein.
- c) On occasion COMPANY will request CONTRACTOR to submit a firm priced proposal for certain Work. CONTRACTOR will not initiate any Work for which a firm priced proposal has been submitted until COMPANY authorizes such Work in accordance with the terms of this Agreement.



# TASK REQUEST

Contractor Fesco, Ltd. Agreement No SA10-03001 Task Request No N-21-0035

Upon receipt of this Task Request, CONTRACTOR is hereby authorized to perform the Work identified herein on behalf of COMPANY pursuant to the terms and conditions contained in the above referenced Agreement.

**SCOPE OF WORK:** The Work will be performed in accordance with the drawings, specifications, and instructions, if any, attached hereto and identified in the List of Attachments set forth below, and will be scheduled as required through the direction of COMPANY's Contract Coordinator as identified herein. (Use additional pages if more space is necessary)

Project or Work No \_\_\_\_\_ Contract Coordinator John Nekuza Phone Number [REDACTED]

Project Name Rate Sheet Work at Atmos Energy's Request Cost Center \_\_\_\_\_

Item No	Task Description
	This task is for rate sheet work at Atmos Energy's request for 2021 budget.
	A copy of this task will need to accompany your invoice to accounts payable.

Functional / Project Account Coding					O & M Account Coding					
Func/Proj No	Task ID	Exp Type	Exp Org	% or \$	CO	CC	FERC	Sub-Acct	Service Area	% or \$

CONTRACTOR'S COST SUMMARY: TOTAL IS (Check One)  FIRM  ESTIMATE

Work Hours \_\_\_\_\_ Labor (\$) Rate Sheet Material (\$) \_\_\_\_\_ Other (\$) \_\_\_\_\_

Total (\$) Rate Sheet

SCHEDULE: The work will begin 10/1/2020 and be completed by 9/30/2021

**NOTE: To expedite payment, invoices should be emailed to: [AccountsPayable@atmosenergy.com](mailto:AccountsPayable@atmosenergy.com)**

Include the following information on all invoices:  
 1. Agreement 2. Task Request Number 3. Job Location 4. Contract Coordinator's Name 5. Project Name 6. Cost Center

**LIST OF ATTACHMENTS:** COMPANY and CONTRACTOR agree that the following described attachments, if any, are incorporated, herein, in their entirety as if fully and completely rewritten herein:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

CONTRACTOR HEREBY ACKNOWLEDGES ACCEPTANCE OF THIS TASK REQUEST:

Signature: [REDACTED]

Name: Randy TAYLOR

Title: DISTRICT MANAGER

Date: 8-31-2020

THIS TASK REQUEST IS ISSUED ON BEHALF OF COMPANY (FINAL APPROVAL/AUTHORIZATION):

Signature: [REDACTED]

Name: John Nekuza

Title: Construction Analyst

Date: 8/24/20

Copies Distribution: Contractor & Contract Coordinator