

## TASK ORDER

No. 18.902

This Task Order (TO) is issued pursuant to the Master Services Agreement (MSA) by and between the Alaska Gasline Development Corporation (AGDC) and Contractor identified below, and is subject to all terms, conditions, and provisions of that MSA. This Task Order authorizes performance of the Services as described herein.

CONTRACTOR:	<u>Black Rock Group</u>	MSA No.:	<u>18-113</u>
		MSA EXPIRATION DATE:	<u>December 31, 2019</u>
TASK DESCRIPTION:	<u>Alaska LNG Federal Strategic Counsel</u>		
DEPT. /AFE No.:	<u>Executive</u>	DIVISION:	<u>AGDC (Operating)</u>
AFE CATEGORY:	<u>N/A</u>		
TASK LEAD:	<u>Frank Richards</u>	TO EFFECTIVE DATE:	<u>November 1, 2017</u>
BILLING CODE(S):	<u>BRG18.902.4</u>	TO EXPIRATION DATE:	<u>June 30, 2018</u>

1.

### Pricing:

Pricing Method: Time & Materials ☒ Fixed Price ☐ Cost-Plus ☐ Other ☐

Reimbursable Rate: \$ 15,000.00 per month

LABOR Estimate: \$ 120,000.00

TRAVEL/REIMBURSABLE EXPENSE Estimate: \$ 5,000.00

Total Compensation: Not-to-Exceed: \$125,000.00 USD Fixed Price: N/A USD

AGDC will make payment to the Contractor for labor and expenses in accordance with the MSA and according to the rates established in the approved Contractor roster. Positions not included on the approved Contractor roster at the time services are performed are non-reimbursable.

AGDC will not pay or be obligated to pay any amount for any purpose in excess of the total task order not-to-exceed amount unless authorized by a Change Order. It is the Contractor's responsibility to monitor the not-to-exceed amount and notify AGDC when it has been 80% expended. AGDC will not reimburse Contractor for work under this Task Order that Contractor performs on dates before the TO Effective Date or after the TO Expiration Date.

2.

### Scope of Services:

Contractor shall complete work pursuant to terms in Attachment A: Proposal (the "Proposal").

Any changes that Contractor makes to individual staff member assignments and/or positions, level of effort, labor rates, or other Proposal terms shall require advance notification to AGDC and pre-approval by a duly authorized AGDC representative in either a fully executed written Change Order or a Roster Form update, as directed by AGDC.

Contractor may not contractually commit AGDC in any manner, either verbally or in writing. Contractor may not incur expenses on behalf of AGDC.

Contractor may not direct the work of other AGDC contractors unless specifically instructed to in writing by AGDC.

3.

### Attachments:

See Attachment A: Proposal

NOTICE – THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND SHALL NOT BE DUPLICATED, DISTRIBUTED, DISCLOSED, SHARED OR USED FOR ANY PURPOSE EXCEPT AS MAY BE AUTHORIZED BY AGDC IN WRITING.

## TASK ORDER

AGDC and Contractor expressly agree that the terms of each and every provision in this Task Order shall prevail and control over the terms of any other conflicting provision in any attachment or exhibit to this Task Order, including Attachment A: Proposal (the "Proposal"). Any terms in the Proposal that conflict or could be interpreted to conflict with other terms of the Task Order are nullified. Any terms in the Proposal that conflict or could be interpreted to conflict with other terms of the MSA are also nullified.

## 4. Deliverables:

Deliverable Number	Document Title/Description	Planned Date
N/A	N/A	N/A

For all work that Contractor performs under this Task Order, which shall include any deliverables as described herein, Contractor shall deliver all raw data, native files, and supporting data, including GIS data, acquired data/developed data, etc. to AGDC at the close of the Task Order and at any time that AGDC requests before the close of the Task Order.

## 5. Audit Compliance:

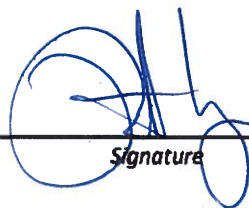

AGDC reserves the right to inspect or audit contract records including but not limited to, accounting records, written policies and procedures, subcontract files, insurance documents, paid vouchers, timesheets, and original estimates. The Contractor shall at any time AGDC requests, whether during or after completion of this Agreement, and at the Contractor's own expense, make such records available for inspection and audit, including copies and extracts of records. Contractor shall make such records available to AGDC during normal AGDC business hours at AGDC's place of business, and Contractor must compile the requested records within 30 days' written notice from AGDC unless AGDC communicates otherwise in writing. The Contractor shall ensure AGDC that these rights and obligations inure to the Contractor's employees, agents, assigns, successors, and subcontractors.

## 6. HSSE Acknowledgment:

The Contractor shall take reasonable steps to identify health and safety hazards where work will be performed under this Task Order and, upon identifying any such health or safety hazard, shall immediately take steps to abate it. The Contractor shall immediately notify the Contract Manager of any serious accident which occurs in connection with activities performed under this Task Order.

## 7. Authorization:

Duly authorized representatives of the parties to the MSA have hereby executed this Task Order and made it effective.

AGDC	 Signature	Keith Meyer Printed Name	11-3-17 Date
Contractor	 Signature	Michael Dubike Printed Name	11-3-17 Date

Approved as to form

LEGAL

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## ATTACHMENT A: PROPOSAL

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# **Black Rock Group Federal Advocacy/Messaging Project**

## **STATEMENT OF WORK**

Black Rock Group (BRG) agrees to exert its best efforts to perform all services requested by Alaska Gasline Development Corporation (AGDC) under this Statement of Work (SOW), which is made effective as of November 1, 2017.

### **BACKGROUND**

The Black Rock Group will provide the Alaska Gasline Development Corporation with strategic counsel on how to effectively communicate the benefits associated with the Alaska LNG Project to Trump Administration officials, Capitol Hill, federal regulators and policymakers.

BRG will work to amplify the benefits of the Alaska LNG Project. An endeavor that not only has the potential to become America's largest public works project, but also a significant factor in correcting our nation's current balance of trade.

BRG will work with AGDC to craft a specialized approach to this effort that monitors progress and ensures a return on investment.

### **OBJECTIVES**

The goal of this campaign will be to effectively communicate to the nation the benefits of the Alaska LNG Project that balances economic growth, job creation, energy exports and environmental sustainability to current and future generations. To accomplish this goal, we must set out clear objectives that will provide a suitable foundation for an aggressive, disciplined and actionable public affairs campaign. These objectives include:

1. Supporting AGDC's efforts around the federal permitting and land swap processes.
2. Launching a comprehensive public affairs campaign capable of successfully influencing national opinion and driving dialogue to assist with the commercial sale of LNG.
3. Communicating the progress and viability of the project to aid in additional financing.

### **SCOPE OF WORK**

This SOW covers the following activities and deliverables:

- **Value of AK LNG to Alaska and the U.S.**
  - Condense economic information to message national and state benefit of AK LNG
    - U.S. balance of Pacific Rim trade
      - Value of export from AK LNG in balancing Pacific Rim trade
      - Japan, China, Korea and other Asian countries
    - Energy for U.S. allies and partners in the Pacific Rim
    - U.S. jobs during construction and long-term operation of AK LNG infrastructure

- Lower cost of energy in AK for Federal facilities
  - National security implications
  - Resource development
  - Urban residents benefit via direct access to natural gas
  - Rural residents benefit via revenue sharing provisions of SB 138
- **Messaging strategy on job creation and infrastructure components**
  - Identify key policy personnel to discuss these items in case the need arises
  - Determine best messaging language to elicit support
  - Identify appropriate process for official announcements
  - Identify appropriate timing for official announcements
  - Provide messaging strategy prior to President's trip to Asia
- **Coalition building with national organizations to support effort**
  - Unions
  - Trade organizations
  - Large and small business organizations
  - Others

## **PAYMENT**

In the performance of this SOW, the BRG shall provide the work within the time period as set forth above for the firm fixed price of \$15,000 per month.