

Fill in this information to identify the case:

Debtor Welded Construction, L.P.

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 18-12378

**Official Form 410
Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Aegion Coating Services</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>Aegion Coating Services</u> <u>Mark M. Favazza</u> <u>17988 Edison Avenue</u> <u>Chesterfield, MO 63005, USA</u>	
	Contact phone <u>636-530-8794</u>	Contact phone _____
	Contact email <u>mfavazza@aegion.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1568 ____

7. How much is the claim? \$ 214,010.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Goods sold and services performed

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/28/2019
MM / DD / YYYY

/s/Mark M. Favazza
Signature

Print the name of the person who is completing and signing this claim:

Name Mark M. Favazza
First name Middle name Last name

Title Senior Counsel

Company Aegion Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 830-4648 | International (310) 751-2642

Debtor: 18-12378 - Welded Construction, L.P.		
District: District of Delaware		
Creditor: Aegion Coating Services Mark M. Favazza 17988 Edison Avenue Chesterfield, MO, 63005 USA Phone: 636-530-8794 Phone 2: 636-530-8795 Fax: 636-898-5158 Email: mfavazza@aegion.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:		Amends Claim: No Acquired Claim: No
Basis of Claim: Goods sold and services performed	Last 4 Digits: Yes - 1568	Uniform Claim Identifier:
Total Amount of Claim: 214,010.00		Includes Interest or Charges: No
Has Priority Claim: No		Priority Under:
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No		Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:
Submitted By: Mark M. Favazza on 28-Feb-2019 1:25:03 p.m. Pacific Time Title: Senior Counsel Company: Aegion Corporation		



PLEASE REMIT BY WIRE TO :
 Aegion Coating Services
 Bank of America NA, Richmond, VA
 Phone Number: (800) 446-0135
 ABA Routing: [REDACTED]
 Account: [REDACTED] 1485
 SWIFT Code: BOFA US 3N

PLEASE REMIT BY ACH TO :
 Aegion Coating Services
 Bank of America NA
 ABA Routing: [REDACTED]
 Account: [REDACTED] 1485

DATE : 7/18/2018
 INVOICE #: 509544
 TERMS: Net 30 Days
 PAGE : PAGE 1 OF 1
 REF #: 33217082

BILLING OFFICE:
 1807 N 170TH E AVE
 TULSA, OK 74116

BILL TO: 4241568
 WELDED CONSTRUCTION
 ATTN: KENNY BRANNING
 1001 CORNERSTONE DR.
 SUITE A
 MOUNT JOY, PA 17552 ATTN:

SHIP TO: 4241568
 WELDED CONSTRUCTION
 ATTN: KENNY BRANNING
 1001 CORNERSTONE DR.
 SUITE A
 MOUNT JOY, PA 17552

CUSTOMER ORDER # : 2017-01-05

JOB DESCRIPTION : Welded Construction

DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Make Ready Job Prep	.00		0.00	21,000.00
Double Width Coatings	28.00	UN	430.00	12,040.00
Service Team Standby Day Rate	20.00	UN	3,320.00	66,400.00
Mobilization	.00		0.00	10,010.00
ID Coating Service	28.00	UN	430.00	12,040.00
Equipment Day Rate	11.00	UN	1,710.00	18,810.00
Service Team Charge per Day	11.00	UN	4,420.00	48,620.00
Demobilization	.00		0.00	4,290.00
Equipment Standby Day Rate	20.00	UN	1,040.00	20,800.00

Subtotal 214,010.00
 Sales Tax 0.00
 Retention 0.00

AMOUNT DUE THIS INVOICE USD **214,010.00**

AEGION COATING SERVICES, LLC SALES INVOICE TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the sale of goods ("Goods") by Aegion Coating Services, LLC ("ACS"), all as further described on the Sales Invoice ("Invoice"), to the buyer named on the Invoice ("Buyer").

- Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a writing signed by Buyer and ACS, only the Invoice, these T&Cs, ACS' Warranty Certificate and any other documents expressly identified on the Invoice as a contract document shall be considered contract documents (collectively, the "Agreement"). ACS' offer to sell Goods under the Agreement is expressly limited to the terms of this Agreement. Any terms that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of this Invoice by Buyer that contains terms that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. This Agreement becomes a valid and binding obligation of ACS and Buyer on the earlier of: (a) Buyer's receipt and acceptance of the Goods, (b) Buyer's payment of the Invoice for the Goods, or (c) any written indication by Buyer of its acceptance of the Invoice.
- Delivery; Risk of Loss.** Unless stated otherwise on the Invoice, delivery of Goods shall be EXW (Incoterms 2010) at ACS' facility stated on the Invoice. At Buyer's option and sole cost, ACS will ship Goods to Buyer at the shipping address stated on the Invoice by any commercially reasonable means. Buyer shall bear all risk of loss or damage to the Goods during transit. Buyer shall bear all freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges.
- Payment Terms.** Terms of sale are net 30 days from date of Invoice, unless otherwise stated on the Invoice. Time is of the essence with respect to all payments. Any amount not received by ACS when due shall bear interest at the rate of 1 1/2% per month (18% annually), or the maximum rate of interest that applicable law allows, whichever is less, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to ACS under this Agreement are not subject to offset, deduction or back charges by Buyer. Unless stated otherwise on the Invoice, the prices stated on the Invoice and all payments due to ACS from Buyer shall be in the lawful currency of the U.S. If, at any time prior to shipment (either complete or partial), Buyer does not meet ACS' credit approval or ACS, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, ACS may either (a) delay or postpone delivery of Goods, (b) cancel the Agreement, or (c) request payment in full or other security satisfactory to ACS from Buyer prior to shipment of the Goods.
- Completion Deadlines; Inspection; Acceptance.** Any delivery date or other deadline shall be extended for a reasonable amount of time (as determined in ACS' sole discretion) due to any of the following events and/or the effects thereof: (1) change orders, (b) force majeure, (c) late delivery of drawings, data, equipment, materials or other items to be furnished in connection with the Goods, or Buyer or its suppliers, (d) excessive inspection by or on behalf of Buyer, (e) other interference with ACS' delivery of Goods by Buyer or its agents, contractors or subcontractors. In no event shall ACS be subject to liquidated or other damages arising from or related to such an extension of the delivery date due to any of the foregoing events. If ACS incurs any extra costs in preparing or delivering Goods due to any of the foregoing events, such costs will be born solely and exclusively by Buyer. Immediately on Buyer's receipt of Goods, Buyer shall inspect the same and shall notify ACS in writing of any claims for shortages or non-conformance (including defective and damaged Goods). Buyer shall hold any non-conforming Goods for ACS' written instructions concerning disposition. Failure to give written notice of any non-conforming Goods within 10 days after receipt of Goods, express oral or written acceptance of the Goods, or payment for the Goods, shall conclusively establish Buyer's acceptance of the Goods and waive Buyer's right to seek damages or other remedies for any non-conforming Goods. Buyer shall bear the expenses of inspection under all circumstances.
- Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to ACS by Buyer or any party acting on behalf of, or under direction from, Buyer (collectively, "Specifications") are complete, accurate and may be relied on by ACS. ACS shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods, ACS agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.
- Warranties.** ACS' WARRANTY OBLIGATIONS ARE PROVIDED IN ACS' WARRANTY CERTIFICATE INCORPORATED IN THIS AGREEMENT. ACS EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER EXPRESSLY AGREES THAT THE REMEDIES AVAILABLE UNDER THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY WARRANTY PROVIDED IN THIS AGREEMENT. ACS does not warrant that the use or sale of the Goods will not infringe the claims of any U.S. or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.
- Technical Assistance.** At Buyer's request, ACS may, in its discretion, furnish technical assistance and information with respect to the Goods. ACS MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY ACS OR ITS PERSONNEL. ANY SUGGESTIONS BY ACS REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ACS.
- Default; Cancellation.** If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided in this Agreement, or if Buyer fails to give prompt assurances of future performance when requested by ACS, then ACS may, on 5 days' written notice to Buyer, declare Buyer to be in default and ACS may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies ACS may possess at law, in equity or as provided in these T&Cs. In addition to the remedies above, to the extent that (a) ACS declares a default under this Section 8, or (b) if the order is cancelled (in whole or in part) for any reason other than material default by ACS, Buyer agrees to pay ACS on demand 100% of the quoted price for any Goods for which ACS has commenced work, regardless whether such Goods are completed, plus any charges for packing and storing any of the Goods.
- ACS Proprietary Information.** ACS shall retain all rights in or title to any patents, inventions, designs, discoveries, technical data, copyrights, trademarks, trade names, service marks, trade secrets or other intellectual property rights owned, held or controlled by ACS, arising out of its performance under the Agreement or otherwise related to the Goods (the "ACS Proprietary Information"). Buyer agrees to hold, and cause each of its employees and agents to hold, all ACS Proprietary Information in confidence and not to directly or indirectly copy, publish, summarize or disclose to any person or entity such ACS Proprietary Information other than the maintenance, repair or operation of the Goods, without the prior written consent of ACS (except as authorized in writing by ACS or as required by applicable laws). Buyer agrees to take any and all reasonable actions necessary to protect and prevent direct and/or indirect disclosure to and/or use by third parties of any proprietary information of ACS. Upon cancellation of this Agreement, Buyer shall return to ACS all such proprietary information. Buyer agrees to defend, release, protect, indemnify and hold ACS harmless from liability of any nature or kind for and on account of any breach or violation of the obligations imposed upon Buyer and its employees and agents under this Section 9.
- Indemnification.** TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ACS AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND ATTORNEYS' FEES), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENCE ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE, TO THE FULLEST EXTENT PERMITTED BY LAW. BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE WORK, BUYER WILL NOT HOLD ACS RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.
- Limitation of Liability.** IN NO EVENT SHALL ACS OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFERREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF ACS IN CONNECTION HERewith.
- Governing Law; Venue; Prevailing Party.** The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Oklahoma, United States of America, excluding any conflicts of laws principles which would direct the application of the substantive law of another jurisdiction. Neither the UNCITRAL Convention on Agreements for the International Sale of Goods nor the UNIDROIT Principles of International Commercial Contracts (last version published as of the date of this Agreement) shall apply to the validity, construction and performance of this Agreement. All disputes or controversies arising out of or related to this Agreement shall be resolved by the senior management of the parties hereto, or upon failure to agree within thirty (30) days of the presentation of the issue by one of the parties, shall be referred to and finally settled by a single arbitrator under arbitration proceedings conducted in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC). Such arbitration shall be conducted in English and shall take place in Houston, Texas, unless the parties hereto mutually agree in writing to an alternate location for such arbitration. The arbitrator's decision shall be final and binding on both parties hereto and may be enforced in any court of competent jurisdiction. Each party shall bear its own costs in any such proceeding. Notwithstanding the parties' agreement to finally resolve all disputes by arbitration, nothing herein shall be construed to waive or restrict either party's right to invoke the jurisdiction of a court to seek temporary and/or preliminary injunctive relief pending the conclusion of the arbitration proceeding. The fact that the parties have agreed that final resolution of their dispute shall be accomplished through arbitration shall not be cited by either party as a defense to any request for such injunctive relief.
- Export Compliance.** ACS' products, programs, and services are subject to U.S. export laws, rules, treaties, regulations, and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of Goods. By purchasing the Goods, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods is restricted by Export Laws.
- Confidentiality.** All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by ACS to Buyer related to any order for Goods are the confidential and proprietary information of ACS. Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose ACS' confidential and proprietary information to any third parties, or use ACS' confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.
- Taxes and Fees; Permits; Laws.** Unless stated otherwise on the Invoice, prices do not include any applicable U.S. or foreign federal, state and local sales, excise, use, VAT or other similar taxes, duties or fees which ACS may be required to pay or collect under any existing or future law resulting from the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods and/or performance of services provided by ACS under this Agreement ("Tax or Taxes"). All such Taxes shall be for the account of Buyer. Buyer agrees to pay all Taxes that are imposed on transactions governed by this Agreement, except for those taxes imposed on ACS that by law cannot be passed on to Buyer. If ACS is required to collect any Tax on a transaction governed by this Agreement, ACS shall invoice such Tax as a separate line item on the Invoice, and Buyer shall pay such Tax or Taxes to ACS in addition to the Agreement value, with the exception of any Taxes that Buyer may be required to withhold and pay by applicable law. Alternatively, Buyer shall remit such Taxes to the appropriate governing or taxing authorities and promptly provide evidence of same to ACS. ACS shall not collect any such Tax or Taxes for which Buyer furnishes to ACS, in a timely manner, a valid and properly completed exemption certificate or valid license for which Buyer may claim an available exemption from Tax. Buyer shall be responsible for any Tax, interest and penalty if such exemption certificate or license or other form of proof of exemption is disallowed by the proper taxing authority. In the event that a refund opportunity arises with respect to any Tax paid by either party as a result of the transactions governed by this Agreement, both parties shall reasonably cooperate to pursue such refund and the refund shall be paid to the party that incurred the tax burden. Unless stated otherwise on the Invoice, Buyer shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary for delivery of the Goods. It is Buyer's duty to ascertain that the Goods are and Buyer's subsequent use is in accordance with applicable laws, ordinances and building codes. ACS shall not be responsible for compliance of the Goods to such laws, ordinances and building codes.
- Force Majeure.** In the event that ACS' performance of the Agreement is directly or indirectly delayed, interfered with or prevented by Buyer or any party under the direction or control of Buyer, by act of god, war, terrorism, insurrection, civil disturbance, riots, fire, explosion, radiation, floods, storms, inclement weather, strike, lockouts, or other industrial or labor disturbances, materials shortages or delays, disputes with employees, vendors, or subcontractors, accident, law, order, regulation, requisition of any federal, state, local or municipal government or any agency thereof, or any other cause beyond the reasonable control of ACS, with respect to any portion of this Agreement unperformed by reason of same, ACS shall at its option be relieved from further responsibility under this Agreement, whether or not such cause is operative at the time of making such Agreement. In the event ACS elects to complete its performance, the time of performance on the part of ACS shall be extended for such period as may be necessary to enable it to make delivery of Goods after such cause has been removed.
- Order of Precedence; Notice.** If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the terms of the documents will control in the following order: (a) terms stated on the face of the Invoice; (b) the Warranty Certificate; (c) these T&Cs; and (d) any other contract documents. All notices and communications required by this Agreement shall be delivered, in writing, to the ACS address stated on the Invoice.
- Interpretation.** ACS and Buyer acknowledge this Agreement represents the entire agreement and understanding between the parties, incorporating all prior negotiations and understandings relating to the subject matter of this Agreement, whether written or oral. The failure of ACS to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies ACS may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only; they form no part of the terms and conditions and shall not affect their interpretation. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of ACS.



SUBCONTRACT SERVICE AGREEMENT

SUBCONTRACTOR: Aegion Coating Services, Inc. **Subcontract No.:** 2017-01-05

Address: 1807 N. 170th E Ave. **Work Location:** Lancaster, Lebanon, Schuylkill,
Tulsa, OK 74116 Northumberland & Columbia
Counties, PA

Contact: Adriana Merigliano **Address:** 1001 Cornerstone Dr. Suite A
Inside Sales Representative Mount Joy, PA 17552
918 633 9281

This Subcontract Service Agreement (Subcontract) is effective as of the 16th Day of January 2018, between Welded Construction, L.P., a Delaware Limited Partnership (Contractor) and the above named SUBCONTRACTOR who hereby agree that all Work specified within shall be performed by the SUBCONTRACTOR understanding that Contractor is committed to safety, health and the protection of the environment as core values reflected in all aspects of its operations. This Subcontract embodies the entire agreement between Contractor and SUBCONTRACTOR (Parties) and supersedes all other writings, discussions, negotiations, agreements whether written or verbal. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein. SUBCONTRACTOR shall perform all activities in accordance with these principles and all provisions of this Subcontract, consisting of the following:

1.0 WORK TO BE PERFORMED (Work): Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; technical, professional and other services; and shall perform all operations necessary and required to satisfactorily perform Internal Field Joint Coating for HDD Pipe at Conestoga River Crossing in Spread 7 (the Work) as defined in Exhibit 2.0 and as requested by the CONTRACTOR on the Atlantic Sunrise Project.

Subcontractor shall mobilize, transport and ship all material, personnel, equipment and other items necessary for performance of the Work at the Site and defined in Exhibit 2.0 – Scope of Work.

All Work shall be performed in accordance the terms of this Subcontract, all applicable regulatory requirements, specifications, codes and standards with all applicable construction safety standards.

1.1 Reporting Requirements: Subcontractor shall submit the following:

- Cost incurred – weekly
- Daily Report – daily
- Manhours worked – weekly
- Hours driven by personnel (safety) - weekly

2.0 SCHEDULE: The work schedule will be ten hours per day, six days per week, where the work week begins on a Monday and concludes on the following Saturday. SUBCONTRACTOR shall mobilize to the Work site as directed by the Contractor and as defined in Exhibit 3.0 - Schedule.

3.0 COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of this Subcontract, Contractor shall pay to SUBCONTRACTOR compensation in accordance with the rates set forth herein.

ITEM #	DESCRIPTION – SPREAD 7 (2017-09)	UNIT	QTY	UNIT PRICE	TOTAL
1	Make Ready / Job Preparation Off Site	LS	1	\$21,000.00	\$21,000.00
2	Mobilization of equipment and materials and personnel and successful completion of pup test (note 1)	LS	1	\$10,010.00	\$10,010.00
3	ID Coating Work for 11 internal weld joints	UR	11	\$430.00	\$4,730.00
4	Provide all equipment to perform work. Equipment shall be fully maintained and operational. (note 2)	Day	11	\$1,710.00	\$18,810.00
5	Technical Team (3 personnel)	Day	11	\$4,420.00	\$48,620.00
6	Demobilization	LS	1	\$4,290.00	\$4,290.00
	Total NTE Subcontract Price - Spread 7				\$107,460.00

Note 1 - If pup test is not successful, assess root cause of failure, re-run test if required, with any cause of failure due to SUBCONTRACTOR not reimbursable.

Note 2 - Equipment Day Rate - Not chargeable for any down time due to SUBCONTRACTOR equipment not operational or under maintenance.

The Total Not-to-Exceed but not guaranteed value of this Subcontract is **One Hundred and Seven Thousand Four Hundred and Sixty and 00/100 US Dollars (\$107,460.00 USD)**. All above rates and prices are fixed for the duration of this Subcontract and all above listed quantities are estimated and may or may not be required by Contractor under this Subcontract.

4.0 PAY SCHEDULE

4.1 Pay Schedule

SUBCONTRACTOR may invoice for completed units verified by CONTRACTOR Representative in accordance with Article 5.0.

5.0 INVOICING: SUBCONTRACTOR shall submit on a weekly/bi-weekly basis an original, hard copy signed invoice, containing all required backup documentation to substantiate the invoice charges itemized to the Contractor's satisfaction, for the work completed to the following address:

Welded Construction
 ATTN: Bethany Van Baren
 1001 Cornerstone Dr. Suite A
 Mount Joy, PA 17552

In conjunction with SUBCONTRACTOR's signed invoice, an electronic copy in PDF and/or native file shall be submitted to the below email addresses:

1. bvanbaren@welded.com
2. ap@welded.com

Invoices shall be submitted **separately** per spread, per the pay schedule identified in Article 4.0. All costs associated with any work performed and not invoiced within sixty (60) days post-performance of the Work shall be forfeit. The invoice cover sheet shall indicate the bill period/dates for which invoiced work was performed, appropriate job/purchase order number, Subcontract number, date, project, and work Spread (5, 6 or 7 and corresponding job ID number, 2017-01, 2017-05 & 2017-09, respectively). Additional information may be requested at a later date.

For time and material or cost reimbursable work performed, labor and equipment hours invoiced shall be substantiated by Contractor approved timesheets/daily reports detailing labor hours worked per employee, employee name and classification, equipment make & model, duration of equipment use, a summary of activities performed, etc. Labor categories and rates shall correspond to those set forth in Article 3.0 Compensation. Timesheets or daily reports shall be submitted on the form that is Attachment F, Subcontractor Daily Report. SUBCONTRACTOR may submit an alternate timesheet/daily report to Contractor for review and approval prior to use.

Charges for materials shall be accompanied by the original invoice from the vendor/supplier as well as documentation indicative of place of use. Any additional fees or applicable markups shall be shown separately.

Charges for SUBCONTRACTOR rented equipment (third party rental equipment) shall be accompanied by invoices listing at a minimum make, model, rental duration, ID/serial number and any additional relevant documentations and approvals. Any additional fees or applicable markups shall be shown separately.

Each invoice section (labor, indirects, materials, third tier subcontractors, etc.) shall include a breakdown of each item/hour that is being billed per invoice period in an acceptable format that enables transparent verification of cost billed. The summary shall clearly link the cost billed to the supporting/backup documentation included in the invoice.

Work performed on a unit rate or lump sum basis shall clearly identify quantities installed and billed, with Contractor approved quantity reports or daily reports/timesheets attached indicating approved quantities installed to date as backup to substantiate invoice values billed. Rates shall be billed in accordance with Article 3.0 Compensation.

Receipt of the invoice shall be contingent upon Contractor receiving an acceptable, compliant invoice. Invoices that do not meet the required criteria may be rejected for revision and resubmittal.

Invoices will be Paid "Subject to Future Audit." In the event omissions, discrepancies, errors, etc. are discovered, any credits/debits may be taken by Contractor on subsequent invoices in order to avoid delays in the payment process. A list of issues may be transmitted to the SUBCONTRACTOR for reconciliation on future invoice submittals or at the end of the project prior to final payment.

Neither progress payments, milestone payments, partial nor entire use or occupancy of the Work by others, shall constitute an acceptance or approval of any of Subcontractor's Work that is defective or otherwise is not in accordance with the Subcontract, or constitute a waiver of any claim or right that Contractor may then or thereafter have against Subcontractor.

If the Subcontract value is in excess of one million US dollars (\$1,000,000.00 USD), or at any point exceeds \$1,000,000 USD despite the original Subcontract value, SUBCONTRACTOR invoice shall include the completed Attachment B lien waver asserting that SUBCONTRACTOR is in compliance with the payment terms of this Subcontract with each invoice.

Contractor shall retain from all payments otherwise due and payable to SUBCONTRACTOR herein an amount equal to ten percent (10%) of the amount of the payment that is due and payable, collectively a "Retainage." Upon completion of the Scope of Work in this Subcontract and acceptance by Contractor, Subcontractor may invoice for the Retainage.

Within thirty (30) days after a satisfactory receipt of invoice, payment shall be made to the SUBCONTRACTOR for the Net Payable amount. A W-9 is required to be submitted by SUBCONTRACTOR upon execution of this Subcontract, if not already on file with the Contractor. Any delays in payment or invoice acceptance due to SUBCONTRACTOR noncompliance shall be at the sole expense of the SUBCONTRACTOR.

SUBCONTRACTOR shall submit the Release and Affidavit for Final Payment with the final Retainage invoice for all completed work.

4.1 Audit Rights

Subcontractor shall keep accurate daily records of account for all Work performed. Contractor shall have the right, at all reasonable times during regular business hours, to inspect and audit such records. Subcontractor shall preserve such records for 36 months after completion, cancellation or termination of this Subcontract.

If the audit discloses that either party owes money to the other, any sums due will be paid within thirty (30) days after the sum due is agreed upon by the parties or determined by a court or other dispute resolution tribunal. In any event, Subcontractor's right to recover any alleged underpayment shall be waived, unless a claim in writing with full support documents is received by Contractor within 180 days after the end of the particular contract year, or the contract term, if less than a year.

4.2 Taxes

Subcontractor is solely responsible for payment of all applicable taxes levied on Subcontractor. Subcontractor represents that it will comply with all applicable laws.

Subcontractor assumes full responsibility for and agrees to pay for, and agrees that the price to be paid by Contractor as set forth herein shall be fully inclusive of all labor, including overtime as legally required, all overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker's compensation laws, unemployment compensation laws, and income tax laws and any other applicable laws as to all of its employees and agents engaged in the performance of the work hereunder; and Subcontractor hereby agrees to indemnify and save Contractor harmless against the consequences of any failure by Subcontractor or any of its subcontractors or vendors to pay or withhold taxes, charges, or compensation due on behalf of its employees or agents involved in the work.

It is Subcontractor's responsibility to be familiar with all applicable taxes and to comply with all laws, ordinances, regulations, orders and decrees that relate thereto, including the timely filing of all applicable tax returns and other documents and the timely remittance of any taxes due.

6.0 TIME IS OF THE ESSENCE: Time is of the essence for this Subcontract. SUBCONTRACTOR shall notify Contractor immediately should delays occur.

7.0 TERMINATION WITHOUT CAUSE: By providing written notice to SUBCONTRACTOR, Contractor may terminate this Subcontract at any time after the commencement of the Work. Contractor shall pay to SUBCONTRACTOR the reasonable value of the Work completed including any nonrefundable materials ordered that cannot be canceled.

8.0 CHANGE ORDERS: Contractor may at any time issue a Change Directive to the SUBCONTRACTOR to require a change in the Work, or the method, sequencing, conduct, or timing of the Work of this Subcontract. SUBCONTRACTOR shall comply with any Change Directive, but shall have the right to claim an adjustment, if applicable. Subcontractor may at any time submit a Subcontractor Requested Change to Contractor within two (2) Business Days of the event giving rise to the Subcontractor's request. See Exhibit 4.0 and Attachments C, D and E as applicable.

9.0 INSURANCE: Without limiting in any way the scope of any obligations or liabilities assumed hereunder by SUBCONTRACTOR, SUBCONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Subcontract, the insurance policies described in Exhibit 1.0, Insurance Requirements. The General Liability, Business Automobile Liability, Umbrella or Excess Liability and Pollution Liability Policies shall include Contractor, Company and its subsidiaries and affiliates, and the third parties as listed in Exhibit 1.0 as Additional Insured.

10.0 SUBCONTRACTOR'S OBLIGATION AND INDEMNIFICATION: SUBCONTRACTOR shall properly protect the property of the Contractor and others on and adjacent to the work Site. SUBCONTRACTOR shall take required precautions for the safety of his employees and shall comply with all applicable provisions of federal, state, and municipal safety laws to prevent accidents or injuries to persons or damage to property on, about, or adjacent to the premises where the Work is being performed. To the proportionate extent of SUBCONTRACTOR's fault, SUBCONTRACTOR assumes entire responsibility and liability and agrees to defend any suit or action brought against them, Contractor or Owner, and agrees to pay proportionate damages, losses, costs and expenses, including attorney's fees, sustained or alleged to have been sustained in connection with and to have arisen out of the work performed by the SUBCONTRACTOR, his agents and employees, their agents and employees, including but not limited to the following:

- (a) Any injury (including fatal injury) to SUBCONTRACTOR'S employees and all other persons.
- (b) Any loss of, or damage to, or by livestock; and claim and demand with respect thereto except that Owner shall bear damages to crops, timber and improvements within the right-of-way obtained by Owner if both following conditions exist:
 - 1. Such damages shall have been authorized in advance by the Owner; and
 - 2. Such damages shall not have been caused by the negligence of SUBCONTRACTOR, agents and employees.

The foregoing paragraph, including (a) and (b) thereof, shall apply to and be construed to include, but not limited to, the injury or damage occasioned by the misuse of any and all kinds of equipment, whether owned or rented by SUBCONTRACTOR. While SUBCONTRACTOR remains exclusively liable for safety aspects of the Work under the Subcontract, SUBCONTRACTOR agrees to provide the Contractor a copy of all reports related to injuries or illnesses at the work site filed by SUBCONTRACTOR with any state or federal agency (such as OSHA, Workers Compensation Bureau, etc.) within twenty-four hours of filing such a report with the agency.

Subcontractor shall defend (at Contractor's option), indemnify and hold harmless Contractor, its parent, subsidiaries and affiliates and its and their respective directors, officers, employees, representatives and agents (collectively referred to as "Contractor Group") from and against any claim, demand, cause of action, judgment, settlement, penalty, lien, fine, liability, damages, loss or expense, including all expenses of litigation, court costs and attorneys' fees and expenses (collectively referred to as "Claims") incurred by Contractor Group in any Claim, action or proceeding between Contractor Group and Subcontractor or between Contractor Group and any third party arising directly or indirectly from or related in any way to Work, including injury to or death of persons (including but not limited to employees, representatives and agents of Contractor Group, Subcontractor, Subcontractor's second-tier subcontractors and third parties) or damage to or loss of property (including but not limited to property of Contractor Group, Subcontractor, Subcontractor's second-tier subcontractors and third parties) to the extent (and only to the extent) any Claims are caused by the negligence or strict liability of any employees, agents or subcontractors of Contractor.

Contractor shall defend (at Subcontractor's option), indemnify and hold harmless Subcontractor, its parent, subsidiaries and affiliates and its and their respective directors, officers, employees, representatives and agents (collectively referred to as "Contractor Group") from and against any Claims incurred by Contractor Group in any Claim, action or proceeding between Contractor Group and Company or between Subcontractor Group and any third party arising directly or indirectly from or related in any way to Work, including injury to or death of persons (including but not limited to employees, representatives and agents of Subcontractor Group, Contractor, Contractor's subcontractors (other than Subcontractor) and third parties) or damage to or loss of property (including but not limited to property of Subcontractor Group, Contractor, Contractor's subcontractors (other than Subcontractor) and third parties) to the extent (and only to the extent) any Claims are caused by the negligence or strict liability of any employees, agents or contractors of Contractor (other than members of Subcontractor Group).

SUBCONTRACTOR's liability hereunder shall be limited by the availability, applicability or limits of any SUBCONTRACTOR policies of insurance. If SUBCONTRACTOR hires any SUBCONTRACTORS to perform any Work, SUBCONTRACTOR warrants that any contracts or agreements entered into will include the defense, indemnification and hold harmless provisions set forth herein.

If any form of legal process arises and Subcontractor has agreed to provide indemnification, Subcontractor shall assume the sole defense unless Contractor has notified Subcontractor in writing that it will assume its own defense. Subcontractor shall be responsible for paying all expenses of litigation, court costs, reasonable attorneys' fees and expenses, judgments, settlements, and all other expenses and costs incidental to the defense or satisfaction of any legal process contemplated herein, whether incurred by Subcontractor, Contractor, Contractor Group, or any combination thereof. Participation by Contractor or Contractor Group in the defense of any legal process shall not constitute waiver of Subcontractor's obligations hereunder. Contractor shall keep Contractor fully informed of all developments surrounding any legal process.

Subcontractor shall immediately notify Contractor in the event of an accident arising out of the Work. Contractor shall also prepare and furnish Contractor with a copy of an accident report within fifteen (15) days of any accident. When requested, Subcontractor shall furnish Contractor with a copy of all reports it makes to its insurer(s).

NOTWITHSTANDING ANYTHING IN THIS SUBCONTRACT TO THE CONTRARY, ANY RECOURSE AGAINST SUBCONTRACTOR UNDER THIS SUBCONTRACT OR RELATED TO SUBCONTRACTOR'S WORK HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO TWO TIMES THE AMOUNT OF THE TOTAL SUBCONTRACT VALUE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SUBCONTRACT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN TIME COSTS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, AND/OR CLAIMS OF THE OTHER PARTY FOR SUCH DAMAGES AND HEREBY WAIVE ANY RIGHT TO THE SAME.

- 11.0 **EXCUSABLE DELAYS:** If Subcontractor's performance of this Subcontract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of Subcontractor, Contractor will extend the time of performance of this Subcontract accordingly.
12. **FORCE MAJEURE:** No delay or failure of performance by either party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure. If Subcontractor invokes a Force Majeure and it causes suspension of the Work for thirty (30) consecutive calendar days, Contractor may take over the Work. If this occurs, Subcontractor shall be paid for all Work performed and finally accepted up to the time the Force Majeure is invoked including any nonrefundable materials ordered that cannot be canceled but shall receive no demobilization settlement nor shall Subcontractor be entitled to any cancellation fee.
- 13.0 **WARRANTY:** The Subcontractor warrants that the workmanship and materials provided by Subcontractor will be of proper quality, and will meet the requirements of the Owner's specification.

The Subcontractor also warrants the Work shall be performed in accordance with the generally accepted practices of the industry and further warrants that the performance of the Work shall be in full compliance with the requirements of the Subcontract Documents and any and all applicable legal and/or regulatory requirements.

- 14.0 **DISPUTES:** Contractor and Subcontractor shall give good faith consideration to using alternative dispute resolution prior to or in lieu of litigation to resolve disputes arising under or in connection with this Subcontract.
- 15.0 **HEALTH AND SAFETY:** SUBCONTRACTOR must follow Contractor safety requirements as set forth in Attachment H SUBCONTRACTOR Safety Requirements. Project specific training may be required. The SUBCONTRACTOR acknowledges a drug free workplace policy and agrees employees shall be subject to pre-employment drug testing prior to mobilization along with random testing as required. SUBCONTRACTOR is responsible to provide all personal protective equipment (PPE) that is required to perform the work on the Project. This includes but is not limited to; hard hats, hard toe boots, eye protection, ear protection (if required), gloves, reflective vests, air monitors and FRC (if required). SUBCONTRACTOR shall immediately notify Contractor in the event of any accident arising out of the Work. Contractor shall also prepare and furnish Contractor with a copy of an accident report within fifteen (15) days of any accident. When requested, SUBCONTRACTOR shall furnish Contractor with a copy of all reports it makes to its insurer(s).

16.0 **MISCELLANEOUS:**

SUBCONTRACTOR employees may be required to wear CONTRACTOR issued photo identification badges detailing the Operator Qualification (OQ) activities that each employee is qualified to perform. Where required, SUBCONTRACTOR employees will not be allowed to access Work areas without a required badge.

A waiver by either party of any breach of this Subcontract by the other shall not operate as a waiver of any future breach, whether of a like or different character.

Should any portion of this Subcontract be deemed void or unenforceable, the remainder shall remain in full force and effect and shall be construed in a manner to most closely reflect the intent of the Parties.

Subcontractor shall not assign this Subcontract, or any payment due or which becomes due hereunder, in whole or in part, without Subcontractor's prior written consent.

This Subcontract shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

ORIGINAL

All obligations and indemnities shall survive the expiration or termination of this Subcontract to the extent required for their full observance and performance.

The Articles in this subcontract have been labeled for convenience; therefore, Article headings shall not be used to construe the meaning of any portion of this Subcontract.

17.0 **LAW:** This Subcontract shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

18.0 **ATTACHMENTS & EXHIBITS**

Exhibit 1.0 – Insurance Requirements
Exhibit 2.0 – Scope of Work for Internal Field Joint Coating Services
Exhibit 3.0 – Schedule for Coating Services
Exhibit 4.0 – Unit Rates for Changes

Attachment A – Release and Affidavit for Final Payment
Attachment B – Certificate for Partial Waiver of Liens
Attachment C – Contractor Change Directive
Attachment D – SUBCONTRACTOR Request for Change
Attachment E – Change Order
Attachment F – SUBCONTRACTOR Daily Report Template
Attachment G – Project Map
Attachment H – SUBCONTRACTOR Safety Requirements

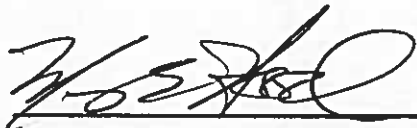
CONTRACTOR:

Welded Construction, L.P.

SUBCONTRACTOR:

Aeglon Coating Services, Inc.

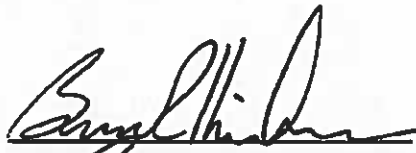
Authorized
Signature:



Print Name:

MARCUS HOOD

Authorized
Signature:



Print Name:

BRYAN R. KIRCHNER

Print Title:

SR PROJECT MANAGER

Print Title:

VICE PRESIDENT & G.M.

73-1179503

(Federal Tax Payer I.D. Number)

Exhibit 1.0 - Insurance Requirements
Attached to and forming part of Subcontract 2017-01-05

Worker's Compensation
Statutory

<u>Employer's Liability per Accident</u>	<u>Disease (Policy Limit)</u>	<u>Disease (Each)</u>
\$1,000,000	\$1,000,000	\$1,000,000

Coverage should include USL&H if warranted by type of work.

Commercial General Liability (ISO Form CG 0001 10 01)

Including products/completed operations, independent CONTRACTOR's protective, owner's and CONTRACTOR's protective liability, broad form contractual liability insuring the Subcontract contained herein, per project aggregates, and broad form property damage, with the exclusion pertaining to explosion, collapse and underground property damage eliminated for all the above coverage's.

<u>Minimum Limits</u>	<u>Combined Single Limit</u>
Bodily Injury and Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Products/Completed Operations	\$2,000,000 Aggregate
Personal Injury	\$1,000,000

Business Automobile Liability

Including owned hired and non-owned automobiles.

Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
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Umbrella/ Excess Liability

Bodily Injury and Property Damage	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
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***Use of Umbrella/Excess Liability Coverage is permitted to meet limits**

Specific Insurance Requirements

- The CONTRACTOR and Owner are to be named Additional Insureds on all of the above General and Umbrella/Excess Liability coverages, except Professional Liability and so described on the Certificate(s) of Insurance. Additional insured endorsement MUST be attached to the Certificate of Insurance and must be ISO forms: CG 2010 (1185) or the equivalent, or CG 2010 (0704) in combination with CG 2037 (0704) or the equivalent, which covers on-going and completed operations.
- All policies must contain a waiver of subrogation in favor of CONTRACTOR and Owner and be so described on the Certificate(s) of Insurance.
- Prior to the start of any WORK, SUBCONTRACTOR will furnish original Certificate(s) of Insurance to CONTRACTOR evidencing that all insurance coverage required is in force and that it will not be canceled, non-renewed or materially change with less than thirty (30) days prior written notice thereof mailed to CONTRACTOR and Owner. Replacement Certificates of Insurance, evidencing replacement or renewed coverage, will be delivered to CONTRACTOR and all Additional Insureds on or before the expiration date of any Policies.
- The SUBCONTRACTOR shall not have any exclusion under their General Liability or Umbrella/Excess policies for work performed on Residential Type Projects such as: Apartments, Dormitories, Military Housing, Assisted Living Facilities, Nursing Homes, Hospitals or any facilities capable of providing in-house patient stay. Evidence of this type of coverage must be displayed on the Certificate of Insurance AND through evidence of Endorsement or as displayed and denoted in the policy coverage form, a copy of which must be supplied with the certificate of insurance. Any Exclusion pertaining to this type of work on these policies is UNACCEPTABLE. Further, any exclusion of this type must be declared and a copy submitted with the requested insurance certificate.
- All sub-subcontractors shall maintain the same types and amounts of insurance and be subject to the same requirements as SUBCONTRACTOR.

- All policies shall be written on an occurrence basis, except for Professional Liability.
- All policies (exclusive of Professional Liability) shall provide primary coverage and not calling upon any other insurance procured by other parties for defense, payment or contribution. This shall be so described on the Certificate of Insurance(s).
- All policies shall contain endorsements requiring thirty (30) days' advance written notice to additional insureds of any cancellation, non-renewal in coverages.
- All policies shall be written by responsible insurance companies with a Best's rating of AVIII or better and be licensed to do business in the state in which the Job is located.
- Completed operations coverage will be maintained for at least two (2) years after completion of the WORK.
- SUBCONTRACTOR shall forward SUBCONTRACTOR'S Certificate of Insurance through SUBCONTRACTOR'S Agent prior to the commencement of work and/or payment with CONTRACTOR, which shall be subject to the CONTRACTOR'S approval of adequacy of protection and the satisfactory character of the insurer. The Certificate of Insurance should be mailed within five days of receipt of the contract, regardless of when SUBCONTRACTOR'S work will start. If covered under a Blanket Agreement, please submit only one "Blanket" Certificate of Insurance which states: "For "All Jobs, All Locations."
- SUBCONTRACTOR shall not do anything to cause any of the insurance required to be invalidated in whole or in part.
- CONTRACTOR shall have no duty to advise SUBCONTRACTOR in the event SUBCONTRACTOR'S insurance does not comply with the requirements of this Subcontract. If SUBCONTRACTOR fails to procure and maintain all the insurance coverage required by this clause, SUBCONTRACTOR shall indemnify and hold harmless each member of the Group from and against all claims, demands, costs, charges and expenses that would have been covered by such insurance had SUBCONTRACTOR complied with its obligations herein.

Additional Insured:

CONTRACTOR:	Welded Construction, LP 26933 Eckel Road Perrysburg, OH 43551
OWNER:	Transcontinental Gas Pipeline Company, LLC 2800 Post Oak Boulevard Houston, TX 77251



Atlantic Sunrise Project

Scope of Work for Internal Field Joint Coating Services

000	Awarded	T. Miller	03-Nov-2017	R. Hill	03-Nov-2017	M. Hood	03-Nov-2017		
00A	Issued for Bid	T. Miller	21-Sep-2017	R. Hill	21-Sep-2017	M. Hood	21-Sep-2017		
Rev	Reason for Issue	Author	Date	Checked	Date	Approved	Date	Customer	Date
Document Number									Rev
2017-01-05									000

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1 SCOPE OF WORK

1.1 Work Description

- 1.1.1 SUBCONTRACTOR shall provide the manpower and equipment to internally coat 11 -18 field weld joints. The pipe will be internally coated prior to HDD pullback. The work site is near MP 12.
- 1.1.2 SUBCONTRACTOR shall comply with all regulations, permits, codes, standards, specifications, drawings, safety and environmental project requirements that pertain to the WORK. Refer to sections 1.2 and 2. All codes and standards referenced herein shall be to the latest editions, including addenda and supplements unless otherwise noted. In case of conflicting requirements, the most stringent shall govern.
- 1.1.3 SUBCONTRACTOR shall provide a safety execution plan prior to mobilization for CONTRACTOR review and acceptance.
- 1.1.4 SUBCONTRACTOR shall provide daily reports and timesheets on a daily basis for CONTRACTOR approval. Technical Crews work 10 hrs per day and 6 days per week.
- 1.1.5 SUBCONTRACTOR shall provide man-hours and workday vehicle mileage on a weekly basis each Monday for the previous week's work.
- 1.1.6 Except as specified elsewhere in the Subcontract, SUBCONTRACTOR shall furnish all labor; materials; tools; supplies; equipment; transportation (other than stipulated in this Scope of Work); supervision; technical, professional and other services; and shall perform all operations necessary and required to satisfactorily perform the WORK.
- 1.1.7 All SUBCONTRACTOR employees, prior to the start of any Work on the right-of-way, are required to participate in the Site Safety, Quality and Environmental Orientation, receive a OWNER project hard hat sticker and sign the SUBCONTRACTOR project roster. SUBCONTRACTOR shall maintain the project roster for its employees. SUBCONTRACTOR shall witness pre-blast activities and provide acceptance prior to proceeding with the Work.
- 1.1.8 SUBCONTRACTOR shall comply with OWNER Spill Prevention, Control, and Countermeasure (SPCC) Plan.
- 1.1.9 SUBCONTRACTOR shall provide a Quality Management System, which includes but is not limited to:
 - 1.1.9.1 Documented quality policy and objectives
 - 1.1.9.2 QMS manuals (if required)
 - 1.1.9.3 Documented procedures and records as required to ensure the effective planning, operation and control of the processes
 - 1.1.9.4 Records and quality verification documents
- 1.1.10 SUBCONTRACTOR shall provide and maintain a written plan identifying their DOT Operator Qualification (OQ) program that meets the requirements of 49 CFR Part 192 subpart N for review and acceptance by CONTRACTOR. SUBCONTRACTOR shall use only qualified employees to perform covered tasks and shall immediately provide CONTRACTOR with documentation of any modifications that are made in their written plan or their employee's qualification to perform covered tasks. SUBCONTRACTOR shall provide a list of all employees and their operator qualifications each Monday.

If SUBCONTRACTOR does not have an OQ program in compliance with the CFR regulations, SUBCONTRACTOR may be eligible for participation in CONTRACTORS OQ program. SUBCONTRACTOR shall notify CONTRACTOR if they would like to pursue enrollment in advance of work

being performed. SUBCONTRACTOR shall be responsible for any delays resulting from non-enrollment / participation.

- 1.1.11 SUBCONTRACTOR shall ensure each worker will be able to provide a government-issued photo identification upon OWNER or CONTRACTOR request.
- 1.1.12 OWNER will provide an on-site inspection team. Members of this team will have stop-work authority, and will be responsible for insuring CONTRACTOR / SUBCONTRACTOR compliance on the project.
- 1.1.13 SUBCONTRACTOR shall not contact property owners for any reason.
- 1.1.14 SUBCONTRACTOR shall follow permits for equipment parking and refueling.
- 1.1.15 SUBCONTRACTOR shall police the ROW to remove and dispose of all construction related trash and debris in a manner acceptable to CONTRACTOR.
- 1.1.16 SUBCONTRACTOR may be required to adhere to restricted working times and provide noise mitigation, if required, in residential/urban areas.
- 1.1.17 SUBCONTRACTOR shall implement construction procedures if terrain at construction site has incline in excess of planned condition. Subcontractor normal operations are limited to 12 degrees of incline for mainline equipment. Custom Coating equipment does not have incline restrictions.
- 1.1.18 SUBCONTRACTOR shall submit Operational Procedure for the Field Services Work within 2 days of award of the Subcontract for CONTRACTOR and OWNER review and acceptance. CONTRACTOR and OWNER responsible to review and approve these documents prior to start of Work.
- 1.1.19 SUBCONTRACTOR regional Safety Representatives to be periodically available and on-Site Technicians shall be fully trained in safety procedures for the scope of work including but not limited to heavy equipment operations, hazardous materials, confined space operations, and seasonal weather conditions.
- 1.1.20 SUBCONTRACTOR shall participate in a post-award kick-off alignment meeting with CONTRACTOR team onsite for planning of the Work and its efficient execution.
- 1.1.21 CONTRACTOR will provide a minimum 45kw generator for electrical service to container up to 90kW, 480V and 60 cycles. SUBCONTRACTOR shall provide not less than 24 hours advanced notice to CONTRACTOR.
- 1.1.22 SUBCONTRACTOR shall verify container weight and communicate to CONTRACTOR project engineer or superintendent.
- 1.1.23 CONTRACTOR will provide equipment to offload ACS trough, offload and place container, and move battery unit to trough. (SUBCONTRACTOR to provide 24 hour advanced notice of required support) .
- 1.1.24 SUBCONTRACTOR shall disposal of Hazardous Materials including surplus coating material and Waste Materials. SUBCONTRACTOR to provide MSDS sheets to CONTRACTOR of hazardous materials. .
- 1.1.25 SUBCONTRACTOR's key personnel shall participate in a post-award kick-off meeting with CONTRACTOR for on-site planning.

1.2 Codes and Standards

1.2.1 SUBCONTRACTOR shall perform the WORK per the following regulations, codes, and standards:

- ASME B31.8 "Gas Transmission and Distribution Piping Systems"
- CFR Title 49 Part 192 "Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards"
- Title 49, Subtitle B, Chapter 1, Subchapter D "Pipeline Safety"
- State and Local Regulations
- OSHA standards

1.3 Division of Responsibility

Table 1 summarizes the Division of Responsibility (DOR).

Table 1: Division of Responsibility

Item	Scope Description	OWNER	CONTRACTOR	SUB-CONTRACTOR
1	Provide all easements, temporary access, drawings, for proposed ROW and access roads	X	X	
2	Provide any site-specific safety, quality orientation or pre-construction and environmental training	X	X	
3	Provide equipment required for the Work including but not limited to liquid field joint coating equipment, internal robotic abrasive cleaning (for post weld cleaning) and internal inspection machine.			X
4	Provide all materials required for the Work			X
5	Provide repair parts and maintenance required for the Work			X
6	Provide crew required for the Work			X
7	Provide any facilities required to perform Work			X
PRE-JOB				
8	Perform On-Site Testing Trial in Marietta Yard (welding, pre-blasting, test coating prior to start of main Work)			X
9	Participate in required pre-job Site safety training			X
10	Supply equipment launching trough per ACS diagrams			X
11	Provide Technician/Supervisor present for welding trials			X
12	Provide Technician/Supervisor to witness and accept pre-blasting work and provide guidance if required			X
ACCESS				
13	Provide pipe string lengths as determined by Owner		X	
14	Contractor will provide approx. 50' workspace at working end of pipe, 50' at other end if practical, and 20' area available for ACS Container at HDD Site.		X	
PERSONNEL				
15	Provide two (2) Laborers per active site for assistance with equipment handling		X	
16	Provide a 3 technician crew, including one superintendent.			X
17	Provide ID Coating Service Crew (number of technicians vary depending on the size of the project & the complexity)			X
18	Provide one (1) Technician to remain with equipment until delivered to port of export			X

TRANSPORTATION				
19	Facilitate all transportation, shipment, permits to travel for all equipment to secured Contractor Marietta Spread 7 Yard or ROW as required.			X
EQUIPMENT/MATERIALS				
20	Provide labor, equipment, and materials for internal cutback pre-blasting		X	
21	Provide all fuel, lubricants, and maintenance for CONTRACTOR equipment		X	
22	Provide lifting equipment for removal of containers which range in weight from 15,000 to 50,000lbs		X	
23	Provide all necessary consumables, expendables, small tools, safety items for SUBCONTRACTOR provided materials and equipment.			X
24	Provide secured climate control storage area for coating material		X	
25	Provide pipe hoarding and heat needed for proper temperature for pipe coating operations		X	

1.4 Work Excluded

- 1.4.1 Obtaining the permits in attachment "Status of Applicable Permits and Approvals for the Project" is excluded.

1.5 Schedule

- 1.5.1 The Work shall be performed in accordance with the dates set forth in Exhibit 3.0, Schedule. Any environmental restrictions on timing shall be accounted for by SUBCONTRACTOR.

In accordance with Exhibit 3.0 – SUBCONTRACTOR will operate up to ten (10) hours per day six (6) days a week.

- 1.5.2 SUBCONTRACTOR shall provide a two-week look ahead schedule and anticipated production rates on a weekly basis.
- 1.5.3 SUBCONTRACTOR shall submit a schedule update weekly to the CONTRACTOR for review and approval if requested by CONTRACTOR. Any deviations from the approved baseline schedule must be submitted in writing to CONTRACTOR along with a detailed schedule recovery plan.

1.6 Progress Reporting

- 1.6.1 SUBCONTRACTOR shall provide daily reports to CONTRACTOR for approval by 10am EST for Work performed on the previously schedule day. SUBCONTRACTOR shall provide a list of all employees and their operator qualifications each Monday. A template daily report is attached for SUBCONTRACTOR to use. Should SUBCONTRACTOR want to utilize an alternate report, SUBCONTRACTOR shall submit to CONTRACTOR representative for review and acceptance prior to use.

1.7 Deliverable Requirements

- 1.7.1 Refer to section 3, DOCUMENT / DATA SUBMITTAL REQUIREMENTS, for SUBCONTRACTOR deliverable requirements.

2 TECHNICAL SPECIFICATIONS AND DRAWINGS

<u>Specification Number</u>	<u>Revision</u>	<u>Title</u>
890.0500	28Jul2014	Onshore Pipeline Construction Specification
890.0501	1	Horizontal Directional Drilling Specification
09 96 29C	1	Below-Ground Protective Coatings – Field Applied

<u>Report Number</u>	<u>Revision</u>	<u>Title</u>
ASR -ECP.pdf		ASR Environmental Construction Plan
		Status of Applicable Permits and Approvals for the Project
		COMPANY Spill Prevention, Control, and Countermeasure (SPCC) Plan
		SUBCONTRACTOR's INDEX / Form 15EX template
		SUBCONTRACTOR Daily Report

<u>Drawing Number</u>	<u>Revision</u>	<u>Title</u>
24-1600-70-03-A-SP-7-PKG.pdf		Alignment Sheets
ASR Project Map_rev7_20170814		Central Penn Line South Project Map

<u>Other Information</u>	<u>Revision</u>	<u>Title</u>
CPLS_KMZ_07202017.kmz		Project KMZ

3 DOCUMENT / DATA SUBMITTAL REQUIREMENTS

3.1 Document / Data Submittals

DOCUMENT/ DATA SUBMITTAL REQUIREMENTS (DSR) FORM							
SUBCONTRACT TITLE		SUBCONTRACT NO.			REVISION		
Trenching		2017-01-05			00A		
Information Code (for CONTRACTOR / SUBCONTRACTOR use)	Submittal Description	Submit Document With Proposal (Y/N)	Reason for Submittal (P/R/I) (See Note 1)	Schedule (See Note 2)			Remarks
		1.01	Electronic list ("SUBCONTRACTOR's Index / Form 15EX", from template provided by CONTRACTOR) of all planned submittals identified by the Information Codes of this form. Each Information Code on this form must have an associated SUBCONTRACTOR submittal. The SUBCONTRACTOR shall identify applicable pre-approved/Code 1 documents by typing the corresponding CONTRACTOR/ SUBCONTRACTOR document number (99999-) in the Object Name. The SUBCONTRACTOR is responsible for verifying that pre-approved/ Code 1 documents are current and valid (see Note 3).	Y	I	14	
1.02	Internal Coating Procedure	Y	P	7			
1.03	Site-specific Safety Plan	Y	P	14			
1.04	Quality Plan, detailed, site specific, which includes an Organization Chart and Resumes of Key Personnel. Refer to section 1.1.9.	Y	P	14			
1.05	Operator Qualification (OQ) program. Refer to section 1.1.10 and section 1.6.1.	Y	I	14			
1.06	Interface with COMPANY Security Plan	Y	P	14			
1.07	Construction Schedule	Y	P	14			
1.08	Safety Data Sheets (SDS)	N	I	F/I			
1.09	Current calibration certificates of test equipment, as applicable.	N	I	F/I			
1.10	Daily progress report. Refer to section 1.6.1.	N	I	7			

NOTE 1 P = Issued for Permission to Proceed – CONTRACTOR permission to proceed is required prior to use of information in the design, fabrication, installation, or other work process. Permission to proceed does not constitute acceptance or approval of design details, calculations, analyses, test methods, or material developed or selected by the SUBCONTRACTOR or does not relieve the SUBCONTRACTOR from full compliance with contractual obligations.

R = Issued for Review – CONTRACTOR review of this information does not constitute acceptance or approval of design details, calculations, analyses, test methods, or material developed or selected by the SUBCONTRACTOR and does not relieve the SUBCONTRACTOR from full compliance with contractual obligations.

I = Issued for Information – Information is not subject to CONTRACTOR review, unless the submittal conflicts with contractual obligations. If CONTRACTOR review of Issued for Information submittals reveals any noncompliance with the contractual requirements, the CONTRACTOR will notify the SUBCONTRACTOR of such noncompliance and the SUBCONTRACTOR shall take all actions necessary to ensure full compliance with the Subcontract documents.

NOTE 2 Calendar Days After Subcontract Award Or
F – Before Fabrication; I – Before Installation; W – With Shipment; S – Before Shipment; P – Before Final Payment; D – Before Design

NOTE 3 Code 1 = Document has been approved and work may proceed with no changes required.
Code 2 = Document has been reviewed and work may proceed but minor changes are required - the document must be amended and resubmitted until raised to Status 1.
Code 3 = The document has been reviewed. No work shall be performed until the procedure or document has been amended and resubmitted and either Status 1 or 2 achieved.

DOCUMENT/ DATA SUBMITTAL REQUIREMENTS (DSR) FORM						
		SUBCONTRACT TITLE		SUBCONTRACT NO.		REVISION
		Trenching		2017-01-05		00A
Information Code (for CONTRACTOR / SUBCONTRACTOR use)	Submittal Description	Submit Document With Proposal (Y/N)	Reason for Submittal (P/R/I) (See Note 1)	Schedule (See Note 2)	Remarks	
Code 4 = The document has been reviewed and may be used with no changes.						



Exhibit 3.0
SCHEDULE

 ORIGINAL

As it Pertains to Project	Atlantic Sunrise SP 5, 6 & 7	RFP / Subcontract No	2017-01-05
---------------------------	------------------------------	----------------------	------------

Attached to and forming part of Subcontract No. 2017-01-05
between Contractor and Subcontractor

1.0 SUBCONTRACT MILESTONES

SUBCONTRACTOR shall maintain all required resources to complete the milestones as listed below.

	Milestone/ Deliverable	Date
1	Mobilization	01 FEB
2	Delivery of Equipment and Safety, Orientation, and OQ Qualification	02 FEB
3	Set Up of Equipment	03 FEB
4A	Complete Set Up and Coat Test Pup	05 FEB
4B	Commence Internal and external heating and hoarding of pipe string	05 FEB
5	Inspect Test Pup. Move equipment to string of pipe and start coating when curing complete.	06 FEB
6	Finish Coating of Joints	08 FEB
9	Complete inspect and repairs, coating complete, heating complete	09 FEB
10	Begin Demobilization	10 FEB

**Attached as part of this Exhibit 3.0 is SUBCONTRACTOR Detailed Schedule.



Exhibit 4.0
UNIT RATES FOR CHANGES

ORIGINAL

As It Pertains to Project	Atlantic Sunrise SP 5, 6 & 7	RFP / Subcontract No	2017-01-05
---------------------------	------------------------------	----------------------	------------

Attached to and forming part of Subcontract No. 2017-01-05
between Contractor and Subcontractor

Below listed Unit Rates are applicable under Article 8.0 for Changes and represent all-inclusive compensation for stated activities and are inclusive of labor, labor inclusions, equipment, material, taxes, overheads, and all other costs associated with performing the Work per unit and are not subject to further adjustment.

Item	Description	UOM	Unit Rate	Total
1	Standby for Equipment **	Hour	\$437.00	\$0.00
2	Standby for Technical Team (3 personnel) **	Hour	\$332.00	\$0.00
3	Additional Field Technician (per person)	Day	\$1,480.00	\$0.00
4	Re-mobilization of Field Technician (per Event)	Day	\$1,200.00	\$0.00
5	Re-mobilization of Equipment (per event)	EA	\$10,010.00	\$0.00
6	Additional Weld cleaning due to Insufficient pre-blast or improper pipe storage (per cycle) as approved by CONTRACTOR	EA	\$323.00	\$0.00
7	Additional charge for Weld Recoat for Weld defect, foreign objects, and insufficient per-blast as approved by CONTRACTOR	EA	\$430.00	\$0.00

**** Standby Rates only apply when SUBCONTRACTOR is unable to perform Work at no fault of SUBCONTRACTOR**

**Attachment A
Release and Affidavit for Final Payment**

SUBCONTRACT
NUMBER: _____
STATE OF: _____
COUNTY OF: _____

BEFORE ME, the undersigned authority, _____ day of _____, 20____, personally appeared
on this _____
_____ of _____
(Name of Verifying Official) (Name of County)

_____, who having been by me first duly sworn on his/her oath, states:
(Name of State)

1. That he/she is
the _____ of _____
(Title of Verifying Official) (Name of Contractor)
_____ of _____
(Address of Contractor) (Corporation, Partnership, or Sole Proprietorship)

(hereinafter referred to as "Contractor").
2. That Contractor has fully completed
on the _____ day of _____, 20____.
all Work to be performed (hereinafter referred to as
for _____ "Company") at _____
(Location of Work)

_____, pursuant to that certain Contract
No. _____
entered into between Company and Contractor
on the _____ day of _____, 20____.

- 3. That demobilization of Contractor's Work forces at the job site has been completed.
- 4. That Contractor has performed all of its obligations, except as may exist under the warranty and indemnification provisions, pursuant to the aforesaid Contract.
- 5. That the sum _____, previously retained by Company is now due Contractor from Company for the of \$ _____ performance of the Work.
- 6. That Contractor will pay to the appropriate state taxing authority all due and payable sales taxes for this Work. Contractor to insert the sales tax amount for "informational purposes only" by State taxing authority: State: _____ Amount: \$ _____ State: _____ Amount: \$ _____.
- 7. That Contractor in consideration of Company's making payment of such due amount prior to the expiration of the time for filing laborer's, mechanic's, materialman's and subcontractor's liens with respect to the completed Work, warrants to Company that all costs and charges due for labor, equipment, supplies, tools, and other charges incurred by Contractor in performance of the Work have been paid or that written arrangements satisfactory to Company, a copy of which is attached, have been made to secure the payment and discharged of such costs and charges, that full settlement has been made with all subcontractors, if any, engaged for performance of any part of the Work, and that all other claims incurred by Contractor in performance of the Work have been discharged.
- 8. That Contractor agrees that its obligations under the Warranty and Indemnification provisions of the Agreement shall continue in accordance with their terms.

IN WITNESS WHEREOF, I have hereunto fixed by hand this _____ day of _____, 20____.

(Name of Verifying Official)
SUBSCRIBED AND SWORN TO, BEFORE ME, this _____ day of _____, 20____

Notary Public

Residing at : _____

My Commission Expires: _____

Attachment B
Form of Subcontractor Certificate for Partial Waiver of Liens

THIS SUBCONTRACTOR CERTIFICATE FOR PARTIAL WAIVER OF LIENS (this “Subcontractor Certificate for Partial Waiver of Liens”) is made this ____ day of _____, _____, by _____, a _____, having a business address at _____ (“Subcontractor”), subcontractor to WELDED CONSTRUCTION, LLC., a Delaware limited liability company, having a business address at _____ (“Contractor”), relating to a [Name of Contract] between Subcontractor and Contractor, dated as of _____, __, ____, as the same may be amended from time to time (the “Subcontract”), for the performance or furnishing of certain work, labor, supervision, services, materials and equipment in connection with the [Description of Work], and all services and utilities related thereto, all to be built on a site in _____, (the “Project”). Each term used herein with its initial letter capitalized and not otherwise defined shall have the meaning assigned to such term in the Contract.

Subcontractor, on behalf of itself and all Persons claiming any interest in or through Subcontractor and for Subcontractors and their successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of _____ and ___/100 U.S. DOLLARS (U.S. \$ _____) does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim all actions, claims and demands, of any kind whatsoever, for all labor, services, materials and equipment, furnished through the ____ day of _____, _____, by or through Subcontractor to Contractor for the Project, which Subcontractor ever had, now has, or may have in the future, known or unknown, against the Project, the property on which the Project is located, or against Contractor, its parents, subsidiaries and affiliates, at all tiers, and their insurers, sureties, employees, officers, directors, representatives, shareholders, agents, and all Persons acting for any of them (collectively the “Releasee Entities”), including, without limitation, all claims related to, in connection with, or arising out of all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences and the like which have occurred or may be claimed to have occurred.

Subcontractor hereby certifies, represents and warrants that: (a) Subcontractor has not assigned or pledged any rights or claims in any amount due or to become due from Contractor without obtaining from the assignee or pledgee a waiver of liens or release or claims against the Project, the property on which the Project is located and the Releasee Entities; (b) no claims from Subcontractors, Vendors, mechanics or materialmen have been submitted to Subcontractor with respect to the Project or remain unsatisfied (unless a bond covering such claims has been issued) as of the date of this Subcontractor Certificate for Partial Waiver of Liens; (c) no mechanics or material or materialmen’s liens have been filed with respect to the Project, for which a bond covering such liens has not been issued; and (d) payment has been made to all consultants, employees, subcontractors, laborers and material suppliers, at all tiers, and all other entities, for all labor, services, materials and equipment furnished by or through Subcontractor for the Project through the date hereof, including, without limitation, all payroll taxes and contributions required to be made and all wages, overtime pay, premium pay, holiday pay, sick pay, personal leave pay, severance pay, fees, fringe benefits, commissions and reimbursable expenses required to be paid and all deductions for dues, fees or contributions required to be made in connection with all

collective bargaining Contracts in existence, if any, which affect any worker(s) providing services for the Project;

Subcontractor agrees to defend, indemnify and hold the Releasee Entities harmless from and against any and all actions, causes of action, losses or damages of whatever kind, including, without limitation, reasonable attorneys' fees and costs in arbitration and at the pre-trial, trial and appellate levels, which the Releasee Entities may suffer by reason of: (a) any claim made against any of the Releasee Entities or the Project relating to labor, services, materials or equipment furnished by or through Subcontractor through the date hereof, or (b) any breach of any representation or warranty made by Subcontractor to the Releasee Entities herein, any false statement made in this Subcontractor Certificate for Partial Waiver of Liens, or any misrepresentation or omission made to the Releasee Entities by Subcontractor.

Subcontractor acknowledges and agrees that: (a) Contractor is relying upon the representations and warranties made herein as a material inducement for Contractor to make payment to Subcontractor; (b) this Subcontractor Certificate for Partial Waiver of Liens is freely and voluntarily given by Subcontractor and Subcontractor has had the advice of counsel in connection therewith and is fully informed as to the legal effects of this Subcontractor Certificate for Partial Waiver of Liens and Subcontractor has voluntarily accepted the terms of this Subcontractor Certificate for Partial Waiver of Liens for the consideration recited above; and (c) the tendering of payment by Contractor and the receipt of payment and the execution of this Subcontractor Certificate for Partial Waiver of Liens by Subcontractor shall not, in any manner whatsoever, release Subcontractor from: (i) its continuing obligations with respect to the completion of any Work at the Project that remains incomplete, including Punch List work, warranty work or guaranty work, or the correction of defective or non-conforming work; (ii) any contractual, statutory or common law obligations of Subcontractor with respect to any of the Releasee Entities; or (iii) any other obligations of Subcontractor with respect to any of the Releasee Entities.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**

Subcontractor hereby certifies, represents and warrants to Contractor that the undersigned individual (“Signatory”) is duly authorized, and the Signatory hereby represents that he/she has been duly authorized by and on behalf of Subcontractor to execute this Subcontractor Certificate for Partial Waiver of Liens as of the date first above written.

[SUBCONTRACTOR]

a _____

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on this _____ day of _____,
by _____, _____ of _____, a _____, on
behalf of said _____.

Notary Public in and for the State of _____

[Notary Seal]

Printed Name of Notary Public

My Commission expires: _____

Attachment C: Contractor Change Directive

SUBCONTRACT NO. _____

CHANGE DIRECTIVE NO. _____

CORRESPONDENCE NO. _____

Additional Pages attached to this request: _____
Total No. of Pages _____

COMMITMENT SECTION			
PROJECT LOCATION	DATE	CONTRACTOR WORK ORDER NO.	
SUBCONTRACTOR	ADDRESS		
Reference to Contract Sections associated with this Change Directive: _____ _____			
Reference to Drawings associated with or impacted by this Change Directive: _____ _____			
Description of Change: _____ _____ _____			
Project Scope of Work:	<input type="checkbox"/> Unchanged	<input type="checkbox"/> Reduced	<input type="checkbox"/> Increased
Basis for Contractor to seek Adjustment:	<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Cost	<input type="checkbox"/> Time and Material
Adjustment: _____			
<p>When signed by Contractor and received by Subcontractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Subcontractor shall proceed in accordance with the change described above. If Subcontractor plans to seek an Adjustment as a result of this Construction Change Directive, Subcontractor must submit a proposed Adjustment to Contractor within five (5) Business Days of receipt of this Construction Change Directive.</p>			
Contractor Representative: _____			
	AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE
Remarks: _____ _____ _____			

Attachment D Subcontractor Requested Change

SUBCONTRACT NO. _____

SUBCONTRACTOR REQUESTED CHANGE NO. _____

CORRESPONDENCE NO. _____

Additional Pages attached to this request: _____

Total No. of Pages _____

COMMITMENT SECTION

PROJECT LOCATION

DATE

COMPANY WORK
ORDER NO.

CONTRACTOR

ADDRESS

Gentlemen:

You are hereby notified that the following circumstances have arisen that Contractor believes entitles it to request a change:

Reference to Contract Sections associated with this requested change:

Reference to Drawings associated with or impacted by this requested change:

Description of Change:

Project Scope of Work: Unchanged Reduced Increased

Cost Proposal Basis: Lump Sum Unit Cost Time and Material

Estimated Value of Change \$ _____

Estimated Impact to Schedule Calendar Days (Enter # of Days) _____

Contractor's Representative: _____
AUTHORIZED REPRESENTATIVE DATE

Remarks: _____

SUBCONTRACT CHANGE ORDER

Atlantic Sunrise Project – SP 5, 6 & 7



Subcontractor: _____
 Address: _____
 Representative: _____
 Email: _____
 SRC/CCD # _____

Change Order No.: _____
 Subcontract No.: _____
 Effective Date: _____
 Issued by: _____

Change Scope: In Scope Out of Scope

DESCRIPTION OF CHANGES

This Change Order is issued to incorporate the following

ATTACHMENTS/REFERENCES: This Change Order includes the following supporting documents:

SUBCONTRACT PRICE SUMMARY		
Original Contract Price:	USD	\$
Value of previously approved Changes:	USD	\$
Value of this Change Order:	USD	\$
New Contract Price:	USD	\$

WORK SCHEDULE SUMMARY
Estimated Impact to Schedule:
Previously Accepted Days:
Total Days Schedule Impact:

- ▶ The price adjustment and time extension (if any) granted under this Change Order constitute payment in full for the Work covered by this Change Order, including, without limitation, all direct costs, indirect costs, overhead costs, general and administrative expenses, profit, and all effects (direct, indirect, and consequential, including impacts and ripple effects) of the Work covered by this Change Order on all Subcontract Work, whether or not changed by this Change Order.
- ▶ The Completion Date, Subcontract Price, and all other terms, covenants and conditions of the above-referenced Subcontract, except as duly modified by this and previous Change Orders and Amendments, if any, remain in full force and effect.
- ▶ Subcontractor acknowledges that Contractor, by authorizing this Change Order, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this Change Order.

APPROVALS

Contractor: **Welded Construction, LP**

Authorized Signature: _____
 Name: _____
 Title: _____

Subcontractor:

Authorized Signature: _____
 Name: _____
 Title: _____

Reviewed By:

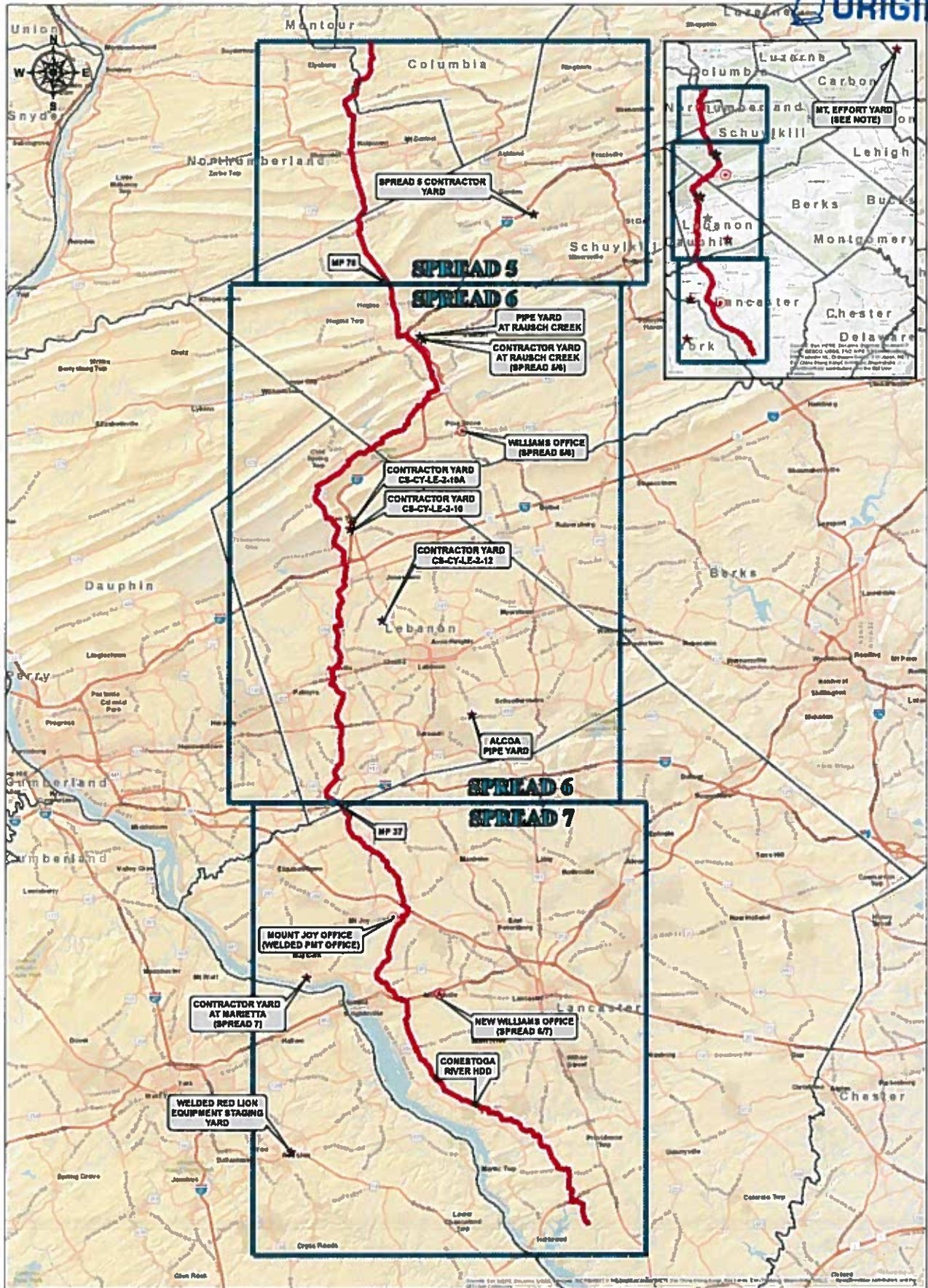
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CONTRACTOR				CONTRACT TITLE				DATE	
CONTRACT NO.			REPORT NO.			STATION # FROM:			
						STATION # TO:			
SHIFT				HOURS WORKED				WEATHER	
				From: _____ To _____					
EMPLOYEE NAME	CLASSIFICATION	ST HOURS	OT HOURS	EQUIPMENT MAKE	EQUIP MODEL	QTY	HOURS		
Bethany Van Baren	Subcontracts Manager	10	0						
TOTAL HOURS:		10	0	TOTALS:		0	0		
DESCRIPTION OF WORK PERFORMED									
SUBCONTRACTOR REMARKS									
SUBCONTRACTOR REPRESENTATIVE				TITLE		DATE			
CONTRACTOR COMMENTS AND/OR EXCEPTIONS									
CONTRACTOR REPRESENTATIVE				TITLE		DATE			

CONTRACTOR APPROVALS			
Name	Title	Signature	DATE
REASONS FOR CHANGE			
WORK ACTIVITY BASIS FOR CHANGE:			
<input type="checkbox"/> CIVIL <input type="checkbox"/> STRUCTURAL <input type="checkbox"/> MECHANICAL <input type="checkbox"/> ELECTRICAL <input type="checkbox"/> INSTRUMENTATION <input type="checkbox"/> OTHER			
COMMENTS:			
Subject to Backcharge <input type="checkbox"/> No <input type="checkbox"/> Yes - Description of Exception Attached: _____			

DISTRIBUTION:
Original to Subcontractor
Original to Contractor



LEGEND

- ★ CONTRACTOR / PIPE YARDS
- ⊙ OFFICE LOCATIONS
- PROPOSED PIPELINE
- ▭ SPREAD BREAKS
- ▭ COUNTY LINES

NOTE:
 MT EFFORT YARD IS APPROXIMATELY 68 MILES
 NE FROM THE END POINT OF SPREAD 5/6 PIPELINE ROUTE.
 SEE INSET



ATLANTIC SUNRISE

**CENTRAL PENN LINE
 SOUTH PROJECT MAP**

SCALE 1:170,000



Attachment H – Subcontractor Safety Requirements

The Health, Safety and Environmental (ES&H) Rules and Regulations contained herein are to be used as a guideline and are not all inclusive. All legal standards not specifically referenced in these rules & regulations shall apply when applicable.

ES&H responsibilities are integral to the way Welded does business and Company management at all levels is dedicated to protecting the environment and to preventing harm to employees, clients, communities, and all others who could be affected by our activities

This ES&H Attachment has been prepared to assist each project Work site Subcontractor in satisfying its moral, contractual and legal ES&H responsibilities, in such a manner that a safe, efficient operation is assured. For additional advice and assistance each employer should consult with its ES&H organization, insurance carrier or similar available sources.

It is Contractor's obligation to undertake any action, which may be necessary or required to establish and maintain safe working conditions at the Work Site.

Welded Construction has the right to stop Work whenever ES&H violations are observed which could jeopardize the well-being of personnel, equipment, or facilities. The expense of any such work stoppage and resultant standby time shall be to the Subcontractor's account. The failure or refusal of Subcontractor to correct the observed violation may result in the termination of the Subcontract, and/or the dismissal from the Work Site of those employees responsible for such failure or refusal.

This material must not be considered to be all inclusive as to the hazards that might be encountered, safe practices that should be performed, or safe conditions that should be maintained during the course of this project.

1.0 SUBCONTRACTOR RESPONSIBILITIES

1.1 Subcontractor's ES&H Representative

- 1.1.1 Frequent and regular inspections of the Work site shall be made by a competent onsite ES&H representative designated by Subcontractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.
- 1.1.2 Subcontractor shall provide a designated onsite competent ES&H representative. Such Representatives shall be fully qualified to perform the responsibilities of the position and they, or a fully qualified alternate, shall be present on the Work Site at all times when Contractor is onsite and working. Additional competent ES&H personnel may be required due to geographic location, specific hazards, client requirements, or local regulatory requirements.
- 1.1.3 The ES&H representative who, because of training and experience, shall be capable of identifying existing or potential hazards in the job(s) being performed, identifying working conditions that are unsanitary, hazardous, or dangerous to the safety and health of employees, has the authority to take prompt action in assuring a safe work environment.
- 1.1.4 The ES&H representative will be responsible for a continuing survey of its operations, to ensure that the probable causes of injury, accident, or incident are controlled and that operating equipment, tools and facilities are used, inspected and maintained as required by applicable ES&H regulations.



1.2 Subcontractor's General Obligations

- 1.2.1 Subcontractor shall provide to Contractor a copy of all reports made to government agencies or insurance companies relating to any Work site accident, injury, or incident during Subcontractor's performance of the Work.
- 1.2.2 Subcontractor is responsible for providing and requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.
- 1.2.3 Subcontractor is responsible for the development of a fire protection and prevention program conforming to OSHA, NFPA, or equivalent in- country standards. Contractor shall also comply with all fire and safety rules and regulations established on the project.
- 1.2.4 Any Work site ES&H regulation, which exceeds the minimum standards established by regulation, shall be incorporated in Subcontractor's safety program.
- 1.2.5 Appropriate methods, equipment, devices and material shall be provided by Subcontractor to assure a safe work place.

1.3 Hazardous Substances

- 1.3.1 Subcontractor shall comply with the hazardous substance disclosure requirements. Subcontractor is responsible for notifying Welded's ES&H representative for approval of any hazardous chemicals or substances that are brought or cause to have been brought on Work site. Subcontractor shall provide Contractor with a copy of Subcontractor's Hazard Communication Program and the Material Safety Data Sheet(s) (MSDS) for the chemical(s) or substance(s) intended for use on the site. Contractor is responsible for keeping this information current.
- 1.3.2 The legal storage, use and disposal of wastes of any hazardous chemicals or substances are the responsibility of Subcontractor where used in conjunction with Subcontractor's Work.

1.4 Regulatory Permits and Programs

- 1.4.1 Subcontractor shall initiate and maintain such permits and programs as may be necessary to comply with requirements set forth by local, state, federal, or country specific regulations.

A copy of all such permits will be provided to Contractor upon request.

2.0 JHA – JOB HAZARD ANALYSIS / JSA – JOB SAFETY ANALYSIS

Subcontractor designee is required to plan their work each day and review the known hazards and corrective actions to safeguard the work with their employees by utilizing a daily JSA prior to work being performed.

3.0 RECORDKEEPING OF INCIDENTS AND TRAINING

It is Subcontractor's responsibility to maintain all records required by OSHA, Worker's



Compensation Insurance, or similar in-country regulations. This includes the maintenance of an accident log, annual summary and the posting of all prescribed posters.

4.0 SUBSTANCE ABUSE PREVENTION

The possession, use, manufacture, distribution or dispensation of any illegal drug or controlled substance is prohibited on R-O-W property. In addition, Subcontractor personnel working on Owner property are expected to report to work in proper condition and not under the influence of any controlled substance.

Subcontractor agrees to provide for work on the R-O-W or Owner property only those personnel who understand the requirement of this Article and who will comply.

Subcontractor agrees that, prior to assignment to work under this Contract, such personnel shall be chemically screened. Subcontractor employees will also be required to submit to (urinalysis) testing based upon reasonable suspicion, including aberrant behavior and post accidents.

In addition, depending upon job requirements, Subcontractor employees may be subject to periodic random testing. Subcontractor employees failing to conform to testing requirements or failing such tests will be removed from the Work site immediately.

Violation of this Article may, at Contractor's option, be deemed by Contractor to be a material breach of this Contract and subject the Contract to termination for default, as well as other remedies under contract, law, or equity.

5.0 FIRE PROTECTION/PREVENTION

- 5.1 Subcontractor shall be responsible for fire protection in its work and operational areas, including offices, tool rooms, and storage areas 24 hours per day, seven days per week through the duration of this Contract.
- 5.2 Subcontractor must provide approved fire-fighting equipment in adequate quantities, and its employees must be trained in the usage of such equipment.
- 5.3 Subcontractor is responsible for the development of a fire protection and prevention program conforming to OSHA, NFPA, or equivalent standards.

6.0 CLOTHING REQUIREMENTS

- 6.1 Fire Retardant Clothing (FRC) may be required
- 6.2 Sandals, tennis shoes, or any other street type shoe will not be permitted. Only sturdy, leather, Safety Toed work boots are permitted.
- 6.3 Loose fitting clothes or jewelry shall not be worn around moving machinery, grinding operations, etc.
- 6.4 Hair, which could come in contact with, or be caught in machinery, shall be protected by a hard hat or hair net, as appropriate.

Contamination or cleanliness protocol may dictate the necessity to wear special Personal Protective Equipment (PPE).

Life jackets will be worn, if working over water or within 4 feet of a water body, in accordance with U.S. Coast Guard regulations.



7.0 PERSONAL PROTECTIVE EQUIPMENT

- 7.1 Approved hard hats meeting specifications contained in American National Standards Institute (ANSI), Z89.1-1981, Z89.2-1971, or equivalent in-country standards must be worn at all times in construction areas, lay-down yards, warehouse, fabrication shops and other designated areas.
- 7.2 Safety toe boots with a defined heel are required.
- 7.3 Safety glasses meeting specifications of ANSI Z87, or equivalent in-country standard, with rigid side shields are required in all plant and construction areas at all times.
- 7.4 Approved eye and face protection (2X eye protection) is required to be properly worn at all times when in the area of operations, such as when welding, burning, grinding, chipping, chemical handling, corrosive liquids or molten materials, drilling, sawing, cutting, breaking, hammering or otherwise impacting one object with another, driving nails, power actuated tools, concrete pouring,
- 7.5 To prevent hand and finger injuries, appropriate hand protection is required at all times.
- 7.6 NIOSH, MSHA, or equivalent in-country approved hearing and respiratory equipment shall be worn when required. The selection, fitting and maintenance requirements shall be met by Subcontractor.
- 7.7 Subcontractors shall provide for all necessary clothing and protective equipment required by their employees in the execution of their contract work.

8.0 FALL PROTECTION

- 8.1 Fall protection shall be worn by all employees when working six feet or more above the ground or when working in a precarious position. Safety harnesses shall also be worn and attached to the tie-off rail when working out of extensible and articulating boom platforms and to vertical drop lines when working from suspended scaffolding.
- 8.2 Safety nets shall be provided when work places are more than 25 feet above the ground where the use of other fall protection devices is impractical.

9.0 SIGNS, SIGNALS, BARRICADES AND LIGHTS

- 9.1 Signs, signals and barricades shall be visible at all times where a hazard exists.
- 9.2 All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable and highly visible warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section. All signage shall comply with MUTCD, State and Local requirements.
- 9.3 All open trenches and other excavations shall be provided with a barricades, signs, and lights to the extent that adequate protection is provided to the public. Obstructions, such as material piles and equipment, shall be provided with similar warning signs and lights.
- 9.4 All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum



obstruction and inconvenience to the traveling public.

- 9.5 All barricades, signs, lights and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway right-of-way, as required by the authority having jurisdiction there-over.
- 9.6 When any work is performed at night or where daylight is shut off or obscured, Subcontractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit through inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires and wires used for firing blasts.
- 9.7 Signs, signals and barricades shall be removed when the hazard no longer exists.
- 9.8 Yellow barricades are to be used for caution. Red barricades are to be used to prohibit entry.
- 9.9 Subcontractor's employees working in an area of potential traffic hazard shall wear approved reflective type vests in accordance with State and Local regulations.

10.0 RIGGING EQUIPMENT

- 10.1 All rigging equipment shall be free from defects, in good operating condition and maintained in a safe condition.
- 10.2 Equipment shall be inspected by a designated, competent employee of Subcontractor prior to use on the Work site. Inspections shall be documented.
- 10.3 Subcontractor's damaged equipment shall be immediately removed from service by Subcontractor.

11.0 HAND AND POWER TOOLS

- 11.1 All hand and power tools, whether furnished by Subcontractor, or by Subcontractor's employee, shall be maintained in a safe condition.
- 11.2 Contractors shall not issue nor permit the use of unsafe hand or power tools.
- 11.3 All hand and power tool must be used in accordance with the manufacturer's recommendations. No handles shall be removed from power tools. All files must have handles.
- 11.4 Only properly trained Contractor's employees shall operate powder actuated tools.



- 11.5 All grinding machines shall conform to OSHA, ANSI, or equivalent in-country standards and requirements.
- 11.6 Cords, leads and hoses shall be kept at whatever height is necessary to be protected from traffic and creating tripping hazards.

12.0 COMPRESSED GAS CYLINDERS

- 12.1 Compressed gas cylinders shall be secured in an upright position at all times.
- 12.2 When transporting, moving and storing cylinders, valve protection caps shall be in place and secured.
- 12.3 Cylinders shall not be hoisted by magnets or choker slings. Valve protection caps shall not be used for hoisting cylinders.
- 12.4 Cylinders shall be kept away from sparks, hot slag and flames or be adequately protected.
- 12.5 Cylinders shall not be placed where they can become part of an electrical circuit.
- 12.6 Cylinders shall be labeled as to the nature of their contents.
- 12.7 Oxygen cylinders in storage shall be separated from fuel gas cylinders or combustible materials by a minimum of 20 feet (6 m), or by a non-combustible barrier at least five feet (1.5 m) high having a fire resistant rating of at least one-half hour and empty cylinders shall be separated as above from full cylinders and stored with like cylinders.
- 12.8 "No Smoking" signs shall be posted at storage areas and signs shall clearly indicate contents of cylinders.
- 12.9 Anti-flash back valves shall be provided on all oxygen and acetylene lines.
- 12.10 All Compressed Air Cylinders must be removed from operating plant when no longer in use and at the end of the shift.

13.0 SCAFFOLD

- 13.1 Scaffold Erection will be in compliance with OSHA 29 CFR 1926.450 or equivalent in-country standard. Workers erecting, dismantling or using scaffolds shall be trained in accordance with applicable regulations. Scaffolding shall be erected, moved or dismantled under the direction of a competent person qualified in scaffold erection.
- 13.2 No unstable objects such as concrete blocks shall be used to support scaffolds or planks.
- 13.3 Any part of a scaffold weakened or damaged shall be repaired or replaced immediately.



- 13.4 Safe access shall be provided to the scaffold platform. Specifically, a ladder with a safe means of access to the platform from the ladder.
- 13.5 Scaffolding not adaptable to guard rails shall require the use of safety harness with two lanyards attached to a secure substantial object.
- 13.6 Only competent person qualified in scaffolding may perform Scaffolding Work. All Scaffolds must have gates install for aggress and egress.

14.0 TRANSPORTATION

- 14.1 Drivers of motor vehicles shall be instructed to exercise judgment as well as observe posted speed limits.
- 14.2 Seat belts shall be worn by all employees operating any motor vehicle and any equipment with rollover protection structures during performance of the work.
- 14.3 All Subcontractors' means of ingress and egress routes will be adequately marked as such, since their employees are to travel these routes only.
- 14.4 Use of the car's horn shall be employed for safety at blind corners, when passing, etc.
- 14.5 Established hand signals or turn signals are to be used.
- 14.6 Reckless driving or other non-observance of these instructions will be cause for disciplinary action up to and including removal from Work site.

15.0 EQUIPMENT AND MOTOR VEHICLES

- 15.1 All equipment must be inspected daily and documented, before use, by Contractors' operator. Formal inspections must also be made by Contractor competent person at 90-day intervals with proper documentation maintained at the Work site.
- 15.2 Defective equipment shall be repaired or removed from service immediately.
- 15.3 All rubber-tired, self-propelled scrapers, rubber-tired, front-end loaders, rubber-tired dozers, wheel-type agricultural and industrial tractors, crawler tractors, crawler-type loaders and motor graders shall be equipped with rollover protective structures and seat harnesses.
- 15.4 All of Subcontractor's employees, who operate Motorized Equipment including forklifts, lulls, etc., shall be properly licensed and certified by a competent person. Copies of the certifications shall be maintained on Work site.
- 15.5 All equipment shall have reverse signal alarm. Any equipment with an obstructed view to the rear must have a flagman and escorted in operating units or congested areas.
- 15.6 Seatbelts shall be worn by all employees operating any motor vehicle and any



equipment with rollover protection structures during performance of the work.

16.0 ELECTRICAL

- 16.1 All electrical work, installation and wire capacities shall be in accordance with the pertinent provisions of the National Electrical Code, ANSI, OSHA, or equivalent in-country standard.
- 16.2 Contractor to follow project lock out/tag out procedure and strictly adhere to the use of this procedure.

17.0 LADDERS

- 17.1 The use of ladders with broken or missing rungs or steps, broken or split rails or other defective construction is prohibited.
- 17.2 Ladders shall extend no less than 36 inches (1 m) above landing and be secured to prevent displacement.
- 17.3 Portable ladders must be equipped with safety shoes.
- 17.4 Ladders shall be inspected before each use.

18.0 EXCAVATIONS AND TRENCHING

- 18.1 Prior to opening any excavation or trench, Subcontractor shall contact any necessary personnel to determine whether underground hazards, i.e., contaminated soil, containers or equipment, or installations, such as sewer, telephone, fuel, electric lines, etc., may be encountered and where they are located.
- 18.2 Excavations and trenches shall be inspected by a competent person daily and after every rainfall to determine if they are safe and have the correct documentation.
- 18.3 Ladders or steps shall be provided in all trenches 4 feet or more in depth. Ladders or steps shall be located to require no more than 25 feet of lateral travel before having access or egress.
- 18.4 Material excavated shall be stored at least 2 feet from the edge of the excavation or trench and shall be shored to prevent material from falling into the excavation.
- 18.5 All trenches and excavations shall be properly barricaded to prevent people from walking into them.
- 18.6 All walkways or ramps crossing over excavations shall be securely fastened and equipped with standard guardrails.
- 18.7 Subcontractor will comply with OSHA regulations.



19.0 HOUSEKEEPING AND WASTE

- 19.1 Subcontractor shall at all times keep its work area in a neat, clean and safe condition and remove from the Owner's premises and the vicinity thereof and properly dispose of all debris and rubbish caused by Subcontractor's operations. Subcontractor's cleanup responsibilities shall be continuous.
- 19.2 During the course of construction, all debris and scrap metal shall be kept away from the work areas.
- 19.3 Garbage and other waste shall be disposed of at frequent and regular intervals.
- 19.4 Subcontractor shall not pour, bury, burn, nor in any way dispose of a chemical on the Work site.
- 19.5 Subcontractor shall clear all combustible debris to an authorized solid waste disposal site.

20.0 ENVIRONMENTAL PROTECTION

- 20.1 Subcontractor shall determine the relevance of the environmental protection requirements contained in national, federal, state, regional and local statutes, regulations, and requirements, including permit conditions, as applicable to the scope of this Contract. Subcontractor shall comply with all applicable environmental protection requirements.
- 20.2 Subcontractor shall notify Contractor ES&H representative of any hazardous waste it will generate during performance of the work. Contractor has the direct responsibility of maintaining proper management of these wastes while on the Work Site.
- 20.3 Subcontractor shall develop a Waste Management Plan that identifies the quantity and characteristics of projected waste streams, and the methods used to manage, store, transport, and dispose of the wastes. The Waste Management Plan shall address solid waste, recycled waste, hazardous waste, and any other projected waste stream.
- 20.4 Subcontractor shall identify and document:
- 20.5 Erosion control measures to be used at the Work Site;
- 20.6 Air emission sources and control measures associated with the Work;
- 20.7 Storm-water Controls; and
- 20.8 Liquid effluent sources and control measures, associated with the Work.
- 20.9 Subcontractor shall ensure personnel receive appropriate environmental training as



required for the Work and that such training is documented.

20.10 Contractor shall effectively integrate environmental compliance activities with new and ongoing actions.

21.0 RESOURCE PROTECTION

Resources, to the extent practical, are to be preserved in their existing condition. Construction activities are confined to areas necessary to conduct the work as required by the Contract schedule, plans, and specifications.

Environmental protective measures and procedures are provided to limit

habitat disruption and mitigate environmental damages that may occur during construction. Site features subject to environment protection include, but are not limited to:

- Existing roads and access routes
- Cultural and archeological sites
- Threatened and endangered wildlife and habitat.

Subcontractor's personnel shall not deface, injure, or destroy shrubs, grass, or other landscaping in the project or surrounding area, or remove or cut same without permission from Contractor.

Impacts to existing landscape shall be minimized when selecting sites for field offices and storage areas.

Construction activities shall be confined to areas defined by the Contract.

22.0 SANITARY WASTE

Sewage is normally disposed of through connections to a sanitary sewage system. Where such systems are not available, sanitary conveniences shall be provided.

22.1 Sanitary conveniences shall be properly secluded from public observation and maintained.

22.2 Upon completion of the work, sanitary conveniences shall be removed from the premises, leaving the premises clean and free from nuisance.

23.0 TEMPORARY FACILITIES AND WORK AREAS

Field offices, staging areas, stockpile storage areas, and temporary buildings must be placed in designated areas. Temporary movement or relocation of facilities is to be made only when approved by Contractor.

23.1 Spoil areas shall be managed and controlled to limit spoil intrusion into areas designated on the drawings and to prevent erosion of soil or sediment from entering nearby waters.



- 23.2 Temporary excavation and embankments for work areas shall be controlled to protect adjacent areas from despoilment.
- 23.3 Signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or other vestiges of construction shall be obliterated prior to final acceptance of the Work.

24.0 HISTORICAL AND ARCHEOLOGICAL RESOURCES

If historical or archaeological resources such as artifacts, features, deposits, human bones, or other cultural remains are encountered, work is to be stopped in that area and Contractor shall be immediately notified.

25.0 NOISE

The local noise standard shall not be exceeded unless a variance is granted pursuant to the appropriate local regulation.

26.0 EROSION AND SEDIMENT CONTROL

- 26.1 Erosion and sediment control measures shall be provided in accordance with applicable requirements.
- 26.2 Reasonable precautions shall be employed to prevent run-on/run-off from construction areas, other than through approved environmental controls, especially where the water may be exposed to soils and excavated areas.
- 26.3 Precautions shall be employed to prevent storm water and other run-off from leaving the site, other than through approved environmental controls, during activities such as excavation and trenching.
- 26.4 Precautions shall be employed to prevent or limit the impoundment of water, or conditions which could lead to or increase the impoundment of water, within the construction areas.
- 26.5 Areas of bare soils exposed by construction activities are to be held to a minimum.
- 26.6 Side slopes and back slopes shall be protected upon completion of rough grading.
- 26.7 Earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils.

27.0 POLLUTION PREVENTION AND WASTE MINIMIZATION

- 27.1 Activities shall be conducted such that the use of toxic substances is minimized and pollutants released into the environment are eliminated or minimized.
- 27.2 Priorities of an effective pollution and waste minimization program shall include:



- Source Reduction
- Minimizing packaging waste
- Salvage and reuse
- Salvage for resale and donation
- Recycling
- Compliant Disposal

28.0 GENERAL

- 28.1 Contractor reserves the right to regulate smoking, open fires, carrying matches, and welding permits when and where deemed necessary in the interest of safety. Subcontractor shall be responsible for and so enforce Subcontractor's personnel.
- 28.2 The fire watch shall be maintained during lunchtime and other breaks and shall continue for 30 minutes after welding operations have been completed. This individual shall keep the area clear of unauthorized personnel during welding operations.
- 28.3 No matches except safety matches are permitted on the Work site.
- 28.4 No firearms, weapons or ammunition are allowed on the Work site.

29.0 FIRST AID & INJURY REPORTING REQUIREMENTS

Subcontractor shall be responsible to:

- 29.1 To treat all First Aid cases and report to Contractor including:
- 29.1.1 Provide adequate number of first aid kits and supplies. First aid kits shall be easily accessible, and shall be in a weatherproof container with individual sealed packages for each type of item.
- 29.1.2 Subcontractors must orally notify Contractor's ES&H representative, or Superintendent IMMEDIATELY after any injury to Subcontractor's employee(s) or employee(s); equipment or motor vehicle damage; or fire or property damage.
- 29.2 Incidents and Medical Procedures
- 29.2.1 Incidents Including Near Misses
- All incidents (near misses included) shall be communicated immediately to Contractor's ES&H representative or designee.
- 29.2.2 First Aid (minor cuts, scratches, bruises, etc.)



Each occupational illness or injury shall be reported by Subcontractor's to Contractor's ES&H representative.

Subcontractor shall report all incidents in writing within 24 hours to Contractor. Root cause analysis shall be reported within 48 hours and Disposition of Recordability not later than seven (7) calendar days.