

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

_____	)	
In re:	)	Chapter 11
	)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> , <sup>1</sup>	)	Case No.: 18-12378 (KG)
	)	
	)	(Jointly Administered)
Debtors.	)	
_____		

**REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM FOR THE PERIOD FROM THE PETITION DATE THROUGH AND INCLUDING MARCH 21, 2019**

1. Name of claimant: Berkshire Hathaway Specialty Insurance Company
2. Debtor that the claim is asserted against (check one):  
 Welded Construction, L.P.  
 Welded Construction Michigan, LLC
3. Nature and description of the claim (you may attach a separate summary): Legal fees provided for under Agreement of Indemnity. For further explanation, please see attached.
4. Date(s) claim arose: 11/20/2018 through 3/31/2019
5. Amount of Claim: \$31,507.50
6. Documentation supporting the claim must be attached hereto. Documentation should both evidence of the nature of the Administrative Expense Claim asserted as well as evidence of the date or dates on which the Administrative Expense Claim arose.

Date: 4 /29/ 2019

Signature: *Kelly Perry*  
Name: Kelly Perry, AVP Surety Claims  
Address: Berkshire Hathaway Specialty Insurance  
1100 Abernathy Road NE, Ste.1200  
Atlanta, GA 30328  
Phone: (770)871-3016  
Email: kelly.perry@bhspecialty.com

RECEIVED

APR 30 2019

KURTZBANCARSONCONSULTANTS

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is 26933 Eckel Road, Perrysburg, OH 43551.





Berkshire Hathaway  
Specialty Insurance

770.871.3016 office  
404.302.7439 mobile

kelly.perry@bhspecialty.com  
www.bhspecialty.com

**KELLY PERRY**

*Assistant Vice President  
Surety Claims*

500 Northpark Town Center  
1100 Abernathy Road, N.E.  
Suite 1200  
Atlanta, GA 30328

## ATTACHMENT

to

Berkshire Hathaway Specialty Insurance Company's  
Request for Payment of Administrative Expense Claim for the Period from the  
Petition Date through and including March 31, 2019

In re Welded Construction, L.P., et al.  
Case No. 18-12378 (KG)

### Nature and Description of Claim

Welded Construction, L.P. (the "**Debtor**"), executed an Agreement of Indemnity, on or about May 29, 2018, (the "**Indemnity Agreement**") in favor of Berkshire Hathaway Specialty Insurance Company and its affiliates (the "**Surety**"). The Indemnity Agreement was previously filed as part of the Surety's Proof of Claim.

Pursuant to the Indemnity Agreement, the Debtor agreed to indemnify, exonerate, and hold the Surety harmless from all losses, expenses, costs, professional fees and consulting fees, including, but not limited to, all legal fees and disbursements, incurred by the Surety by reason of having executed any surety bond on behalf of the Debtor or the Debtor's affiliates, or incurred by the Surety in protecting and/or enforcing its rights under the Indemnity Agreement.

The Surety executed a Performance and Payment Bond (the "**Bonds**") at the request of the Debtor, each in the penal sum of \$59,555,408.00, on behalf of Welded Construction Michigan, LLC in connection with Phase 2 of a construction contract between Welded Construction Michigan, LLC and Consumers Energy Company, for a project known as "Pipeline Construction for the Saginaw Trail Pipeline Project: Phase 2, 3, and 4" (the "**Consumers Energy Contract**"). The Bonds were executed, in part, in consideration for the Debtor's execution of the Indemnity Agreement and the obligations the Debtor assumed thereunder.

With the Surety's consent, the Bonds remained extant after the Petition Date through the course of this bankruptcy proceeding, so that the Debtor could finish Phase 2 of the Consumers Energy Contract, assume the contract, and assign same to a third party. By the Surety's continuing to extend surety credit during the course of this bankruptcy proceeding, the Debtor was able to preserve the going concern value of its business, which was necessary for the assumption and assignment of the Consumers Energy Contract. The Bonds assured the Debtor's ability to maintain the Bonds without interruption.

Debtor is obligated to pay the Surety's legal fees under the Indemnity Agreement executed before the Petition Date. Accordingly, the Surety is entitled to an administrative expense claim in the total amount of \$31,507.50 for the legal fees and costs incurred in connection with this bankruptcy proceeding. A summary of the fees billed by Chiesa

Shahinian & Giantomasi PC (“**CSG**”) and by Burr & Forman LLP, as local counsel to CSG and the Surety, is set forth below.<sup>1</sup>

**Reservation of Rights**

The Surety expressly reserves all of its rights, claims, defenses and remedies under the Bonds, Indemnity Agreement, Bankruptcy Code, and other applicable law, including, without limitation, its common law rights of indemnity and exoneration. The Surety reserves the right to assert additional claims against the Debtors – including additional claims for administrative expenses – of any nature for any other amounts, and to amend, modify, and/or supplement this Administrative Expense Claim Request. The submission of this Administrative Expense Claim Request should not be construed as an election of remedies against any party or a waiver of any such rights.

**Summary of Legal Fees**

**CSG Legal Fees:**

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Total Billed</b>
403412	12/10/2018	\$15,423.50
407078	1/11/2019	\$4,549.50
409193	2/13/2019	\$2,615.50
411412	3/14/2019	\$2,616.00
414079	4/8/2019	\$2,194.00
	<b>Total Billed:</b>	<b>\$27,368.50</b>

**Burr & Forman Legal Fees:**

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Total Billed</b>
1053867	11/20/2018	\$1,603.00
1056942	12/10/2018	\$858.50
1070858	2/26/2019	\$1,677.50
	<b>Total Billed:</b>	<b>\$4,139.00</b>

---

<sup>1</sup> Copies of the actual invoices from each law firm are too voluminous to attach but will be provided upon request, in redacted form to protect attorney-client communications, attorney work product, and other applicable privileges.