


**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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

**REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM FOR THE PERIOD
FROM THE PETITION DATE THROUGH AND INCLUDING MARCH 31, 2019**

1. Name of claimant: Bechtel Oil, Gas and Chemicals, Inc.
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): _____
See addendum.
4. Date(s) claim arose: Various. See addendum for details.
5. Amount of claim: \$256,548.63. See addendum for details.
6. Documentation supporting the claim must be attached hereto. Documentation should include 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: 04 / 30 / 2019	Signature: 
Name:	<u>Cliff Rankin</u>
Address:	<u>Bechtel Oil, Gas and Chemicals, Inc.</u> <u>3000 Post Oak Blvd</u> <u>Houston, TX 77056</u>
Phone Number:	<u>(713)-235-3214</u>
Email:	<u>csrankin@bechtel.com</u>

RECEIVED

APR 30 2019

KURTZMAN CARSON CONSULTANTS

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

¹ 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.



*In re Welded, Construction, L.P., et al.*¹
Jointly Administered Case Number 18-12378

Addendum to Request for Payment of Administrative Expense Claim of Bechtel Oil, Gas and Chemicals, Inc.

This Addendum is attached to, and constitutes an integral part of, the request for payment of administrative expense claim (the “*Payment Request*”) of Bechtel Oil, Gas and Chemicals, Inc. (the “*Claimant*”) filed against Welded Construction, L.P. (“*Welded*” and together with its affiliated debtors in possession, the “*Debtors*”).

A. All payments made to the Claimant on account of this Payment Request should be made to the Claimant at the following address:

Bechtel Oil, Gas and Chemicals, Inc.
Attn: Cliff Rankin
3000 Post Oak Blvd.
P.O. Box 2166
Houston, TX 77056-6503
Telephone: 713-235-3214
Email: csrankin@bechtel.com

B. Notices regarding this Payment Request should be sent to the following two addresses:

Bechtel Oil, Gas and Chemicals, Inc. Attn: Cliff Rankin 3000 Post Oak Blvd. P.O. Box 2166 Houston, TX 77056-6503 Telephone: 713-235-3214 Email: csrankin@bechtel.com	Gibson, Dunn & Crutcher LLP Attn: Matthew K. Kelsey 200 Park Ave. New York, NY 10166 (212) 351-4000 mkelsey@gibsondunn.com
--	---

C. The Debtors filed the above-captioned chapter 11 cases (the “Chapter 11 Cases”) on October 22, 2018 (the “Petition Date”). Prior to the petition date, the Claimant regularly provided goods and services pursuant to that certain Continuing Services Agreement between the Claimant and Welded effective October 23, 2006 (the “*Continuing Services Agreement*”). In addition, the Claimant provided Welded with the services of certain individuals employed by the Claimant and/or its affiliates pursuant to that certain Loaned Employee Agreement between the

¹ 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.

Claimant and Welded effective April 9, 2008 (the "*Loaned Employee Agreement*").² From and after the petition date, the Claimant continued to provide the Debtors with goods, services, and loaned employees (collectively, the "*Loaned Employee Services*"), which benefited the Debtors' estates by, *inter alia*, enabling the Debtors to complete and/or wind down certain ongoing pipeline construction projects.

D. As of the filing of the Payment Request, the outstanding amount that Welded owed to the Claimant on account of the Loaned Employee Services provided on or after the Petition Date was \$256,548.63, as illustrated by the summary table attached hereto as Exhibit A.³ Therefore, subject to the reservation of rights set forth herein, the Claimant requests payment of an administrative expense claim pursuant to 11 U.S.C. § 503(b)(1)(A) in the amount of \$256,548.63.

E. The Claimant expressly reserves its right to replace, amend, or supplement the Payment Request to include any claims at law or in equity or to claim interest (both pre- and post-petition) on the Payment Request to the extent permitted by applicable law. Nothing included in, or omitted from, the Payment Request or this Addendum shall impair, prejudice, waive or otherwise affect the Claimant's rights with respect to the Continuing Services Agreement or the Loaned Employee Agreement. The filing of the Payment Request and this Addendum shall not be deemed a waiver of any claim in law or in equity that the Claimant may have against the Debtors, or others, including, but not limited to, administrative or other priority claims, secured claims, constructive trust claims, the right to seek adequate protection or the right to assert claims that are otherwise warranted in any related action. Furthermore, nothing contained in the Payment Request or herein shall be construed as a waiver of any rights or remedies of the Claimant with respect to any other claims against the Debtors or any other persons or entities. To the extent that the Claimant has rights to set off or recoup the amount of his claims, under section 553 of the Bankruptcy Code or otherwise, against any claims, defenses, or setoff rights that the Debtors may have or might assert against the Claimant, the Claimant asserts a secured claim.

The filing of the Payment Request and this Addendum does not constitute (a) consent by the Claimant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of the Payment Request and this Addendum, any objection, or other proceeding commenced in the Debtors' Chapter 11 Cases or otherwise involving the Debtors or the Claimant; (b) a waiver of the rights and remedies against any other persons or entities who may be liable for all or part of the claims set forth in the Payment Request and herein; (c) a waiver or release of the Claimant's right to trial by jury, in the Bankruptcy Court or any other court of competent jurisdiction; (d) a waiver of the Claimant's right to have final orders in non-core matters entered only after de novo review by a United States District Court Judge; or (e) a waiver of any right to (i) seek a withdrawal of the reference, or otherwise challenge the jurisdiction of the Bankruptcy Court,

² Upon information and belief, the Debtors are already in possession of the Continuing Services Agreement and the Loaned Employee Agreement. However, the Claimant is willing to provide copies of these agreements upon written request of the Debtors or their agent.

³ Claimant has not annexed copies of the invoices related to the Loan Employee Services reflected on Exhibit A (the "*Invoices*") due to their voluminous size, and because, upon information and belief, the Debtors are already in possession of them. However, the Claimant is willing to provide copies of these Invoices to the Debtors or their professionals upon written request.

with respect to the subject matter of the Payment Request and this Addendum, any objection, or other proceeding commenced in the Chapter 11 Cases against or otherwise involving the Debtors or the Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of the Payment Request and this Addendum, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in the Chapter 11 Cases against or otherwise involving the Debtors or the Claimant.

The Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against the Claimant by the Debtors or any trustee appointed in the Chapter 11 Cases.

The Claimant may have separate claims against the Debtors which are not included in the Payment Request or this Addendum, and nothing contained in the Payment Request or herein shall prejudice such claims.

Exhibit A – Summary Table of Postpetition Loan Employee Services

WELDED - RECEIVABLES SUMMARY

Report Date	Customer Name	GBU Name	Sub Job	Trans Num	Trans Date	Due Date	Type	Invoice Amt	Balance Due	Activity Date	Applied
8-Apr-19	WELDED CONSTRUCTION CO	Oil, Gas and Chemicals	ARC	25322-19020247	7-Mar-19	6-Apr-19	INV	83.49	83.49		0
8-Apr-19	WELDED CONSTRUCTION CO	Oil, Gas and Chemicals	ARC	25362-18110209	12-Nov-18	12-Dec-18	INV	37.50	37.50		0
8-Apr-19	WELDED CONSTRUCTION CO	Oil, Gas and Chemicals	ARC	25362-18110210	12-Nov-18	12-Dec-18	INV	10,131.32	10,131.32		0
8-Apr-19	WELDED CONSTRUCTION CO	Oil, Gas and Chemicals	ARC	25362-19010161	7-Feb-19	9-Mar-19	INV	236,215.61	127,094.95	3-Apr-19	81,279.08
8-Apr-19	WELDED CONSTRUCTION CO	Oil, Gas and Chemicals	ARC	25362-19020248	7-Mar-19	6-Apr-19	INV	78,851.40	78,851.40		0
8-Apr-19	WELDED CONSTRUCTION CO	Oil, Gas and Chemicals	ARC	25362-19030177	6-Mar-19	5-Apr-19	INV	40,349.97	40,349.97		0
								365,669.29	256,548.63		81,279.08

WELDED - Invoice Summary - 25362-18110209

InvoiceNo	Source	Emp Name	Emp No	PayPeriod	End Date	Accounting Date	Source Ref Id	Source Ref Desc	Sum of Hours	Sum of Billing Amt	Comments
25362-18110209	LABOR	Rubenstein, Robert H.	531922	10/7/2018	10/7/2018				13.5	4,164.80	Remove
25362-18110209	LABOR	Rubenstein, Robert H.	531922	10/21/2018	10/21/2018				10	3,065.03	Remove
25362-18110209	LABOR	Tobler, Rondal David	658148	10/7/2018	10/7/2018				11	2,567.77	Remove
25362-18110209	LABOR	Tobler, Rondal David	658148	10/21/2018	10/21/2018				8	1,867.47	Remove
25362-18110209	NON LABOR					10/23/2018	OBARSS1810BH11	Other Internal Services	0	6.50	
25362-18110209	NON LABOR					10/29/2018	OBARSS1810BX11	Other Internal Services	0	7.70	
25362-18110209	NON LABOR					10/30/2018	OBARSS1810EZ13	Other Internal Services	0	2.80	
25362-18110209	NON LABOR					10/30/2018	OBARSS1810EZ14	Other Internal Services	0	18.50	
25362-18110209	NON LABOR					10/31/2018	OBARSS1810EZ18	Other Internal Services	0	2.00	
25362-18110209 Total									42.5	11,722.57	
								Remove Costs Prior to 10/22/18	42.5	11,685.07	
								Total Costs for Inv. After 10/22/18	0	37.50	

WELDED - Invoice Summary - 25362-18110210

InvoiceNo	Source	Emp Name	Emp No	PayPeriod	End Date	Accounting Date	Source Ref Id	Source Ref Desc	Sum of Hours	Sum of Billing Amt	Comments
25362-18110210	LABOR	Bruderer, Marc	37265	10/7/2018	10/7/2018				4	890.46	Remove
25362-18110210	LABOR	Colborn, Kelly B.	207343	10/7/2018	10/7/2018				36	5,078.73	Remove
25362-18110210	LABOR	Feller, James Anderson	154629	9/9/2018	9/9/2018					72.00	Remove
25362-18110210	LABOR	Feller, James Anderson	154629	9/23/2018	9/23/2018					126.00	Remove
25362-18110210	LABOR	Feller, James Anderson	154629	10/7/2018	10/7/2018				118	20,342.78	Remove
25362-18110210	LABOR	Feller, James Anderson	154629	10/21/2018	10/21/2018				108	18,893.69	Remove
25362-18110210	LABOR	Hood, Marcus Edward	650582	10/7/2018	10/7/2018				120	26,257.54	Remove
25362-18110210	LABOR	Hood, Marcus Edward	650582	10/21/2018	10/21/2018				120	24,869.30	Remove
25362-18110210	LABOR	Leyba, Phillip	36397	12/31/2017	12/31/2017					0.00	Remove
25362-18110210	LABOR	Leyba, Phillip	36397	1/14/2018	1/14/2018					0.00	Remove
25362-18110210	LABOR	Leyba, Phillip	36397	1/28/2018	1/28/2018					0.00	Remove
25362-18110210	LABOR	Leyba, Phillip	36397	2/11/2018	2/11/2018					0.00	Remove
25362-18110210	LABOR	Leyba, Phillip	36397	2/25/2018	2/25/2018					0.00	Remove
25362-18110210	LABOR	Leyba, Phillip	36397	10/7/2018	10/7/2018				80	15,356.03	Remove
25362-18110210	LABOR	Leyba, Phillip	36397	10/21/2018	10/21/2018				64	12,982.52	Remove
25362-18110210	LABOR	Miller, Timothy Nicholas	163512	10/7/2018	10/7/2018				120	22,508.05	Remove
25362-18110210	LABOR	Miller, Timothy Nicholas	163512	10/21/2018	10/21/2018				120	22,508.01	Remove
25362-18110210	LABOR	Singleton, Sean Max	237182	10/7/2018	10/7/2018				46	10,770.54	Remove
25362-18110210	LABOR	Singleton, Sean Max	237182	10/21/2018	10/21/2018				103	20,864.68	Remove
25362-18110210	LABOR	Smith, Robert Bruce	156824	10/7/2018	10/7/2018				140	24,252.63	Remove
25362-18110210	LABOR	Smith, Robert Bruce	156824	10/21/2018	10/21/2018				130	22,921.76	Remove
25362-18110210	NON LABOR					10/4/2018	037265 736505	BRUDERER, MARC	0	6,915.40	Remove
25362-18110210	NON LABOR					10/10/2018	207343 736075	COLBORN, KELLY B.	0	2,806.62	Remove
25362-18110210	NON LABOR					10/23/2018	650582 737453	HOOD, MARCUS EDWARD	0	1,296.04	Remove
25362-18110210	NON LABOR					10/23/2018	OBARSS1810BH11	Other Internal Services	0	301.60	Remove
25362-18110210	NON LABOR					10/23/2018	OBARSS1810BH12	Other Internal Services	0	518.00	Remove
25362-18110210	NON LABOR					10/24/2018	237182 743641	SINGLETON, SEAN MAX	0	309.02	Remove
25362-18110210	NON LABOR					10/24/2018	237182 743643	SINGLETON, SEAN MAX	0	247.68	Remove
25362-18110210	NON LABOR					10/29/2018	OBARSS1810BX11	Other Internal Services	0	2,351.58	Remove
25362-18110210	NON LABOR					10/29/2018	OBARSS1810EZ12	Other Internal Services	0	500.00	Remove
25362-18110210	NON LABOR					10/30/2018	OBARSS1810BCN3	GMMC FEE EXPENSE	0	900.00	Remove
25362-18110210	NON LABOR					10/30/2018	OBARSS1810BZ14	Other Internal Services	0	3,707.40	Remove
25362-18110210 Total									1309	268,548.06	
									1309	258,416.74	Remove Costs Prior to 10/22/18
									0	10,131.32	Total Costs for Inv. After 10/22/18