IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., et al., Debtors.	Chapter 11 Case No. 18-12378 (CSS) (Jointly Administered)
EARTH PIPELINE SERVICES, INC., Plaintiff, v. COLUMBIA GAS TRANSMISSION, LLC, WELDED CONSTRUCTION, L.P., Defendants.	Adv. Pro. No. 19-50274 (CSS) Adv. Pro. No. 19-50275 (CSS)

SECOND AMENDED COMPLAINT

Pursuant to the Court's December 1, 2020 Order, Claimant/Plaintiff Earth Pipeline Services, Inc. ("EPS" or "Plaintiff"), by and through its undersigned counsel, files this Second Amended Complaint to enforce its mechanics' liens and assert separate and independent *in personam* claims directly against Defendant Columbia Gas Transmission, LLC ("Defendant" or "CGT"), and in support thereof states:

PARTIES

1. EPS is a corporation organized and existing under the laws of the State of Wyoming with its principal place of business located at 2949 S. Bridge Rd., Washington, Washington County, Pennsylvania 15301.

2. CGT is a limited liability company organized and existing under the laws of the State of Delaware with a place of business located at 700 Louisiana Street, Suite 700, Houston, TX 77002, and its DE registered agent located at Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, DE 19808.

3. Defendant, Welded Construction, L.P. ("Welded"), is a corporation organized and existing under the laws of the State of Delaware with offices located at 26933 Eckel Road, Perrysburg, Ohio 43551, and its DE registered agent located at Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, DE 19801.

FACTS

4. This dispute arises out of labor and material clearing work performed by EPS on Station Number 0+00 to Station Number 994+36 of Spread 1 of the Mountaineer Express Pipeline Project (the "Project") in West Virginia.

5. The real property on which the Project was incorporated is situated from Mile Post 0.00 to Mile Post 18.83 in both Marshall and Wetzel Counties, West Virginia.

6. Upon information and belief, CGT is the record owner and/or has a real property interest in approximately 99,436 linear feet of pipeline right-of-way, temporary workspaces, access roads, laydown yards and other areas located from Station Number 0+00 to Station Number 994+36 existing on such real property (the "Property"). CGT is also the owner of the Project and its subject pipeline which was constructed on and incorporated into the Property.

7. Upon information and belief, CGT entered into a written agreement with Welded as one of its prime contractors for the Project whereby Welded was to perform, among other things, the furnishing of materials and labor necessary for the all clearing and grubbing of all timber, brush and vegetation on the Property.

8. On or about March 8, 2018, EPS entered into a written subcontract (the "Hand Felling Subcontract") with Welded for EPS to perform, among other things, certain hand felling of trees of the right-of-way, associated work spaces, and necessary roads of ingress and egress for the Project and to the Property. A true and correct copy of the Hand Felling Subcontract is attached hereto as **Exhibit 1** and incorporated herein by reference.

9. On or about March 20, 2018, EPS entered into a written subcontract (the "Mechanical Clearing Subcontract") with Welded for EPS to perform, among other things, certain mechanical clearing of the right-of-way, associated work spaces, and necessary roads of ingress and egress for the Project and to the Property. A true and correct copy of the Mechanical Clearing Subcontract is attached hereto as **Exhibit 2** and incorporated herein by reference. The Hand Felling Subcontract and the Mechanical Clearing Subcontract shall hereinafter be jointly referred to as the "Subcontracts".

10. Under the Subcontracts, EPS was to be paid for this work on the Project in accordance with the agreed-upon hourly rates and unit prices which were proposed by EPS and accepted by Welded and directly incorporated and included in the Subcontracts as Exhibits F and A.

11. Also under the Subcontracts, EPS was to invoice Welded for such work in the manner set forth in Exhibit G to the Subcontracts.

12. EPS' work under the Subcontracts was performed as part of Welded's work for CGT under the prime contract and, therefore, for the sole benefit of CGT, and specifically for the Property and the Project. This is evidenced by, among other things, the Subcontracts' language that "[t]he Work is a portion of the goods and services to be provided by [Welded] to Columbia Gas Transmission, LLC (OWNER) for Spread 1 of the Mountaineer Express Pipeline Project in Marshall and Wetzel Counties in West Virginia."

13. EPS fully performed the work under the Subcontracts and additional work for which it invoiced Welded and such work was authorized by Welded and/or CGT.

14. Notwithstanding, on or about June 22, 2018, which was very close to the Project's completion, Welded informed EPS that it was terminating the Subcontracts under the direction of CGT.

15. EPS disputed the termination of the Subcontracts but nevertheless demobilized from the Project in compliance with the Subcontracts.

16. Prior to such termination, EPS had furnished all of the labor and materials required by the Subcontracts, all changes thereto, and the additional work up through the termination date.

17. EPS invoiced Welded for such labor and materials in the amount of $7,342,519.62.

18. Payment was due to EPS within thirty (30) days of the date of such invoicing.

19. To date, despite demand for payment in full from Welded, EPS has only been paid $3,692,219.20 for its work, leaving a balance due and owing in the amount of **$3,650,300.42**, which includes retainage. A true and correct copy of all of EPS' unpaid invoices are attached hereto as **Exhibit 3** and incorporated herein by reference.

20. All conditions precedent to the EPS' right to payment in full of the balance due under the Subcontracts, all changes thereto, and the additional work have been satisfied.

21. In order to protect its rights to payment for its completed work, on September 12, 2018, EPS filed two (2) separate Notices of Mechanics' Liens ("Mechanics' Liens") pursuant to West Virginia's Mechanics' Lien Law, W. Va. Code § 38-2-1 *et seq.*, as amended (the "Lien Law"), in Marshall County and Wetzel County, West Virginia, which were the counties where the Project was located and where EPS performed the work for which it has not yet been paid. The former being filed with the Clerk of the Marshall County Commission, at Instrument No. 1445514, Mechanic's Lien Book 11 at page 574, in the amount of $3,650,300.42, and the latter being filed with the Clerk of the Wetzel County Commission, at Instrument No. 257004, Mechanic's Lien Book 6 at page 872, in the amount of $3,650,300.42. True and correct copies of the Mechanics' Liens are attached hereto as **Exhibit 4** and **Exhibit 5**, respectively, and incorporated herein by reference.

22. On October 22, 2018, Welded filed a voluntary petition for relief under Chapter 11

of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the "Court").

23. On or about March 8, 2019, EPS filed Complaints to Foreclose the Mechanics' Liens in the Circuit Courts for Marshall County and Wetzel County, West Virginia.

24. On or about April 10, 2019, the Complaints to Foreclose the Mechanics' Liens were removed to the United States Bankruptcy Court for the Northern District of West Virginia.

25. On June 26, 2019, the United States District Court for the Northern District of West Virginia granted CGT's motion to transfer venue of the Plaintiff's Complaints to Foreclose the Mechanics' Liens to this Court.

26. On May 6, 2020, the Court entered a Scheduling Order that, *inter alia*, consolidated the Plaintiff's Complaints to Foreclose the Mechanics' Liens into a single adversary proceeding (Adv. Proc. No. 19-50274) included in Welded's bankruptcy proceeding.

Count I - Enforcement of Mechanics' Liens
(EPS v. CGT and Welded)

27. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 25 above as if set forth fully herein.

28. As a result of its ownership in the real property and pipeline subject to the mechanics' liens, CGT is an "owner" under the Lien Law.

29. CGT is also an incorporated company for purposes of Article 2-31 of the Lien Law.

30. Currently Welded is a nominal defendant only, whereby relief from the automatic stay was granted by the Court in its May 6, 2020 Scheduling Order to allow EPS to add Welded into the instant adversary proceeding as a necessary party under the Lien Law.

31. On or about June 20, 2018, EPS last supplied labor and/or materials to the Project and upon the Property.

32. EPS' Mechanics' Liens relate to labor and materials provided by EPS as a

Subcontractor to the Contractor for the Project and upon the Property for the benefit of CGT, as defined by Article 2-2 of the Lien Law.

33. EPS filed its Mechanics' Liens as described in paragraph No. 20 above, which is incorporated herein by reference.

34. EPS served notice of the filings of its Mechanics' Liens, and copies of its Mechanics' Liens, upon CGT's registered agent, Corporation Service Company, on or about September 25, 2018. True and correct copies of the Affidavit of Service of the Plaintiff's Mechanics' Liens upon CGT c/o Corporation Service Company is attached hereto as **Exhibit 5** and incorporated by reference herein.

35. Despite the performance of all conditions precedent by EPS, the aforesaid Mechanics' Liens remain unsatisfied, and EPS brings this action in accordance with Article 2-34 of the Lien Law to enforce its Mechanics' Liens.

36. The unpaid principal amount due and owing to EPS on account of the aforesaid Mechanics' Liens is **$3,650,300.42**.

WHEREFORE, Claimant/Plaintiff, Earth Pipeline Services, Inc., demands that judgment be entered in its favor and against Defendant Columbia Gas Transmission, LLC, and/or its title and interest in the Property, in the amount of $3,650,300.42, plus pre-judgment interest, costs, and penalty and attorneys' fees (if applicable) on this Count I of the Amended Complaint to enforce its Mechanics' Liens, and requests that this Honorable Court order a sale of Defendant Columbia Gas Transmission, LLC's title and interest in the Property on which Claimant/Plaintiff, Earth Pipeline Services, Inc.'s, Mechanics' Liens are established pursuant to Section 2-35 of the Lien Law, or so much thereof as may be sufficient to satisfy said Mechanics' Liens.

Count II – Unjust Enrichment
(EPS v. CGT)

37. Plaintiff repeats and realleges only the allegations contained in paragraphs 1 through 6 above as if set forth fully herein.

38. As owner of the Project and the Property, the construction of the pipeline and the associated work performed and materials supplied in conjunction therewith on the Property resulted in an improvement to the Property and, therefore, an increase to the value of the Property, which is a direct to CGT.

39. Included in that improvement was the performance of certain mechanical clearing and hand felling work, the delivery of certain materials, and associated work by EPS which CGT authorized and/or ordered directly to EPS through its Project representative, Welded, which was separate from the scope of work that EPS performed for Welded under their direct contracts, and for which EPS expected to be paid and CGT expected to pay EPS.

40. CGT never paid EPS, Welded or any other entity for any of this certain mechanical clearing and hand felling work despite CGT having knowledge of the benefit of this work and accepting and appreciating the benefit of this work.

41. The relevant work is described below in Paragraph Nos. 42 through 46.

42. The first item of work that EPS performed directly for the benefit of CGT occurred during the time period of May 31 through June 2 of 2018 after EPS was directed by CGT, through the communication of Mett Carroll of Welded on May 26, 2018, who indicated to EPS that the work was ordered by CGT, to haul eleven hundred and sixty-six (1,166) feet of timber logs from a certain part of the Property. The value of such work was $69,960.00 ($60 per foot x 1,166 feet) and such work was not part of any of scope of work included in the contracts between Welded and EPS.

43. Second, on May 14, 2018, for the purpose of a cultural survey benefiting CGT, CGT changed the usage designation of Access Road 7.8 to “Foot Traffic Only” which prevented EPS from being able to utilize the road for the transportation of its equipment, fuel, water, trucks and materials needed to perform certain mechanical clearing and PM burning work for three (3)

days (May 15-17, 2018). The cost to EPS in lost production of manpower and equipment rental for this idle stand-by time was $223,938.12.

44. Third, just prior to CGT's ordering of termination of EPS from the Project, from June 15 through June 18 of 2018, CGT ordered a safety stand-down and EPS was directed by CGT, through the communication of Mett Carroll of Welded, to place its equipment and laborers on stand-by so that the crews would be ready to return to work once the safety stand down was lifted. The cost to EPS in lost production of manpower and equipment rental for this idle stand down was $597,396.00.

45. Finally, due to CGT's change in the steep slope plan for the Project, EPS utilized additional manpower and equipment to perform certain mechanical clearing and hand felling work for CGT that was separate and independent from the work that was included in EPS' contracts with Welded on the Project.

46. More specifically, this additional manpower and equipment was necessary to meet the stringent work requirements related to the revised steep slope plan for the Project which was not included in the construction specifications for the Project provided to EPS prior to EPS' initial engagement on the project , but rather which was provided to EPS subsequent to the start of its work on the Project and, after undergoing several revisions, was finally titled "Steep Slope Work Plan MX00981-WEL-CO-PLN-0002" (the "Steep Slope Plan"). EPS performed this work in direct response to CGT's directives under the new Steep Slope Plan, which was provided to EPS through CGT's Project representative, Welded. The total value of this work was $2,250,627.00.

47. EPS invoiced CGT for all four (4) of these items of extra work through CGT's Project representative, Welded, and Welded has contested all four (4) of these claims taking the position that the claims are for work performed outside Welded's contracts with EPS.

48. CGT, through its Project representative, Welded, requested that EPS furnish or

provide all of the above-described work items and materials for incorporation into the Property, and into the construction of the Project and/or the pipeline with the understanding that EPS expected payment for such work and materials by CGT.

49. This work and these materials supplied by EPS to the Property enhanced its value, thereby resulting in substantial benefit to CGT.

50. Despite EPS' performance of this work and the furnishing of these materials to the Property, Project and/or pipeline, and CGT's enjoyment and use of same, EPS has still not been paid for such work; nor has CGT paid anyone else for this work

51. EPS provided this labor, equipment, materials and services to CGT at the request or direction of CGT, all as more fully set forth above.

52. EPS did not do so as a volunteer, but rather acted with a justifiable expectation of compensation for such quantities of labor, equipment, materials and services.

53. As the owner of the Project and the Property, CGT continuously observed the benefits of this work on the Project.

54. CGT accepted all of this work performed and completed by EPS on the Project.

55. CGT's retention of the benefits of this work under such circumstances, without adequate compensation therefore, is unfair, unjust and inequitable.

56. As a result, CGT has been unjustly enriched by its retention of the benefits of this work without paying adequate compensation to EPS on account thereof.

57. As a result of such unjust enrichment, EPS is entitled to be paid restitution by CGT for this labor, equipment, and services it provided to the Project and for which CGT has accepted and enjoyed the use thereof.

58. The reasonable value of the benefits conferred upon CGT by reason of this work is equal to or greater than $3,141,921.12.

59. Accordingly, CGT is liable to EPS for damages in a principal sum not less than $3,141,921.12.

60. EPS has performed, satisfied and otherwise discharged all conditions precedent to its right to claim payment and to have judgment entered in its favor and against CGT in the amount of **$3,141,921.12**, plus prejudgment interest.

WHEREFORE Claimant/Plaintiff, Earth Pipeline Services, Inc., demands that judgment be entered in its favor and against Defendant, Columbia Gas Transmission, LLC, in an amount of $3,141,921.12, plus prejudgment interest, costs and any other further relief that this Court may deem appropriate under the circumstances.

Count III – *Quantum Meruit*
(EPS v. CGT)

61. Plaintiff repeats and realleges the allegations contained in paragraphs 37 through 60 above as if set forth fully herein.

62. At the request and with the knowledge of CGT, EPS provided CGT, as owner of the Project and the Property, with certain valuable labor and material for the Project.

63. Such certain labor and material were furnished by EPS with expectation of payment and not as a volunteer.

64. EPS has placed CGT on notice of its claims and demanded payment therefor but no amounts have been received from CGT to reduce the unpaid balance.

65. Such labor and material provided a substantial benefit to CGT, which it has retained, but for which it has failed and refused to make payment to EPS nor anyone else.

66. Welded denies that any of this work was within the scope of the contracts between EPS and Welded.

67. Because such work is disputed by Welded as not being included under its contracts with EPS, EPS would have no adequate remedy at law, and it would be inequitable and

unjust to allow CGT to retain the benefit that CGT received from this work performed by EPS, which has a reasonable value of at least $3,141,921.12, without making payment for said benefit.

68. Therefore, EPS is entitled to restitution in the form of *quantum meruit* for the reasonable value of this labor, equipment, and services that it performed and supplied for the Project and for the benefit of CGT, and for which it has not been paid, in an amount equal to **$3,141,921.12**.

WHEREFORE Claimant/Plaintiff, Earth Pipeline Services, Inc., demands that judgment be entered in its favor and against Defendant, Columbia Gas Transmission, LLC, in an amount of$3,141,921.12, plus prejudgment interest, costs and any other further relief that this Court may deem appropriate under the circumstances.

Respectfully submitted,

COHEN, SEGLIAS, PALLAS, GREENHALL & FURMAN, P.C.

/s/ *Stephen A. Venzie*
Stephen A. Venzie, Esquire (DE Bar I.D. No. 5716)
Sally J. Daugherty, Esquire (DE Bar I.D. No. 5473
500 Delaware Avenue, Suite 730
Wilmington, DE 19801
(302) 425-5089

DATED: January 13, 2021

Attorneys for Earth Pipeline Services, Inc.

EXHIBIT 1

CONSTRUCTION SUBCONTRACT

Subcontract Number: **2018-01-01.1 Hand Felling**

Subcontractor: **EARTH PIPELINE SERVICES, INC.**
Address: 135 Technology Drive, Suite 100, Canonsburg, PA 15317

Contact: Joshua Roberts
jroberts@earthpipelines.com
Office: 724-243-3699
Cell: 412-737-3442

Work Locations: Marshall County and Wetzel Counties, WV

Yard Address: 169 Distribution Road, Triadelphia, WV 26059

This subcontract is effective as of the 8th the day of March 2018, by and between **Welded Construction, L.P.**, a Delaware Limited Partnership (CONTRACTOR) and the above named SUBCONTRACTOR (the "Parties"). The Parties hereby agree that all Work specified below 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. SUBCONTRACTOR shall perform all activities in accordance with these principles and all provisions of this Subcontract Agreement that consists of this Subcontract Agreement, the following documents and the attachments, appendices, drawings, specifications, documents and exhibits specified therein and hereby incorporated herein (Subcontract):

Subcontract Form of Agreement
Exhibit "A" – Labor and Equipment Rates – Extra Work
Exhibit "B" – Administrative Forms
Exhibit "C" – Insurance Requirements
Exhibit "D" – Additional Insured
Exhibit "E" – Baseline Schedule
Exhibit "F" – Subcontractor Proposal
Exhibit "G" – General Terms & Conditions
Exhibit "H" – Safety Requirements
Exhibit "I" – CPG *Environmental Standards – West Virginia*
Exhibit "J" – CPG Pipeline Construction Standard CS.220.001 (2016)

A. WORK TO BE PERFORMED (Work): Except as specified elsewhere in the subcontract, SUBCONTRACTOR shall furnish all union labor; materials; tools; supplies; equipment; transportation; supervision; technical, professional and other services; and shall perform all operations necessary and required to satisfactorily perform the following:

Hand Felling of trees on the pipeline construction right-of-way (ROW), all extra work spaces and access roads requiring tree-removal (the "Work") for the above-described project in Marshall and Wetzel Counties in West Virginia, subject to all applicable environmental guidelines and Construction Stipulations including but not limited to the following:

- TREES: Trees will be cut in standard log lengths and dropped to the ground

See attached Exhibit F (Subcontractor's proposal dated March 5, 2018) for additional details, assumptions and exclusions.

The Work is a portion of the goods and services to be provided by CONTRACTOR to Columbia Gas Transmission, LLC (OWNER) for **Spread 1** of the **Mountaineer Express Pipeline Project in Marshall and Wetzel Counties in West Virginia.**

B. SCHEDULE: The Work shall be performed in accordance with the dates set forth in the Exhibit "E".

- Work to begin on or about March 9, 2018, but no later than March 9, 2018.
- Subject to the date Work actually begins, the Work is to be completed on or about April 28, 2018 unless time period is specifically extended in writing. The Baseline Schedule reflected in Exhibit E and the anticipated completion date will be adjusted/extended to correlate with the date Work actually begins.

C. *COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of this* subcontract, CONTRACTOR shall pay to SUBCONTRACTOR compensation in accordance with the prices for

- Mobilization
- Hand Felling-Right –of-way
- Hand Felling – Access Roads

set forth in Exhibits F, A and with the payment provisions of this subcontract (Exhibit G).

This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

CONTRACTOR:		**SUBCONTRACTOR:**	
Welded Construction, L.P.		**Earth Pipeline Services, Inc.**	
Authorized Signature:		Authorized Signature:	
Print Name:	Mett D. Carroll	Print Name:	Joshua D. Roberts
Print Title:	Project Manager	Print Title:	Chief Executive Officer

45-4611593

(Federal Tax Payer I.D. Number)

EXHIBIT 2

CONSTRUCTION SUBCONTRACT

Subcontract Number: **2018-01-01.2 Mechanical Clearing**

Subcontractor: **EARTH PIPELINE SERVICES, INC.**
Address: 135 Technology Drive, Suite 100, Canonsburg, PA 15317

Contact: Joshua Roberts
jroberts@earthpipelines.com
Office: 724-243-3699
Cell: 412-737-3442

Work Locations: Marshall County and Wetzel Counties, WV

Yard Address: 169 Distribution Road, Triadelphia, WV 26059

This subcontract is effective as of the 20th the day of March 2018, by and between **Welded Construction, L.P.**, a Delaware Limited Partnership (CONTRACTOR) and the above named SUBCONTRACTOR (the "Parties"). The Parties hereby agree that all Work specified below 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. SUBCONTRACTOR shall perform all activities in accordance with these principles and all provisions of this Subcontract Agreement that consists of this Subcontract Agreement, the following documents and the attachments, appendices, drawings, specifications, documents and exhibits specified therein and hereby incorporated herein (Subcontract):

Subcontract Form of Agreement 2018-01-01.2 Mechanical Clearing
Exhibit "A" – Labor and Equipment Rates – Extra Work (see attachment to subcontract 2018-01-01.1)
Exhibit "B" – Administrative Forms (see attachment to subcontract 2018-01-01.1)
Exhibit "C" – Insurance Requirements (see attachment to subcontract 2018-01-01.1)
Exhibit "D" – Additional Insured (see attachment to subcontract 2018-01-01.1)
Exhibit "E" – Baseline Schedule (see attachment to subcontract 2018-01-01.1)
Exhibit "F" – Subcontractor Proposal (see attachment to subcontract 2018-01-01.1)
Exhibit "G" – General Terms & Conditions (see attachment to subcontract 2018-01-01.1)
Exhibit "H" – Safety Requirements (see attachment to subcontract 2018-01-01.1)
Exhibit "I" – CPG Environmental Standards – West Virginia (see attachment to subcontract 2018-01-01.1)
Exhibit "J" – CPG Pipeline Construction Standard CS.220.001 (2016) (see attachment to subcontract 2018-01-01.1)

A. WORK TO BE PERFORMED (Work): Except as specified elsewhere in the subcontract, SUBCONTRACTOR shall furnish all union labor; materials; tools; supplies; equipment; transportation; supervision; technical, professional and other services; and shall perform all operations necessary and required to satisfactorily perform the following:

Mechanical Clearing of the pipeline construction right-of-way (ROW), all extra work spaces and access roads *(the "Work") for the above-described project in Marshall and Wetzel Counties in West Virginia, subject to all* applicable environmental guidelines and Construction Stipulations including but not limited to the following:

- TREES: Trees will be cut in standard log lengths and placed adjacent to the ROW.
- BRUSH: Brush may be windrowed inside of and adjacent to the Limits of Disturbance ("LOD"), chipped and broadcast on and/or off ROW in upland areas, or burned. There is to be no hauling of material.
  - Timber/Brush may be processed, windrowed, chipped and broadcast, or burned.
- STUMPS: Stumps to be ground and incorporated into the soil (per the EMCP and Environmental Construction Standards) or burned
- MULCHING/MOWING: Any brush, tops, etc., remaining after skidding, chipping and/or burning activities may be mulched and incorporated into the soil (in accordance with the EMCP and Environmental Construction Standards).

See attached Exhibit F (Subcontractor's proposal dated March 5, 2018) for additional details, assumptions and exclusions.

The Work is a portion of the goods and services to be provided by CONTRACTOR to Columbia Gas Transmission, LLC (OWNER) for **Spread 1** of the **Mountaineer Express Pipeline Project in Marshall and Wetzel Counties in West Virginia.**

B. SCHEDULE: The Work shall be performed in accordance with the dates set forth in the Exhibit "E".

- Work (Mechanical Clearing) to begin on or about March 19, 2018, but no later than March 30, 2018.
- Subject to the date Work actually begins, the Work is to be completed on or about May 20, 2018 unless time period is specifically extended in writing. The Baseline Schedule reflected in Exhibit E and the anticipated completion date will be adjusted/extended to correlate with the date Work actually begins.

C. COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth in Exhibits F and A and with the payment provisions of this subcontract (Exhibit G), it being specifically understood and acknowledged by the Parties that invoicing under this subcontract 2018-01-01.2 specifically excludes any and all quantities or amounts already/previously invoiced under subcontract 2018-01-01.2.

01.1₂

This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

CONTRACTOR:	**SUBCONTRACTOR:**
Welded Construction, L.P.	**Earth Pipeline Services, Inc.**
Authorized Signature:	Authorized Signature:
Print Name: Matt Carroll	Print Name: Joshua D. Roberts
Print Title: PM	Print Title: Chief Executive Officer

45-4611593

(Federal Tax Payer I.D. Number)

As it Pertains to Project	CPG Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-01

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Mountaineer Xpress – RFP Tree Clearing

From:	Tanner Bechtel, Earth Pipeline Services, Inc.
Date:	February 8th13th, 2018
Project Name:	Mountaineer Xpress Pipeline – Spread #1
Subject:	RFP – Tree Clearing

Dear All:

Earth Pipeline Services, Inc. ("CONTRACTOR") appreciates the opportunity to provide **Welded Construction, L.P.** ("COMPANY") with this proposal for timber clearing on the Mountaineer Xpress Pipeline Project. In the event any terms or provisions of this proposal contradicts or are inconsistent with the terms of the scope of work presented to CONTRACTOR, the terms of this proposal shall have precedence and be deemed controlling. CONTRACTOR's proposal is to provide a bid for services based on the provided alignment, scope of work, intended start dates/schedules, and the understanding of customary construction services in the given terrains.

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REQUEST FOR PROPOSAL RESPONSE

EXHIBIT F

Subcontractors Proposal

As it Pertains to Project	CPG Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-01

Project Info						
Project Name:				Mountaineer Xpress - Spread #1		
Project Location:				Marshall & Wetzel Co., WV		
Project Length:				Ft | MI	99,436	18.83
Submittal Info						
Client:				Welded Construction, L.P.		
Services:				Clearing, RCE, & ECD		
Start Date | Completion Date				3/9/2018		TBD
Item #	Item Description	Service	Est Qty	U/M	Unit Price	Total
1	**Timber Clearing**					
	Mobilization	Mob	1.00	EA	$ 350,000.00	$ 350,000.00
	Grubbing - ROW	Complete Spread	99,436.00	LF	$ 52.00	$ 5,170,672.00
	Grubbing - Access Roads - Windrow, Burn, Chip	Complete Spread		LF	$ 12.00	$ -
	Hand Felling - Right-of-way	Complete Spread	99,436.00	LF	$ 7.95	$ 790,516.20
	Hand Felling - Access Roads	Complete Spread		LF	$ 3.55	$ -
	Haul Wood Chips (within 20-miles one-way of location)	Haul/Remove		LF	$ 60.00	$ -
	Haul Logs (within 20-miles one-way of location)	Haul/Remove		LF	$ 60.00	$ -
	Haul Logs & Chips (within 20-miles one-way of location)	Haul/Remove		LF	$ 90.00	$ -
	**T&M charged in addition for locations outside of 20-miles.	Haul/Remove		T&M	T&M	$ -
	** Complete Spread to mean all footage from start to finish.					
2	**RCE**					
	Install Goal Posts	Provide & Install	-	EA	$ 600.00	$ -
	Install Rock Construction Entrance (RCE) Construction (50' x 20' typical)	Install	-	EA	$ 6,500.00	$ -
	Install Flume Pipe, Plastic, 20' Length (minimum of 20" diameter)	Install	-	LF	$ 25.00	$ -
3	**Fencing**					
	Install Orange Safety Fence	Provide & Install	-	LF	$ 6.00	$ -
	Install Fence Gaps	Provide & Install	-	EA	$ 750.00	$ -
	Install 4-Strand Barbed Wire Fencing, w/metal T-Posts	Provide & Install	-	LF	$ 6.75	$ -
	Install 5-Strand Barbed Wire Fencing, w/metal T-Posts	Provide & Install	-	LF	$ 7.75	$ -
4	**Erosion Controls**					
	Install Standard Silt Fence	Install	-	LF	$ 6.50	$ -
	Install Super Silt Fence	Install	-	LF	$ 12.50	$ -
	Install 8" Diameter Compost Filter Sock	Install	-	LF	$ 5.50	$ -
	Install 12" Diameter Compost Filter Sock	Install	-	LF	$ 8.00	$ -
	Install 18" Diameter Compost Filter Sock	Install	-	LF	$ 11.25	$ -
	Install 24" Diameter Compost Filter Sock	Install	-	LF	$ 15.50	$ -
	Install 32" Diameter Compost Filter Sock	Install	-	LF	$ 23.00	$ -
5	**Timber Mats**					
	Load, Haul & Place 18' Timber Mat	Haul & Install	-	EA	$ 300.00	$ -
	Load, Haul & Place 20' Timber Mat	Haul & Install	-	EA	$ 160.00	$ -
	Load, Haul & Place 24' Timber Mat	Haul & Install	-	EA	$ 220.00	$ -
	Load, Haul & Place 30' Timber Mat	Haul & Install	-	EA	$ 280.00	$ -
	Load, Haul & Place 36' Timber Mat	Haul & Install	-	EA	$ 600.00	$ -
	Load, Haul & Place 40' Timber Mat	Haul & Install	-	EA	$ 600.00	$ -
	Relocate Timber Mat (pickup, clean, load, haul & place mat)	Haul & Install	-	EA	$ 140.00	$ -
	Perm. Bridge < 30' (incl. Sideboards and Geotextile Fabric)	Install	-	EA	$ 3,500.00	$ -
	Perm. Bridge >= 30' (incl. Sideboards and Geotextile Fabric)	Install	-	EA	$ 5,500.00	$ -
	Install Geo-textile Fabric	Install	-	SY	$ 1.40	$ -
	Wetland Sideboards	Install	-	LF	$ 10.00	$ -
6	**Move Around**					
	Move Around – Clearing Crew	Perform	-	EACH MOVE PER EACH CREW	$ 40,000.00	$ -
	Move Around – Hand Felling Crew	Perform	-	EACH MOVE PER EACH CREW	$ 5,000.00	$ -
	Move Around – Mat Crew	Perform	-	EACH MOVE PER EACH CREW	$ 25,000.00	$ -
	Move Around – Rock Construction Entrance (RCE) Crew	Perform	-	EACH MOVE PER EACH CREW	$ 10,000.00	$ -
	Move Around – Environmental Construction Device (ECD) Crew	Perform	-	EACH MOVE PER EACH CREW	$ 10,000.00	$ -
7	**Stand-By**					
	Standby – Clearing Crew	Perform	-	T&M	T&M	$ -
	Standby – Hand-Felling Crew	Perform	-	T&M	T&M	$ -
	Standby – Mat Crew	Perform	-	T&M	T&M	$ -
	Standby – Rock Construction Entrance (RCE) Crew	Perform	-	T&M	T&M	$ -
	Standby – Environmental Control Device (ECD) Crew	Perform	-	T&M	T&M	$ -

Prices are applicable to minimum quantities quoted and may be revised if quantities are increased.
All items without quantities are assumed to be unit pay items, unless otherwise agreed upon.

Based on IFC documents dated: 02/23/18
Based on Construction Line List dated: 02/23/18
Based on moving in a linear direction with zero (0) move arounds.
Based on full access road availability and usability shown in IFC documents dated: 02/23/18
Based on Earth Pipelines' winch plan submitted on 02/12/18.
All items may be revised if scope or schedule changes, as stated above.
Price to "Load, Haul & Place 18' Timber Mat" shall be $300/ 18' mat for the first 1,941 18' mats installed by Earth; every mat in addition to 1,941 18' mat will be charged at a rate of $100/ 18' mat.

- Permits: All permits, including ground disturbance, road bonds, EMA's, RUMA's, and the like, will be obtained by COMPANY.
- Staking/Flagging: All Limits of Disturbance (LOD) shall be clearly marked by COMPANY prior to timber felling and/or clearing. CONTRACTOR will not be responsible for re-marking or re-staking of any stakes that are damaged during clearing activities. Additionally, pipeline centerline will be marked at all resource crossings or foreign line crossings for accurate placement of mats.
- Rock Outcrops: COMPANY shall handle all blasting and/or hammering that is required for the safe passage of COMPANY's equipment.
- RCE/Access Roads: RCE's & Access Roads will be installed by COMPANY ahead of CONTRACTOR's clearing activities.
- Materials: Materials to be provided by COMPANY include but are not limited to the following, timber mats, silt fences, silt socks, geotextile fabric, stone/aggregate, and culverts/flumes.
- Sanitation Facilities: COMPANY shall provide sanitation facilities along the right-of-way in an adequate and accessible manner.
- Move Around: CONTRACTOR may charge a move-around in the event CONTRACTOR cannot work in a lineal direction along the right of way.
- Yard/Laydown: COMPANY will provide adequate space for CONTRACTOR at COMPANY's most local laydown yard.
- Pot Holing: COMPANY will pot hole all needed foreign easement crossing prior to CONTRACTOR's timber clearing activities.

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B. CLEARING WORK PLAN

- **Construction Clearing Scope**
  The following scope has been interpreted and selected based upon material and information provided. CONTRACTOR reserves the ability to alter the scope as long as it adheres to any processes and procedures allowed for in the RFP and/or by COMPANY.
  - Trees
    - Trees will be cut in standard log lengths and placed adjacent to the right-of-way.
      - Marketable Timber to be defined as any tree with a six-inch (6") DBH and length greater than eight-feet (8').
  - Brush
    - Brush may be windrowed inside ~~or outside~~ of, and adjacent to, the LOD, chipped and broadcast on and/or off ROW in upland areas, up to two-inches (2") thick, or burned in compliance with CPG Construction Stiplulations (Line List), Environmental and Construction specifications. There is to be no hauling of material.
      - Timber/Brush may be processed, windrowed, chipped & broadcast, or burned on adjacent properties within the LOD.
      - Burning to be permitted 24-hours per day, at a minimum from Monday (6AM) through Sunday (6AM) in compliance with State Burn Permit.
  - Stumps
    - Stumps to be ground, and incorporated into the soil or burned.
  - Mulching/Mowing
    - Any brush, tops, etc... remaining after skidding, chipping, and/or burning activities may be mulched and incorporated into the soil.

C. SAFETY

General

- 2014
  - TRIR – 0
  - Hours Worked – 26,892
  - DART – 0
- 2015
  - TRIR – 4.61
  - Hours Worked – 43,360
  - DART – 4.61
- 2016
  - TRIR – 0
  - Hours Worked – 54,122
  - DART – 0
- 2017
  - TRIR – 0
  - Hours Worked – 88,250
  - DART – 0

Safety and Winch Plans can be made available upon request.

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D. ASSUMPTIONS AND EXCLUSIONS

- **Permits**

All permits, including ground disturbance, road bonds, EMA's, RUMA's, and the like, will be obtained by COMPANY.

- **Staking/Flagging**

All Limits of Disturbance (LOD) shall be clearly marked by COMPANY prior to timber felling and/or clearing. CONTRACTOR will not be responsible for re-marking or re-staking of any stakes that are damaged during clearing activities. Additionally, pipeline centerline will be marked at all resource crossings or foreign line crossings for accurate placement of mats.

- **Rock Outcrops**

COMPANY shall handle all blasting and/or hammering that is required for the safe passage of COMPANY's equipment.

- **RCE/Access Roads**

RCE's & Access Roads will be installed by COMPANY ahead of CONTRACTOR's clearing activities.

- **Materials**

Materials to be provided by COMPANY include but are not limited to the following, timber mats, silt fences, silt socks, geotextile fabric, stone/aggregate, and culverts/flumes.

- **Stand-By**

Subject to the terms of Exhbit G, attached to and incorporated into this Subcontract 2018-01-01, Stand-By time shall be invoiced in a prorated manner each hour CONTRACTOR is restricted from working due to circumstances outside of CONTRACTOR's control. The first two (2) hours of each stand-by period shall not trigger stand-by pay.

- **Sanitation Facilities**

COMPANY shall provide sanitation facilities along the right-of-way in an adequate and accessible manner.

- **Move Around**

CONTRACTOR may charge a move-around in the event CONTRACTOR cannot work in a lineal direction along the right of way due to circumstances outside of CONTRACTOR's control~~.~~, including but not limited to, un-acquired parcels, environmental and/or safety stand-downs, and stream/road crossings in-which it is deemed not safe to cross without COMPANY properly grading the right-of-way ahead of time.

- **Yard/Laydown**

COMPANY will provide adequate space for CONTRACTOR at COMPANY's most local laydown yard.

- **Pot Holing**

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COMPANY will pot hole all needed foreign easement crossing prior to CONTRACTOR's timber clearing activities.

- **Line List and Scope of Work Interpretations and Discretion**

It is assumed that it will be at CONTRACTOR's discretion whether timber/brush is burned, chipped, or windrowed. 'Chipping' or 'disposal of brush' method to include broadcasting of chips on and/or off LOD, up to two-inches (2") thick, or burned.

EXHIBIT G

GENERAL TERMS AND CONDITIONS

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Invoicing

Subcontractor shall submit a monthly signed invoice, itemized to the Contractor's satisfaction, for the portion of the work completed, less Ten percent (10%) retainage (Retention). In conjunction to Subcontractor's signed invoice, an affidavit asserting that Contractor is in compliance with the payment terms of this Subcontract Agreement must be submitted. Within thirty (30) days after a satisfactory receipt of invoice and affidavit, payment shall be made to the Subcontractor for the Net Payable amount. The remaining (Retention) will be retained by Contractor until final acceptance of the Work and payable within forty-five (45) days. Hand Felling Work may be invoiced at five percent (5%) retainage and such retention may be invoiced upon successful completion of hand felling activities and payable NET 45. The retention invoice must include a properly executed Affidavit and Release. All invoices are to be sent via email to: ap@welded.com with a copy to jconn@welded.com.

Right to Setoff

Contractor may set off against any amount payable under the Agreement any and all present and future indebtedness of Subcontractor to Contractor.

Project Schedule

Prior to starting the Work Subcontractor shall supply a detailed Project Schedule and Man Power Chart that is in compliance with the requirements of Contractor and this Agreement. The Project Schedule shall reflect all required activities with duration, and the Man Power Chart shall reflect the required manpower to accomplish the Work and shall be updated weekly. Subcontractor shall administer the Work in accordance with the Project Schedule. Subcontractor also shall notify Contractor immediately in writing at any time that Subcontractor has reason to believe that there will be a material deviation in the Project Schedule and shall specify in said notice the corrective action planned by Subcontractor.

Time is of the Essence

Subcontractor agrees that time is of the essence in the performance of its Work. Subcontractor agrees to prosecute the Work with all due diligence and to complete the Work within the time stated in the Contract Documents or the Schedule, whichever is sooner. Prior to commencement of the Work, Subcontractor shall prepare and submit a Schedule in accordance with Contractor's requirements for completion of the Work.

Subcontractor shall continuously monitor, report, forecast and control the progress of the Work in accordance with the Schedule. Subcontractor shall provide scheduling detail as the Work progresses. If such reporting or forecasting indicates a delay or potential delay, Subcontractor shall promptly take corrective action to mitigate such delay or potential delay and to get back on schedule and to avoid such delay at no cost to Contractor.

Subcontractor's reports shall be sufficiently detailed to present Contractor with an accurate status of the Work's Schedule, variances from the Schedule and reasons therefore, and planned corrective action. Reports shall be in writing and provided as established by Contractor.

Contractor's Right to Accelerate the Work at no Additional Cost to Contractor

If Subcontractor's progress impacts Contractor's linear progression of the work, or if in the reasonable belief of the Contractor, the Subcontractor will not meet the completion dates set forth in the Subcontractor's Project Schedule, the Contractor may direct the Subcontractor to accelerate the Work in a manner acceptable to the Contractor and at no additional cost to the Contractor unless the delay is the result of the acts or omissions of the Contractor. If Contractor directs the Subcontractor to accelerate the Work, Subcontractor shall promptly provide a plan, including its recommendation, for the most effective and economical acceleration of the Work. If such plan is unacceptable to the Contractor or the Subcontractor fails to provide a plan within seven (7) Days, Contractor may direct Subcontractor to follow an acceleration plan provided by Contractor.

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Termination

Termination for Convenience. In addition to any other rights that Contractor may have hereunder, or in Law, Contractor may at any time, in the exercise of its sole and arbitrary discretion, terminate the Agreement, the Work or any portion thereof by giving no less than fourteen (14) Days' notice to Subcontractor specifying the Work or portion thereof to be terminated and the effective date of the termination. Upon receipt of such notice, Subcontractor shall continue to perform all other portions of the Work not terminated, if any, in strict accordance with the Agreement. If the Agreement or any portion thereof is terminated, in accordance with this article Subcontractor agrees to waive any claims for damages, including loss of anticipated profits or any other consequential or special damages, arising out of such termination and agrees that the sole and exclusive remedy for such termination shall be only for payment of the Work performed, including demobilization. Contractor shall not be liable for any damages (consequential, special or otherwise, including loss of profits) as a result of the termination of the Work or any portion thereof.

Termination for Cause. Contractor may, in its sole discretion, immediately terminate the Agreement or any part of the Work by giving written notice to Subcontractor if any of the following occur:

1. Subcontractor becomes insolvent or seeks protection from creditors under federal or state Law, or if a bankruptcy petition is filed against Subcontractor and not dismissed with in forty-five (45) days.
2. If an order is made or a resolution is passed for the winding up or liquidation of Subcontractor
3. If a custodian, receiver, manager or other officer with similar powers is appointed in respect of Subcontractor or any of Subcontractor's property
4. If Subcontractor ceases to carry on in the ordinary course of business
5. If a creditor takes possession of any of Subcontractors' property, or if a distress, execution or any similar process is levied or enforced against such property and remains unsatisfied by Subcontractor
6. If Subcontractor fails to comply with any requirement of this Agreement
7. If Subcontractor breaches its obligations under this Agreement
8. If Subcontractor repeatedly violates any obligation or in the reasonably opinion of Contractor has failed to meet a material requirement of this Agreement
9. If the project receives an order from any Governmental Authority for breach of Law that requires an immediate suspension of the Work, including a stop work order related to safety or environmental violations.

   Upon receipt of such notice from Contractor, Subcontractor shall discontinue the Work in accordance with the notice, and shall (i) cease performance of the Work to the extent directed by Contractor in the notice; (ii) take all actions that Contractor may direct, or as may be necessary or expected under Prudent Industry Practices for the protection and preservation of the Facility and all property or other Project Supplied Materials or supplies related thereto (in whatever stage of completion), including return of the Project Supplied Materials (including unloading and stocking for proper storage) as directed by Contractor; and (iii) at Contractor's instruction, assign its rights under all Permits, subcontracts, warranties, guarantees, and other agreements or documents pertaining to the Work to Contractor or its respective designees.
10. Subcontractor shall be liable to Contractor for all additional directs costs and expenses incurred by Contractor in completing the Work that would not have been incurred but for the termination hereunder (including any additional direct costs to complete or to have a third party complete the Work), in addition to all other rights and remedies of Contractor pursuant to the Agreement and at Law.
11. In addition to the termination rights set forth in herein, if Subcontractor has failed to comply with any of the terms of the Agreement, or is in material breach of any representation, declaration or warranty, including representations and warranties obligations, Contractor may, in its sole discretion, give Subcontractor notice of default. Subcontractor shall have five (5) Days immediately following receipt of the notice, or such longer time as Contractor believes to be reasonable and has specified in the notice

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of default or has subsequently agreed upon in writing, to remedy or to commence to remedy and diligently continue to remedy such default, failing which, Contractor may by further notice to Subcontractor terminate or suspend the whole or any part of the Agreement or the Work; provided that, where Contractor determines, in its reasonable discretion, that the default is not capable of being remedied or not capable of being remedied within a reasonable amount of time, Contractor may, by notice to Subcontractor, immediately terminate or suspend the whole or any part of the Agreement. Upon receipt of such notice from Contractor, Subcontractor shall discontinue the Work in accordance with the notice and shall (i) cease performance of the Work to the extent directed by Contractor in the notice; (ii) take all actions that Contractor may direct, or as may be necessary or expected under Prudent Industry Practices for the protection and preservation of the Facility and all property or other Project Supplied Materials or supplies related thereto (in whatever stage of completion), including return of the Project Supplied Materials (including unloading and stocking for proper storage) as directed by Contractor; and (iii) at Contractor's instruction, assign its rights under all Permits, subcontracts, warranties, guarantees, and other agreements or documents pertaining to the Work to Contractor or its respective designees. Subcontractor acknowledges that it will not be reimbursed for any costs arising from a suspension.

12. Where the whole or any part of the Agreement is suspended under this article, Contractor may, at any time, immediately terminate any or all of the suspended portion of the Agreement.

13. If the Agreement or any portion of the Work is terminated pursuant to this article, Contractor may complete or have others complete the Work. If the Agreement is terminated, Subcontractor is not entitled to further payment from Contractor until the Work is complete and Contractor has fully ascertained all of its costs and damages arising out of or related to the default (including, without limitation, legal, expert, design) (the "Completion Costs"). Any amount payable to Subcontractor for Work satisfactorily performed to the date of termination will be offset by the Completion Costs, the sum of any monies already paid to Subcontractor and any additional amount Contractor must pay to obtain satisfactory completion of the Work by others.

14. Contractor shall not be liable for any damages (consequential, special or otherwise, including loss of profits) as a result of the termination of the Work or any portion thereof by Contractor pursuant to any provisions of this article. The rights and remedies of Contractor provided in this article are in addition to the rights and remedies of Contractor provided by Law, or under any other provision of the Agreement.

15. If Contractor elects to terminate or suspend this Agreement or any part of the Work, and a court or other body of competent jurisdiction finds such termination or suspension was invalid, such termination or suspension shall be considered to be a termination for convenience.

Suspension of Work. Contractor may, in the exercise of its sole and arbitrary discretion, at any time or times, by notice to Subcontractor specifying the effective date of the suspension, require Subcontractor to suspend the Work or any portion thereof. Upon receiving written notice, Subcontractor shall discontinue the Suspended Work immediately, place no further purchase orders or subcontracts with respect to the Suspended Work, properly protect and secure the Work in accordance with Prudent Industry Practice, not remove any Work or equipment or tangibles forming part of the Work from the Work Site without written consent of Contractor, and promptly make reasonable efforts to obtain suspension terms satisfactory to Contractor with respect to all existing purchase orders, subcontracts, supply contracts and rental agreements related to the Suspended Work. Subcontractor shall continue to perform all other portions of the Work which have not been suspended by Contractor.

Contractor may at any time authorize resumption of the Suspended Work or any part thereof, by giving Subcontractor reasonable notice specifying the part of the Suspended Work to be resumed and the effective date of such resumption. Subcontractor shall resume the Suspended Work on the date and to the extent specified in the notice.

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Subcontractor shall utilize its employees, equipment and materials in such manner, and take such other steps as may be necessary or desirable to minimize the costs associated with the Suspended Work. During the period of Suspended Work, Subcontractor shall secure and protect the Suspended Work and the impacted Facilities and all materials and equipment to be used or incorporated therein.

If there is Suspended Work, such event shall constitute a Change and Contractor shall reimburse Subcontractor for those direct costs, exclusive of profit, reasonably incurred by Subcontractor as a direct result of the suspension of the Work if reimbursement is provided by Company to Contractor and provided that Subcontractor takes reasonable measures to minimize all such costs. Contractor shall not be liable for any other costs or damages, including loss of profits or any other consequential or special damages, on account of the Suspended Work or any part thereof or the deletion of Suspended Work from the Agreement. Subcontractor shall promptly provide all information and records Contractor may require to verify claimed costs.

Subcontractor acknowledges that it will not be reimbursed for any costs arising from Suspended Work that causes Subcontractor to cease all or a portion of the Work for a period of time which is less than two (2) hours before the Work can recommence. It is further acknowledged by Subcontractor that it has made adequate allowance in the Price for delays of less than two (2) hours in duration.

Notwithstanding anything else in this Suspension Article, in any circumstance where the Subcontractor is entitled to a Work Schedule extension the Contractor may, in its discretion, require compression of the Work Schedule rather than an extension of time to the extent schedule compression is reasonably practicable. In such case Subcontractor will be entitled to compensation through the change order process or as otherwise agreed for the additional efforts necessary to meet the compressed Work Schedule.

Delays caused by Subcontractor

If Subcontractor is responsible for a delay in the progress of the Work, or fails to complete any portion of the Work in accordance with the Work Schedule, then Subcontractor shall, at no additional cost to Contractor; (a) work overtime, acquire and use any necessary additional labor and equipment and perform whatever other acts are required or requested by Contractor to make up the lost time and to avoid further or other delay in the performance of the Work; (b) prepare and implement a recovery plan; and (c) work diligently to mitigate all damages incurred as a result of the delay.

Subcontractor shall promptly notify Contractor in writing: (i) of any occurrence that Subcontractor has reason to believe will materially adversely affect the Project Schedule or the Work Schedule; or (ii) if the performance of the Work is not in compliance with the Project Schedule or the Work Schedule or Subcontractor's adherence to any Critical Path progress of the Work Schedule and/or the Project Schedule is behind for any reason by more than five (5) Days.

If at any time, in the reasonable opinion of Contractor, Subcontractor is not in compliance with the Project Schedule or the Work Schedule or its adherence to the Critical Path progress of the Work Schedule and/or the Project Schedule is behind for any reason by more than five (5) Days Contractor may provide notice to Subcontractor.

Where Subcontractor has provided notice in accordance with this article, Subcontractor will specify in said notice the corrective action recommended by Subcontractor in the form of a recovery plan. Where Contractor has provided notice to Subcontractor, Subcontractor shall prepare and provide to Contractor a recovery plan within five (5) Days of receipt of the notice. The recovery plan will set forth in reasonable detail the manner in which Subcontractor intends to meet the dates set forth in the Work Schedule and the Project Schedule, including the specific steps to be taken, the expected pace of recovery, and the expected recovery date, and shall require Subcontractor to take such steps as are necessary to make up the lost time and to avoid further or other delays in the performance of the Work including, if necessary, working overtime, increasing the number of working Days or hours per Day, and acquiring and using any necessary additional labor and equipment and whatever other acts are required by Contractor. If Contractor has not commented within ten (10) Days, it shall be deemed to have reviewed the plan without comment, provided that in no event shall

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Contractor be considered to have approved a recovery plan. Subcontractor shall, at no cost to Contractor, promptly implement and thereafter shall diligently continue to adhere to the recovery plan in order to meet the dates set forth in the Work Schedule and Project Schedule. During implementation of the recovery plan Subcontractor shall provide sufficient information to Contractor to show its compliance with the recovery plan and indicating the improvements being made to the Work Schedule and Project Schedule. It is a breach of this Agreement if Subcontractor, in the opinion of Contractor, is not complying with the recovery plan or fails to provide sufficient detail to show its compliance.

Subcontractor acknowledges that the Project Schedule and Work Schedule are vital to the success of the project. In addition to any other rights and remedies of Contractor hereunder, Subcontractor further acknowledges that Contractor may incur additional costs and expenses if the Project Schedule and Work Schedule are not complied with, including costs of Other Subcontractors, internal personnel, overhead and standby costs of Contractor and Other Subcontractors, and that where such costs and expenses are incurred Subcontractor is liable therefor. In addition to any other remedies Contractor may have, where Subcontractor is not in compliance with the Project Schedule and Work Schedule the reasonable and verifiable amount of such costs and expenses may be deducted from any payments due to Subcontractor and retained by Contractor on account of such costs and expenses.

Claims for costs associated with any weather-related delays and the associated productivity impacts shall not be compensated by Contractor.

Force Majeure

"Force Majeure" means any unforeseeable act or event that: (i) renders it impossible for the affected Party to perform its obligations under this Agreement; (ii) is beyond the reasonable control of the affected Party; (iii) is not due to the fault or negligence of the affected Party; and (iv) could not have been avoided by such Party through the exercise of due diligence, including the expenditure of any reasonable sum of money. Without limiting the generality of the foregoing, Force Majeure may include any of the following events: war, riot, terrorism, act of vandalism, rebellion, epidemic, Catastrophic Weather, general strike, fire, explosion, and also includes any late delivery of Project Supplied Materials where such delay is due to any event of Force Majeure. Notwithstanding the foregoing, Force Majeure shall not include: (a) late delivery of any Subcontractor supplied equipment and materials (except to the extent that such delay is due to any event of Force Majeure), (b) delays resulting from the breakdown of any Subcontractor supplied equipment and materials, (c) delays caused by inefficiencies on the part of Subcontractor, (d) Work Site specific labor disruptions, (e) the condition of the Work Site (unless caused by an event of Force Majeure), (f) late performance caused by Subcontractor's inefficiency in hiring or failure to hire (due to unavailability or otherwise) adequate labor or supervisory personnel, (g) any local, general or seasonal weather conditions or climates except Catastrophic Weather, or (h) financial issues affecting the Party claiming the Force Majeure.

If any Party cannot comply with any obligation hereunder as a result of Force Majeure, such Party shall notify the other Party in writing as promptly as possible, but in any event within twenty-four (24) hours of such event, giving the reason for the non-compliance, particulars of the Force Majeure and the obligation or condition affected. Such event of Force Majeure shall constitute a Change, and any obligation of a Party shall be temporarily suspended during the period in which such Party is unable to perform by reason of Force Majeure, but only to the extent of such inability to perform. The obligations of Subcontractor to perform as provided by the Agreement through means not affected by the Force Majeure shall continue. The Party affected by the Force Majeure shall promptly notify the other Party as soon as such event no longer prevents it from complying with its obligation, and shall thereafter resume performance of the Work.

The Party that has given a notice of Force Majeure shall mitigate the effects of such Force Majeure on the performance of its obligations. Where the Parties reasonably believe that the Force Majeure will continue for more than five (5) Days or where the Force Majeure does continue for more than five (5) Days, the Parties shall meet as soon as practicable to review the situation and its implications on the Work Schedule and to discuss the appropriate course of action in the circumstances.

No adjustment of the Work Schedule for any event of Force Majeure shall be made with respect to the first forty-eight (48) hours of direct and actual adverse impact to the milestone dates set forth in the Work Schedule arising out of such event of Force Majeure. If the performance of the Work is delayed or interrupted as a result of Force Majeure beyond forty-eight (48) hours, the Work Schedule, only as it relates to the direct and actual adverse impact to the milestone

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dates set forth in the Work Schedule, shall be adjusted on an equitable basis. Any Work Schedule adjustment shall include only that period of time by which the Work Schedule is directly and actually delayed by such Force Majeure.

An event of Force Majeure shall not give rise to any increase to the Price or claim for delay and no productivity impact costs shall be due or payable by Contractor as a result of an event of Force Majeure.

Notwithstanding anything else in this Article, in any circumstance where the Subcontractor is entitled to a Work Schedule extension the Contractor may, in its discretion, require compression of the Work Schedule rather than an extension of time to the extent schedule compression is reasonably practicable. In such case Subcontractor will be entitled to compensation in accordance with the change order process or as otherwise agreed for the additional efforts necessary to meet the compressed Work Schedule.

Change Directives

Contractor may at any time by issuing a Change Directive to Subcontractor, require a change in the work, or the method, sequencing, conduct, or timing of the Work of this Agreement. See Exhibit B-1 for Contractor Change Directive. Subcontractor shall comply with any Change Directive, but shall have the right to claim an adjustment, if applicable. If Contractor issues a Change Directive and no agreement has been reached as to an adjustment, then the Subcontractor shall diligently proceed as though on a time and materials basis pursuant to Exhibit A (Labor and Equipment Rates). Subcontractor shall keep such project records of the daily cost incurred by completing such Change Directive and submit such records to the Contractor on a daily basis AND Subcontractor shall receive payment for completing the work associated with the Change Directive until the parties mutually agree to the terms of a Change Order. If Subcontractor and Contractor fail to agree on an Adjustment, then the provisions of the section titled “Disputes” may be invoked to resolve the dispute.

Change Orders shall contain full particulars of the Changes and any Adjustments and shall represent the full and final agreement as to the Change and any Adjustments.

In addition, in the event of an emergency which Contractor determines endangers life or property, Contractor may use oral orders to Subcontractor for any work required by reason of such emergency. Subcontractor shall commence and complete such emergency work as directed by Contractor. Such changes must be formalized in writing within forty-eight (48) hours of the event.

Subcontractor Requested Change

Subcontractor may, at any time, by written notice in a form consistent with Exhibit B-2 Subcontractor Requested Change to Contractor, request a Change within (2) days Business Days of the event giving rise to the Subcontractor’s request. Only a Change Order submitted on the approved form to the Contractor may be deemed adequate for consideration. Subcontractor expressly waives any right to a Change in the event such notice is not made within forty-eight (48) hours of the change event. Subcontractor is not permitted to proceed with any work which Subcontractor will seek a change request without prior written authorization from Contractor. Contractor will review and respond no later than (10) Business Days. All Subcontractor change requests must include all supporting documentation. Contractor shall notify Subcontractor of its acceptance or rejection of such request or such request shall be deemed rejected. If Contractor rejects the Change requested by Subcontractor, Subcontractor shall continue with the Work without the Change. If Subcontractor and Contractor fail to agree on an Adjustment, then the provisions of the Section titled “Disputes” may be invoked to resolve the dispute.

Claims

If Subcontractor has any claim against Contractor, excluding claims for payment relating to Change Orders, notice of each such claim shall be submitted in writing to Contractor within five days after the occurrence of the event giving rise to the claim. Resolution of properly filed claims is within Contractor’s sole discretion. If the Subcontractor disputes Contractor’s decision on Subcontractor’s properly filed claims, then Subcontractor may invoke the Dispute Resolution procedures of this Agreement following Final Completion of the specific Project.

Disputes

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Applicability of Dispute Resolution Procedures. Except for matters requiring immediate injunctive or similar equitable relief or matters where the relief is prescribed by Statute, all claims, disputes or other matters in question between the Parties arising out of or relating in any way to this Agreement (hereinafter collectively referred to as a "Dispute") will be resolved pursuant to this article.

Senior Officers to Resolve. The Parties shall make all reasonable efforts to resolve Disputes arising out of the performance of the Work by amicable negotiations and agree to provide without prejudice, frank, candid and timely disclosure of relevant facts, information, and documents to facilitate these negotiations. Any Dispute shall initially be submitted to a senior officer from each Party for resolution by mutual agreement between said senior officers. If either Party wishes a Dispute to be submitted to senior officers pursuant to this clause, such Party shall serve upon the other Party a notice in writing (a "Senior Officer's Notice") requesting that the Dispute be so referred. Such negotiation shall be on a without prejudice basis. However, should such senior officers fail to arrive at a mutually agreed resolution of the Dispute within thirty (30) Days, or such longer period as may be agreed by such senior officers, after service of the Senior Officer's Notice, the Dispute shall then be referred to mediation.

Mediation Proceedings
(A) If the Parties agree to refer a Dispute to mediation the Parties have thirty (30) Days from the Day such agreement is reached to agree on the appointment of a mediator (the "Project Mediator"). If the Parties do not agree on the appointment of a Project Mediator, then either Party may request the American Arbitration Association, or any similar body acceptable to the Parties, in the state where the Work Site is located (or such other state as the Parties may agree upon) to appoint a chartered mediator to act as Project Mediator, who, when so appointed, will be deemed acceptable to the Parties and to have been appointed by them. In the event such Project Mediator is unavailable to mediate a particular dispute, then the American Arbitration Association, or any similar body acceptable to the Parties may be asked to appoint a suitable replacement.

(B) The Parties will submit the Dispute in writing to the Project Mediator, and afford to the Project Mediator access to all records, documents and information related to the Dispute that the Project Mediator may request; provided however, no Party will be required to provide anything that would be protected by privilege, including but not limited to lawyer-client communications, work product, and litigation privilege, and any comparable privilege in any court or other adjudicatory body. The Parties shall meet with the Project Mediator at such reasonable times as the Project Mediator may require and shall, throughout the intervention of the Project Mediator, negotiate in good faith to resolve the dispute. All proceedings are agreed to be without prejudice, and the cost of the Project Mediator will be shared equally between the Parties.

(C) If the dispute cannot be resolved within forty-five (45) Days of the Project Mediator being requested to assist, or within such further period agreed to by the Parties, the Project Mediator may terminate the negotiations by giving notice to the Parties. However, the Project Mediator

Agreement in Full Force and Effect. Performance of the Agreement and the Work shall continue during any Dispute, provided that performance of the Work in dispute shall only continue if, and in the manner, Contractor so directs. Except as otherwise provided in this Agreement, no payments due or payable by Contractor shall be withheld on account of a Dispute other than payments which are the subject of the Dispute.

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 C - Insurance**.

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 D – Additional Insured.**

Liens
Subcontractor shall cause any Lien which may be filed or recorded against the Work, the Facility, the Work Site or any lands or property of Company to be released and discharged forthwith at the cost and expense of Subcontractor. If

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Subcontractor fails to release or obtain the release and discharge any such Lien, then Contractor may, but shall not be obliged to, discharge, release or otherwise deal with the Lien, and Subcontractor shall pay any and all costs and expenses incurred by Contractor in so releasing, discharging or otherwise dealing with the Lien, including fees and expenses of legal counsel. Any amounts so paid by Contractor may be deducted from any amounts due Subcontractor whether under the Agreement or otherwise. No amounts are payable by Contractor to Subcontractor so long as a Lien remains registered against the Work, the Facilities, the Work Site or any lands or property of Contractor, arising out of the Work.

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Subcontractors Liability and Indemnity

Subcontractor shall be liable to Contractor and Company for any and all Claims incurred by or suffered by Contractor or Company, to the property of Company, the Work or the Facilities, to the extent caused by Subcontractor's breach or non-compliance with any term or provision of this Agreement, or inaccuracy or incompleteness of any representation or warranty herein, or the fault, negligence or willful misconduct, whether active or passive, of Subcontractor or any of Subcontractor's third party vendors or Subcontractors, or their respective directors, officers, employees, agents, servants, representatives or any other person directly or indirectly acting on their behalf or under their direction or control.

Subcontractor shall defend, indemnify and hold harmless Contractor, its Affiliates, and each of their officers, directors, employees, invitees, consultants, contractors, representatives and agents and any other person directly or indirectly acting on any of the foregoing's behalf or under their direction or control (collectively, the "Contractor Indemnified Parties") from and against any and all Claims of whatever nature, including all fees and expenses of legal counsel, legal proceedings, investigations or dispute resolution costs which may be brought against Contractor Indemnified Parties or which Contractor Indemnified Parties may incur, suffer, sustain or pay to the extent caused by:

(A) any breach or non-compliance with any term or provisions of this Agreement, or inaccuracy or incompleteness of any representation or warranty, by Subcontractor;

(B) the fault, negligence, or willful misconduct, whether active or passive, of Subcontractor or any third party Subcontractor, or their respective directors, officers, employees, agents, servants, representatives or any other person directly or indirectly acting on their behalf or under their direction or control (or any acts or omissions of Contractor, Other subcontractors or their respective employees or agents while acting under the direction and control of Subcontractor or any of Subcontractor's third party vendors or Subcontractors or their respective employees or agents), related to this Agreement or the performance or non-performance of the Work hereunder;

(C) any taxes or third party obligations, or any related contributions and penalties, imposed on Subcontractor or Contractor by any Governmental Authority or other authority, to the extent payable by and the responsibility of Subcontractor as a result of the Agreement;

(D) the failure of Subcontractor or any of Subcontractor's third party vendors or Subcontractors to comply with the Law, including any fine, penalty, sanction imposed or assessed by any Governmental Authority relating to such failure, related to this Agreement or the performance or non-performance of the Work hereunder;

(E) any patent, trademark, copyright, industrial design, or other intellectual property infringement pertaining to any equipment, machinery, materials, compositions, processes, methods or designs, specified for use or used by Subcontractor in connection with the Work, except for those supplied or specified for use by Contractor to Subcontractor;

(F) all Liens and claims made or liability incurred by Contractor on account of the Work performed or materials supplied by any Subcontractor, including fees and expenses of legal counsel, but only to the extent Subcontractor has been paid by Contract all amounts due under this Agreement; and

(G) any of Subcontractor Prepared Documents being incorrect or inconsistent with the Agreement or the Law.

Subcontractor shall, at its sole cost and expense, if requested by Contractor, defend any Contractor Indemnified Party entitled to be indemnified under this article. Contractor shall have the right, if it so elects, to participate in any such defence and Subcontractor shall have the right to settle claims without first consulting Contractor, provided that if any settlement of any Claim would lead to liability or create any financial or other obligation on the part of any Contractor Indemnified Party, Subcontractor shall not enter into any such settlement without the consent of Contractor. If Contractor, acting reasonably, considers that the failure to settle any claim, demand, action or proceeding to which it or others are entitled to be indemnified by Subcontractor would be detrimental to its interests, it may so notify Subcontractor, and if, within ten (10) Days thereafter, Subcontractor fails to conclude a settlement with the claimant, then Contractor may, in its sole discretion, settle the claim, demand, action or proceeding in such amount as it considers reasonable and

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Subcontractor agrees to immediately pay to Contractor all or such portion of the amount so paid in settlement as Contractor, in its sole discretion, designates as Subcontractor's liability.

The obligations of Subcontractor under this article shall not be construed to negate, abridge or reduce other rights or remedies of any Contractor Indemnified Parties which would otherwise exist.

Contractor shall indemnify and hold harmless Subcontractor and its officers, directors, employees, consultants, and agents (collectively, the "Subcontractor Indemnified Parties") from and against any and all Claims which may be brought against Subcontractor Indemnified Parties or which Subcontractor Indemnified Parties may incur, suffer, sustain or pay arising out of or in connection with any Claims which arise on account of and are attributable to:

(A) a lack of or defect in title or an alleged lack of or defect in title to the Work Site;

(B) an environmental condition at the Work Site which is the responsibility of the project;

(C) Hazardous Materials supplied by Contractor in connection with this Agreement and while under Contractor's care and control;

(D) defective Project Supplied Materials; and

(e) the negligence or willful misconduct of Contractor Indemnified Parties.

If Contractor accepts the responsibility to indemnify a Subcontractor Indemnified Party, then it shall be entitled to retain and instruct legal counsel to act for and on behalf of such Subcontractor Indemnified Party and to settle, compromise and pay any claim, demand, action or proceeding without obtaining prior approval from the Subcontractor Indemnified Party in whose favor the indemnity has been provided. Subcontractor shall, and shall cause any other Subcontractor Indemnified Party to co-operate in all respects in contesting any third party claim for which Contractor has accepted responsibility.

The obligations of Contractor under this article shall not be construed to negate, abridge or reduce any other rights or remedies of any Subcontractor Indemnified Party which would otherwise exist.

Notwithstanding anything else in the Agreement, neither Party shall be liable to the other Party for consequential, incidental or indirect damages, except (i) to the extent of amounts recoverable under a policy or policies of insurance required to be maintained pursuant to the provisions of the Agreement, whether required to be maintained by Subcontractor or Contractor, (ii) the obligation to indemnify and defend against third party Claims arising in tort for bodily injury and property damage pursuant to article 32, or (iii) as caused by the applicable Party's willful misconduct or gross negligence.

Notwithstanding anything else in this Agreement, the maximum liability of either Party under this Agreement, whether based on tort, strict liability, breach of contract or otherwise, shall be limited to the Price, except: (i) to the extent such liability arises from the Party's fraud, gross negligence or willful misconduct; (ii) amounts recoverable under a policy or policies of insurance required to be maintained by the indemnifying Party hereunder shall be in addition to the cap on liability in this section; or (iii) pursuant to the obligation to indemnify and defend against third party Claims arising in tort for bodily injury and property damage pursuant to this Article.

Warranty:

Subcontractor represents and warrants that it has the requisite competence, skill, physical resources, and number of trained, skilled, and licensed personnel (qualified by education and experience to perform its assigned tasks), required hereunder and that it has and shall maintain the capability, experience, registrations, licenses, permits, and government approvals required to perform the Work herein.

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Subcontractor shall be duly incorporated and validly existing under the Law and it is registered and qualified to do business and perform the Work in each jurisdiction in which the Work is to be performed.

Subcontractor hereby warrants and guarantees that all Subcontractor furnished materials will be merchantable, new, unless specifically noted otherwise in the Subcontract Documents, and will be free from defects in design, workmanship, and materials; and that all Work shall be (i) performed in accordance with the industry practices within the industry prevailing at the time of the Agreement (ii) performed in compliance with all applicable federal, state or local laws, ordinances, and regulations, including all Environmental Requirements, Safety and Health Requirements, 29 CFR part 470 (the Beck Notice), and all applicable judicial decrees or voluntary remediation agreements; (iii) performed in conformance with the Subcontract Documents for the specific Project; (iv) suitable for its intended purpose as specified in the Subcontract Documents or as otherwise known by Subcontractor; (v) fit for the particular purpose intended by the Subcontract Documents; (vi) fully tested pursuant to the Subcontract Documents; and (vii) performed in a manner that does not infringe any patent, copyright, trade secret right, trademark right, or any other intellectual property or proprietary right of any third party.

In addition to Subcontractor's warranty obligations, Subcontractor agrees when applicable to the Work to be performed under this Agreement, at any time during the term of this Agreement, to repair, re-perform or replace, at Contractor's option, any Defective Work (including, without limitation, materials). All costs and expenses associated with access to or repair or replacement of Defective Work, including all transportation costs, shall be paid by Subcontractor, and Contractor may charge Subcontractor all expenses of unpacking, examining, repacking, and reshipping any rejected Defective Work. This obligation shall extend for a period of one year from the date of final payment or from the completion date for a specific Project, whichever occurs later. All warranties for any repaired or replaced Defective Work shall be extended to one year from the date of Contractor's acceptance of the repaired or replaced Defective Work or for the duration of the unused warranty period if such period is longer; however, in no event shall the Warranty Period exceed an aggregate of twenty-four (24) months. Subcontractor shall maintain equipment and replace Work damaged as a consequence of Defective Work, all without any cost to Contractor.

With respect to any materials or equipment procured by Contractor from a vendor, Contractor's liability for such materials and equipment shall be limited to "passing through" to Company the benefits of any warranty received from the applicable vendor to Company. The foregoing warranties are in lieu of all other express, implied and/or statutory warranties.

Hazardous Materials

"Hazardous Material" means any pollutant, contaminant, constituent, chemical, mixture, raw material, intermediate product, finished product or by-product, hydrocarbon or any fraction thereof, asbestos or asbestos-containing material, polychlorinated biphenyls, or industrial, solid, toxic, radioactive, infectious, disease-causing or hazardous substance, material, waste or agent, including all substances, material or wastes which are identified or regulated under any Law or the Policies and Guidelines or which may threaten life or property or adversely affect human, animal or vegetation health or the environment

Subcontractor shall examine the Project Sites involved in performing the Work and shall secure full knowledge of all reasonably ascertainable conditions under which the Work is to be executed and completed.

Subcontractor shall not perform any Work in which it uses or incorporates, in whole or in part, any Hazardous Materials in violation of any such Environmental Requirements, or in such a manner as to leave any Hazardous Materials which could be hazardous to persons or property or cause liability to Contractor. Subcontractor shall notify Contractor in writing upon receipt of any material at the Project Site requiring Material Safety Data Sheets (MSDS), and Subcontractor shall promptly provide the MSDS; furthermore, Subcontractor shall remove all unused materials and Subcontractor Waste Materials from the Project Site upon completion of the Work and properly dispose of all such Waste Materials.

Unless the release of Hazardous Materials is the subject of the Project, Subcontractor shall upon discovery of an existing or suspected release on or at the Project Site, cease Work in that area, immediately contact the Contractor's Designated Representative and notify Contractor in writing. If the release is subject to reporting pursuant to any Environmental Requirements, Subcontractor shall timely report the release to governmental authorities, or ensure in a timely manner Contractor's Representative is notified and reports the release to governmental authorities. Subcontractor shall continue Work at the Project Site in the areas unaffected by the release unless otherwise advised by Contractor. Upon receiving

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Contractor's prior written approval, Subcontractor shall remove and properly dispose of all Hazardous Materials and Waste Materials in compliance with all applicable federal, state, and local requirements governing such Hazardous Materials and removal, transportation, and disposal thereof. Upon request, Subcontractor shall provide Contractor with a copy of any licenses, permits, or manifests used in connection with the disposal of any Hazardous Materials or Waste Materials.

In the event Subcontractor transports Waste Materials to an off-site facility (or facilities) for treatment and/or disposal, Subcontractor shall ensure that such facility is in compliance with all Environmental Requirements.

Subcontractor shall handle and preserve, all Waste Materials samples, cuttings, or Hazardous Materials taken for characterization or other like reasons in a manner consistent with the level of care and skill exercised by other Subcontractors under similar circumstances at the time the samples are obtained.

Safety

The Subcontractor acknowledges Contractor's drug free workplace policy and agrees employees shall be subject to pre-employment and random testing in accordance with the Contractor's policy.

Subcontractor shall comply with all applicable local and federal safety and health requirements and laws, regulations, order, directives, codes and guidelines, including OSHA. Subcontractor shall also comply with Owner Safety and Security Requirements as attached by Exhibit, and do so without demanding further compensation from Contractor for such compliance. Site specific safety training will be required. All training will be at Subcontractors sole cost.

Subcontractor represents and warrants that it has an effective health and safety management system that ensures the Work at the Work Site will be carried out safely and in compliance with OHS Legislation and the Agreement. More specifically, Subcontractor represents and warrants that its health and safety management system includes (i) safe work procedures and policies; (ii) safety orientation courses; and (iii) any other operational controls (the "Safety Programs"), all of which meet or exceed the safety requirements of all OHS Legislation and the specifications provided by Exhibit attached as Occupational Health and Safety Specifications for Prime/General Contractors.

Subcontractor shall undertake and implement all safety measures, precautions and programs, including any special precautions which may be required due to hazardous or otherwise dangerous parts of the Work and shall provide all necessary protection to prevent damage, injury or loss to:

(a) All persons performing the Work and all other persons who may be affected by the Work;

(b) All the Work and all materials and equipment whether in storage on or off the Site, under the care, custody or control Subcontractors or agents; and

(c) Other property at the Site or adjacent areas, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury, or loss. As required by law, existing conditions, and the progress of the Work, Subcontractor shall erect, maintain, and otherwise implement all such safeguards necessary for safety and protection. Such safeguards shall include, but are not limited to, posting danger signs and other warnings against hazards, promulgating safety procedures and notifying owners and users of adjacent facilities.

Contractor and Company shall have the right to stop any work at the Work site which is thought to be unsafe or not in conformity with OHS Legislation or the Site Specific Safety Plan.

Subcontractor shall exercise the utmost care when the use or storage of explosives or other Hazardous Materials or equipment is necessary for the performance of the Work. Subcontractor shall place all explosives or Hazardous Materials under the supervision of properly qualified personnel in accordance with all existing laws, ordinances, codes, rules, regulations, orders, and decisions of all governmental authorities having jurisdiction over the Project Site.

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In any emergency affecting the safety of persons or property arising out of the Work, Subcontractor shall act immediately (i) to prevent threatened damage, injury, or loss, and (ii) contact the Contractor's Designated Representative of such emergency.

Substance Abuse Policy

a) For Projects that involve natural gas pipelines or liquefied natural gas facilities, the Department of Transportation (DOT) has instituted rules to control the use of drugs and alcohol in the Natural Gas and Hazardous Liquid Pipeline Industry as well as at Liquefied Natural Gas (LNG) facilities. All contractors that have employees who work in positions covered by the applicable regulations are required to establish an anti-drug and alcohol testing program that complies with (1) 49 CFR Parts 199 and 40 of the DOT Regulations and/or (2) applicable state requirements for natural gas pipelines or LNG facilities. The Subcontractor warrants that all of its employees performing Work for the project are in compliance with the above referenced regulations and such anti-drug and alcohol testing programs**.**

Personal Protective Equipment (PPE) shall be worn and properly utilized, at all times, by Subcontractor's employees while on the job site or while undertaking any work associated with the Project. Subcontractor shall furnish, at its own expense, any necessary material and/or training to conform to these requirements.

Owner's employees or agents may stop work or require corrective action should they determine, in their sole discretion, that Subcontractor's work procedures or equipment do not comply with applicable safety requirements. Owner's decision to stop or alter Subcontractor's unsafe work procedures or equipment shall not obligate Owner or Contractor to reimburse Subcontractor for any associated lost time or other costs. Such costs shall be the sole responsibility of the Subcontractor

Prior to commencement of construction activities, Subcontractor shall make the necessary notification(s) to the appropriate utility warning one call system(s). In areas not covered by one call systems, Subcontractor shall notify Operators of any foreign facilities encountered during construction.

Subcontractor acknowledges that it has received, read, understands, and will comply with the Minimum Requirements For Pipeline Construction In Close Proximity To High Voltage A.C. Overhead Electric Power Lines and shall comply with all requirements and standards therein.

Operator Qualification

For Projects that involve natural gas pipelines or liquefied natural gas facilities, the DOT has instituted rules establishing the requirements and responsibilities for the qualification of individuals who perform covered tasks as defined within 49 CFR, Part 192. If required by Owner or 49 CFR, Part 192 prior to October 28, 2002 and for all Projects which involve covered tasks as defined in 49 CFR, Part 192 after October 28, 2002, Subcontractor shall provide and maintain a written plan identifying its DOT Operator Qualification program that meets the requirements of 49 CFR, Part 192, Subpart N and Owner's approval. The Subcontractor shall certify that all of its employees performing Work for the project are in compliance with the above referenced regulations and any subsequent regulations issued by DOT. Subcontractor shall use only qualified employees to perform covered tasks and provide Contractor with documentation of any modifications that are made in its written plan or its employee's qualifications to perform those covered tasks (at an interval of not less than once per month).

Confidential Information

During the term of this Agreement and thereafter, except as Contractor may authorize in writing, Subcontractor shall (i) treat and cause to be treated as confidential all Confidential Information; (ii) not disclose any Confidential Information to any third party or make available any reports, recommendations, extracts, summaries, analysis or conclusions based on the Confidential Information; (iii) reveal the Confidential Information only to those employees of Subcontractor who require such access in order to perform the Work hereunder; (iv) grant access to Confidential Information only to employees of Subcontractor who have signed a confidentiality agreement (v) use or grant access to Confidential Information only in connection with the performance of Work pursuant to this Agreement; (vi) make copies of any tangible embodiment of Confidential Information only as necessary for the performance of such Work; (vii) remove any tangible

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embodiment of Confidential Information from the premises of Owner (viii) maintain the security of Confidential Information; and (ix) maintain policies and procedures and comply with all applicable laws and regulations to detect, prevent and mitigate the risk of loss, unauthorized access, use, modification, destruction or disclosure of Owner's and its Affiliates' Confidential Information.

Subcontractor may disclose only such Confidential Information as is necessary to comply with a regulatory, legal, or governmental request and only after providing immediate notification to Contractor and Owner allowing sufficient time for Owner to seek a protective or limiting order or otherwise prohibiting the disclosure of the requested Confidential Information as Owner deems necessary in its sole discretion. Subcontractor shall act in good faith to assist to seek a protective order or order limiting disclosure.

In performing the Work, at a minimum, Subcontractors shall employ industry standard data and system security measures for securing Confidential Information so as to reasonably ensure that Confidential Information is not lost or stolen, or otherwise used, modified or accessed, attempted to be accessed, or allow access to any third party without Owner's prior express written approval or by any Subcontractor employee or agent who is not authorized to access the Confidential Information. Subcontractors shall upon discovery of any breach of security or unauthorized access, immediately: (i) notify Contractor and Owner of any loss or unauthorized disclosure, possession, use or modification of the Confidential Information or any suspected attempt at such activity or breach of Subcontractors' security measures, by any person or entity; (ii) investigate and take corrective action in response thereto; and (iii) provide assurance to Owner's reasonable satisfaction that such activities or breach or potential breach shall not reoccur.

While at Owner's or its Affiliate's facilities or using Owner's or its Affiliate's equipment or accessing Owner's or its Affiliate's systems (including telephone systems, electronic mail systems, and computer systems) Subcontractors and their respective personnel shall observe and follow all applicable Owner or Affiliate policies and standards, including those policies relating to security of and access to Confidential Information as such policies and standards are modified and supplemented from time to time. Applicable policies will be made available upon request.

Upon termination of this Agreement, excluding one (1) complete set of documents for Subcontractor's records, the Subcontractor, shall either return the Confidential Information, at Owners sole discretion, to Contractor or Owner or comply with the following minimum standards regarding the proper disposal of Confidential Information: (i) implement and monitor compliance with policies and procedures that prohibit unauthorized access to, acquisition of, or use of Confidential Information during the collection, transportation and disposal of Confidential Information; (ii) paper documents containing Confidential Information shall be either redacted, burned, pulverized or shredded so that Confidential Information cannot practicably be read or reconstructed; and (iii) electronic media and other non-paper media containing Confidential Information shall be destroyed or erased so that Confidential Information cannot practicably be read or reconstructed.

If Subcontractors provision of Work involves the processing of Confidential or other information so as to place Subcontractors in a position to observe indicators of identity theft (e.g. consumer fraud alerts, notifications or warnings; suspicious documents, personal identification information, or activity; or notice from customers, law enforcement or others regarding identity theft), Subcontractors shall: (i) maintain policies and procedures to identify, detect and respond to Red Flags, substantially in accordance with Owner's program regarding such Red Flags, as updated from time to time, a current copy of which will be made available upon request, (ii) report the detection of any such Red Flags to Owner; and (iii) take appropriate measures to prevent or mitigate the risk of identity theft that may arise in the performance of such Work.

Ownership of Work Product

Any and all products of the Work performed by Subcontractor and any of its employees under this Agreement used in connection with this Agreement, including all inventions, discoveries, formulas, processes, devices, methods, compositions, compilations, outlines, notes, reports, system plans, flow charts, source codes, and other forms of computer software, algorithms, procedures, policies, data, documentation, and other materials or information which Subcontractor or any of its employees may conceive, invent, author, create, reduce to practice, construct, compile, develop, or improve in the course of performing the Work or otherwise delivered to Owner as part of the Work (collectively, "Work Product") shall be the sole and exclusive property of Owner from and after the time it is created.

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Subcontractor agrees to disclose to Contractor and Owner the existence of any Work Product of which Owner would not otherwise be aware promptly upon its creation.

Subcontractor agrees to assign and hereby does assign to Owner (together with its successors and assigns) the sole and exclusive right, title, and interest in all Work Product, including any and all related patent, copyright, trademark, trade secret, and other property or proprietary rights of any nature whatsoever. Subcontractor warrants and agrees to execute and deliver to Owner, and Subcontractor and the employees of Subcontractor to execute and deliver to Owner, any and all documents that Owner may reasonably request to convey to Owner any interest Subcontractor, or any of its employees may have in any Work Product or that are otherwise necessary to protect and perfect Owner's interest in any Work Product. Subcontractor further warrants and agrees to take, and Subcontractor agrees to cause Subcontractor's employees to take, such other actions as Owner may reasonably request to protect and perfect Owner's interest in any Work Product. Subcontractor further agrees that the sums paid to Subcontractor by Contractor in connection with Subcontractor's performance of the Work serve, in part, as full consideration for the foregoing assignment, and that said consideration is fair and reasonable, and was bargained for by Subcontractor. Subcontractor represents and warrants that it has full right, power, and authority to grant the assignment granted under this Article.

EXHIBIT A

LABOR & EQUIPMENT RATES FOR EXTRA WORK

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Labor Force

	Hourly Rate	OT Rate
General Superintendent	$ 175.00	$ 262.50
Superintendent	$ 161.50	$ 242.25
Assistant Superintendent	$ 152.00	$ 228.00
Project Manager	$ 161.50	$ 242.25
Safety Manager	$ 152.00	$ 228.00
Safety Coordinator	$ 142.00	$ 213.00
Project Engineer	$ 152.00	$ 228.00
Foreman	$ 142.50	$ 213.75
Operator	$ 123.50	$ 185.25
Mechanic	$ 123.50	$ 185.25
Oiler	$ 123.50	$ 185.25
Laborer	$ 85.50	$ 128.25
Administrative	$ 85.50	$ 128.25
Per Diem	$100/day	NA

*All rates based on 40-hour workweek

Equipment

Trucks/Trailers/Misc

Machine	Hourly Rate	Daily Rate
Pickup Truck 1/2 ton	$ 16.00	$ 144.00
Pickup Truck 3/4 ton	$ 17.00	$ 153.00
Pickup Truck 1 ton	$ 20.00	$ 180.00
Tractor - 50 ton Lowboy	$ 95.00	$ 855.00
Roll-Off - Sled	$ 85.00	$ 765.00
Roll-Off - 30 Yd	$ 85.00	$ 765.00
Roll-Off - Flatbed	$ 85.00	$ 765.00
Log/Grapple Truck	$ 95.00	$ 855.00
Mechanic Truck	$ 90.00	$ 810.00
Fuel Truck	$ 90.00	$ 810.00
Bob Dump Truck	$ 60.00	$ 540.00
18 Wheeler Dump Truck	$ 85.00	$ 765.00
Bucket Truck	$ 100.00	$ 900.00
Hybrid Trailer (Hand Felling)	$ 15.00	$ 135.00
Gooseneck trailer	$ 15.00	$ 135.00
Enclosed trailer	$ 12.00	$ 108.00
Dump Trailer	$ 13.00	$ 117.00
Morooka	$ 80.00	$ 720.00
UTV	$ 16.00	$ 144.00
Connex	$ 10.00	$ 90.00

Excavators

Machine	Hourly Rate	Daily Rate
Mini	$ 64.00	$ 576.00
10-20,000 lb	$ 124.00	$ 1,116.00
25-40,000 lb	$ 128.00	$ 1,152.00
45-50,000 lb	$ 176.00	$ 1,584.00
50-60,000 lb	$ 176.00	$ 1,584.00

EXHIBIT A

LABOR & EQUIPMENT RATES FOR EXTRA WORK

As it Pertains to Project	CPG Mountaineer Xpress, Spread 1	Subcontract Number	2018-01-01

70-80,000 lb	$ 208.00	$ 1,872.00
Excavator thumb	$ 32.00	$ 288.00
Dozers		
Machine	***Hourly Rate***	***Daily Rate***
70-80 hp	$ 96.00	$ 864.00
80-110 hp	$ 120.00	$ 1,080.00
110-160 hp	$ 144.00	$ 1,296.00
110-160 hp w/winch	$ 252.00	$ 2,268.00
160-210 hp	$ 176.00	$ 1,584.00
160-210 hp w/winch	$ 192.00	$ 1,728.00
Forestry Equipment		
Machine	***Hourly Rate***	***Daily Rate***
Feller Buncher	$ 352.00	$ 3,168.00
Track Chipper	$ 360.00	$ 3,240.00
Sneller stump grinder	$ 400.00	$ 3,600.00
Brush Mulcher (Fecon)	$ 232.00	$ 2,088.00
Forwarder	$ 248.00	$ 2,232.00
Skidder	$ 224.00	$ 2,016.00
Tagalong chipper	$ 68.00	$ 612.00
Chainsaw Stihl 261 or equivelant	$ 6.00	$ 54.00
Chainsaw Stihl 362 or equivelant	$ 7.00	$ 63.00
Chainsaw Stihl 441 or greater	$ 9.00	$ 81.00
Misc. & Supplies	Cost + 15%	
Reclamation Equipment		
Machine	***Hourly Rate***	***Daily Rate***
Track Skid Steer	$ 76.50	$ 688.50
Farm Tractor under 100 hp	$ 59.50	$ 535.50
Farm Tractor 100 hp+	$ 119.00	$ 1,071.00
Broadcast Seeder	$ 8.50	$ 76.50
Disc	$ 13.60	$ 122.40
Straw Blower	$ 42.50	$ 382.50
Round Bale Blower	$ 76.50	$ 688.50
Crimper/Cultipacker	$ 10.20	$ 91.80
15' batwing brush hog	$ 25.50	$ 229.50
Harley Rake	$ 17.00	$ 153.00
Post Driver	$ 34.00	$ 306.00
6000 lb lime buggy	$ 17.00	$ 153.00
Pressure washer	$ 17.00	$ 153.00
Trencher	$ 34.00	$ 306.00

EXHIBIT 3

EARTH PIPELINE SERVICES LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
6/11/2018	WELD-MXP-11

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 Work from Apr 6 to May 19 2018		
2,410	Mechanized Clearing - AR - Perform	12.00	28,920.00
18,661	Hand Felling - AR - Perform	3.55	66,246.55
	Retainage - 10%	-9,516.65	-9,516.65

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $85,649.90

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

Date From Friday, April 6, 2018 Date To Saturday, May 19, 2018

Contract Item	PO Item	PO Description	Description	U/M	Est Qty	Act Qty
27	1	Mobilization (Full Spread)	Mobilization	LS	1.00	-
1b	1	Timber Clearing	Grubbing - Access Roads - Windrow, Burn, Chip	LF	45,743.00	2,410.00
1d	1	Timber Clearing	Hand Felling - Access Roads	LF	45,743.00	18,661.00
1e	1	Timber Clearing	Haul Wood Chips (within 20 miles one-way of location)	LF	-	-
1g	1	Timber Clearing	Haul Logs & Chips (within 20 miles one-way of location)	LF	-	-
2a	2	Rock Construction Entrance (RCE)	Install Goal Post	EA	-	-
2b	2	Rock Construction Entrance (RCE)	Install Rock Construction Entrance (RCE) Construction (50' x 20' typical)	EA	-	-
2c	2	Rock Construction Entrance (RCE)	Install Flume Pipe, Plastic, 20' Length (minimum of 20" dia.)	LF	-	-
3a	3	Fencing	Install Orange Safety Fence	LF	-	-
3b	3	Fencing	Install Fence Gaps	EA	-	-
3c	3	Fencing	Install 4-Strand Barbed Wire Fencing, w/metal T-Posts	LF	-	-
3d	3	Fencing	Install 5-Strand Barbed Wire Fencing, w/metal T-Posts	LF	-	-
4a	4	Erosion Control Device (ECD)	Install Standard Silt Fence	LF	-	-
4b	4	Erosion Control Device (ECD)	Install Super Silt Fence	LF	-	-
4c	4	Erosion Control Device (ECD)	Install 8" Dia. Compost Filter Sock	LF	-	-
4d	4	Erosion Control Device (ECD)	Install 12" Dia. Compost Filter Sock	LF	-	-
4e	4	Erosion Control Device (ECD)	Install 18" Dia. Compost Filter Sock	LF	-	-
4f	4	Erosion Control Device (ECD)	Install 24" Dia. Compost Filter Sock	LF	-	-
4g	4	Erosion Control Device (ECD)	Install 32" Dia. Compost Filter Sock	LF	-	-
5b	5	Timber Mats	Load, Haul, & Place 20' Timber Mats	EA	-	-
5c	5	Timber Mats	Load, Haul, & Place 24' Timber Mats	EA	-	-
5g	5	Timber Mats	Relocate Timber Mats (pickup, clean, load, haul, & place mat)	EA	-	-
5j	5	Timber Mats	Install Geo-textile Fabric	SY	-	-
5k	5	Timber Mats	Wetland Sideboards	LF	-	-
6a	6	Move Around	Move Around - Clearing Crew	EA	-	-
6c	6	Move Around	Move Around - Mat Crew	EA	-	-
6d	6	Move Around	Move Around - Rock Construction Entrance (RCE) Crew	EA	-	-
6e	6	Move Around	Move Around - Environmental Construction Device (ECD) Crew	EA	-	-
7a	7	Stand-By	Standby - Clearing Crew	T&M	-	-
7b	7	Stand-By	Standby - Hand Felling Crew	T&M	-	-
7c	7	Stand-By	Standby - Mat Crew	T&M	-	-
7d	7	Stand-By	Standby - Rock Construction Entrance (RCE) Crew	T&M	-	-
7e	7	Stand-By	Standby - Environmental Construction Device (ECD) Crew	T&M	-	-

1b Grubbing - Access Roads - Windrow, Burn, Chip

Item #: 1b

Access Road Progress

Job #: E-O3-18
Date: June 8, 2018

Section	Date	Foreman	Crew	Access Rd #	Quantity
	18-Apr-18	Alan Radomski	Mechanical	AR CR21/10	1,810
3	1-May-18	Duane Rush	Mechanical	AR 5.1	300
3	3-May-18	Duane Rush	Mechanical	AR 5.1	200
3	5-May-18	Duane Rush	Mechanical	AR 5.1	100
					2,410

EARTH REPRESENTATIVE: _____ DATE: _____

WELDED REPRESENTATIVE: _____ DATE: _____

INSPECTION: _____ DATE: _____

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
	JOB NO: **2016-04**	LOCATION: **PA** (WV)	
CREW: Clearing	FOREMAN: Alan Radomski		DATE: 4-17-18
ROW CONDITION: Wet		WEATHER: Sunny 40°	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
Clearing			County RD 21/10	1810 ft

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

Cleared 1810 ft on County RD 21/10 Pleasant Ridge

MOVE AROUND: YES (NO) FROM: TO:

FOREMAN SIGNATURE:		DATE: 4-18-18
INSPECTION SIGNATURE:	Travis Tarin	DATE: 4-18-18

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: Columbia Gas	
	JOB NO: ~~2016-04~~ 2018-01	LOCATION: PA (WV)	
CREW: SPREAD 1	FOREMAN: Duane Rush	DATE: 5/1/18	
ROW CONDITION: DRY		WEATHER: SUNNY	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

MECH (339+50 → FISH CREEK) (361+50 → KICKOFF)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
MECH	339+50	345+50		600' ~~345+50~~
MECH	361+50	364+50	AR005.1	300'

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
MECH	~~339+50~~	339+50	345+50	600'	125'
MECH	~~364+50~~	361+50	364+50	6	125'
MECH (AR005.1)				300'	

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

*WORKING ON AR005.1 UNTIL WE RECEIVE DOZER CONTINUE TO BURN/PROCESS AT FISH CREEK LOCATION.

*WORKING FROM 345+50 TOWARD FISH CREEK CONTINUE TO BURN/PROCESS HEADING TOWARD FISH CREEK

*ROTOBECK DELIVERED TO SHEPARDS RDG START PROCESSING

MOVE AROUND: YES / (NO) FROM: TO:

FOREMAN SIGNATURE: [signature] DATE: 5-1-18

INSPECTION SIGNATURE: Donald J. Quick SR DATE: 5-1-18

Foreman: Duane A Rush	Phone:
Customer Rep: [illegible]	Phone: 609 332-9507

WELDED CONSTRUCTION, L.P. | Client: Columbia Gas

JOB NO: ~~2016-04~~ 2017-01 | LOCATION: PA (WV)

CREW: SPREAD 1 | FOREMAN: Duane A Rush | DATE: 5-3-18

ROW CONDITION: DRY / STEEP!! | WEATHER: Sunny

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

MECH (345+50 → Fish Creek) (361+50 → Sally's Backbone)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
Mechanized	345+50	346+00		50'
" "	361+50	361+50		~~500~~ 0'
" "	238+50	243+50		500

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
Mechanized		345+50	346+00	50'	125'
" "		361+50		~~500~~	125'
Sheppards Ridge Rd		238+50	243+50	500'	125'
MAV00 Rdg AR005.1 (Mech)				200'	25
Built Bridge (6 REG MATS					
(4 30' MATS					
20 total					

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

Sally's Backbone working 346+00 toward Fish Creek.

Fish Creek working on AR005.1 + hauling logs off R.O.W.

Working Sheppards Rdg from 243+50 toward Sally's Backbone

MOVE AROUND: YES / NO | FROM: | TO:

FOREMAN SIGNATURE: Duane A Rush | DATE: 5-3-18

INSPECTION SIGNATURE: Donald J Quick SR | DATE: 5-3-18

Foreman: Duane A Rush | Phone: 513-315-9958

Customer Rep: Donald J Quick SR | Phone: 307-689-1522

Personnel Involved In JSEA

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: Columbia Gas	
	JOB NO: ~~2016-01~~ 2018-01	LOCATION: PA WV	
CREW: SPREAD 1	FOREMAN: Duane Rush		DATE: 5-5-18
ROW CONDITION: WET		WEATHER: Cloudy / RAIN	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

FISHCREEK (360+00 WORKING TOWARD KICKOFF) SALLYS (WORKING TOWARD FISH C.)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
FISHCREEK	361+50	360+00		150'
SALLY BACKBONE	347+00	348+00		100
SHEPARDS Ridge	250+50	256+50		600'

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
FISHCREEK		361+50	360+00	150'	125'
AR005.1		N/A	N/A	100'	25'
SALLYS BACKBONE		347+00	348+00	100	125'
SHEPARDS Ridge Lane		250+50	256+50	600'	125'

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

WAITING ON WINCH PLAN UPDATE. OK TO ~~Cut~~ switch BACKS.
WORKING FISHCREEK, SALLY'S BACKBONE, SHEPARDS Ridge.

MOVE AROUND: YES / (NO) FROM: TO:

FOREMAN SIGNATURE: [signature] DATE: 5-5-18

INSPECTION SIGNATURE: Donald J. Quick SR DATE: 5-5-18

Foreman: Duane Rush Phone: 513-315-9958

Customer Rep: DONALD J QUICK SR Phone: 307-689-1522

Personnel Involved In JSEA

1d Hand Felling - Access Roads

Item #: 1d

Access Road Progress

Job #: E-O3-18
Date: June 8, 2018

Section	Date	Foreman	Crew	Access Rd #	Quantity
2	April 14, 2018	Alan Radomski	Hand Felling	AR CR21/10	950
2	April 14, 2018	Daniel Smith	Hand Felling	AR 8.4	405
2	April 18, 2018	Alan Radomski	Hand Felling	AR CR21/10	1,810
1	April 23, 2018	Duane Rush	Hand Felling	ARMA005	884
1	April 25, 2018	Duane Rush	Hand Felling	ARMA004.5/Proposed Yard 10 & 10A	1,098
1	April 25, 2018	Duane Rush	Hand Felling	ARMA004.4	287
1	April 25, 2018	Duane Rush	Hand Felling	ARMA003.7	362
1	April 25, 2018	Duane Rush	Hand Felling	ARMA003.6	390
1	April 25, 2018	Duane Rush	Hand Felling	ARMA003.5	1,771
2	April 26, 2018	Tommy Starcher	Hand Felling	ARMA008.4	5,624
2	April 27, 2018	Tommy Starcher	Hand Felling	ARMA008.3	4,080
2	May 15, 2018	Tanner Butler	Hand Felling	ARMA008.5	1,000
					18,661

EARTH REPRESENTATIVE: _____ DATE: _____

WELDED REPRESENTATIVE: _____ DATE: _____

INSPECTION: _____ DATE: _____

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
	JOB NO: **2016-04**	LOCATION: **PA** (WV)	
CREW: 1	FOREMAN: Alan Palomaki	DATE: 4.14-18	
ROW CONDITION: Wet Steep		WEATHER: Sunny 70°	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

County RD 21/10 Access

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
	Yard	11 A	County RD 21/10	

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

- Cleared 950 ft County RD. 21/10
- Cut Trees and Pulled Stumps on Road banks

MOVE AROUND: YES / (NO) FROM: TO:

FOREMAN SIGNATURE:		DATE: 4-14-18
INSPECTION SIGNATURE:	Travis Tardio	DATE: 4-14-18

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
	JOB NO: **2016-04**	LOCATION: **PA** (WV)	
CREW: Hand cutting "Earth	FOREMAN: Daniel Smith	DATE: 4-14-18	
ROW CONDITION: Steep		WEATHER: 84°	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

585+25 to 598+00

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
Hand Felling	585+25	598+00		1275
Access Rd 8.4 Hand Felling			405+50 In progress	

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

Completed creek at 595+00

Started cutting Extra Space @ 598+00 Access Rd 8.4

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE: Daniel C. Smith DATE: 4-14-18

INSPECTION SIGNATURE: JERRAD W. WEST Jerrad W. West DATE: 4-14-18

1250 Work End Location:

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
	JOB NO: **2016-04**	LOCATION: **PA** (WV)	
CREW: Clearing	FOREMAN: Alan Radomski		DATE: 4-17-18
ROW CONDITION: Wet		WEATHER: Sunny 40°	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
Clearing			County RD 21/10	1810 ft

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

Cleared 1810 ft on County RD 21/10 Pleasant Ridge

MOVE AROUND: YES (NO) FROM: TO:

FOREMAN SIGNATURE:	[signature]	DATE: 4-18-18
INSPECTION SIGNATURE:	[signature] Travis Tarin	DATE: 4-18-18

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
	JOB NO: ~~2016-04~~ 2018-01	LOCATION: PA (WV)	
CREW: SPREAD Sec 1	FOREMAN: Duane Rich	DATE: 4-23-18	
ROW CONDITION:		WEATHER: Sunny	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

367+50 → SALLY'S BACKBONE

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
MECHANIZED	367+50	365+50		200'

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
MECHANIZED		367+50	365+50	200'	125'
* PROCESS UP hill #37 AS FAR AS POSSIBLE. WAITING ON HAMMER HOE TO CONTINUE.					

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

HAND CUTTING WORK BOX WITH MECH. ALSO WORKING ON ACCESS RDS. NO FOOTAGE CLAIMABLE! (AROOS DONE)

BRIDGE BUILT. PLACE 42 MATS. (COMPLETE BRIDGE THAT HAD BEEN STARTED ~~THAT WAS~~ BUT NOT GBO-TECHED + CAPPED

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE: DATE: 4-23-18

INSPECTION SIGNATURE: DATE: 4/23/18

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P. | Client: Columbia Gas

JOB NO: ~~2016-04~~ 2018-01 | LOCATION: PA (WV)

CREW: SPREAD 1 SEC 1 | FOREMAN: Duane A Rush | DATE: 4/~~24~~25/18

ROW CONDITION: MUDDY/Soft | WEATHER: CLOUDY

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

365+00 → WORKING TOWARD SALLY'S BACKBONE

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
MECH.	365+50	N/A		0
HAND CUTTING	N/A	N/A		5630'

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
MECH		365+50	N/A	0	~~25'~~
HAND CUTTING		N/A	N/A	5630'	25'
* HAND CUT ACCESS ROADS	NO				
STATION NUMBERS.					

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

HAND CUT ACCESS ROADS AR004.5, AR004.4, AR004.1 AR003.6, AR003.7, AR003.5 & STAGING AREA 10.

~~AR003~~

MECHANIZED TRIED TO WORK. ROW TO MUDDY. SHUT DOWN BY WELDED. NOT ABLE TO WORK ON Hill with Rock H...

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE: [signature] DATE: 4/~~24~~25/18

INSPECTION SIGNATURE: [signature] DATE: 4/25/18

Foreman: Duane A Rush

Job Foreman: Tommy Starcher

Tailgate Discussion Topics:

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
MXP Project	JOB NO: **2018-01**	LOCATION: WV	
CREW: Hand felling	FOREMAN: Tommy Starcher	DATE: 4-26-18	
ROW CONDITION:		WEATHER: Sunny 43° — 65°	

AREA WORKING (STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

Access Road 8.4

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
Hand fell DB	[redacted]	[redacted]		
	[redacted]	[redacted]		
	813+13	790+60		2.253

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
CUT Access 8.4					5,624'

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

20' left at road on 89

7 trees left at station 803+00 above creek

8 trees left at 804+20 above fence line

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE:		DATE: 5-20-18
INSPECTION SIGNATURE:	JERRAD W. WEST Jerrad W. West	DATE: 5-26-18

Comments:

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**
MXP Project	JOB NO: **2018-01**	LOCATION: WV
CREW: Hand felling	FOREMAN: Tommy Starcher	DATE: 4-27-18
ROW CONDITION:		WEATHER: 50° — 66°

AREA WORKING (STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
Access 8.3 cut					4080'

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

fix fencing at 810+76

Put Two Trees Back on LOD at access 8.4

Put one Tree Back on LOD at 808.84

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE: DATE: 4/27/18

INSPECTION SIGNATURE: Richard W. West DATE: 4-27-18

Foreman: TOMMY STARCHER	Phone: 740 581-1279
Customer Rep:	Phone:

Personnel Involved In JSEA

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: Columbia Gas	
	JOB NO: 2016-04	LOCATION: PA (WV)	
CREW: Trouble tree	FOREMAN: Tanner Butler		DATE: 5-15-18
ROW CONDITION:		WEATHER:	

AREA WORKING(STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
Trouble tree			Access 8.5	1000 Ft

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

Cut trouble trees on Yeater lane Road crossing
2 trees left inspector told us to leave them
For Mechanical

MOVE AROUND: (YES) / NO FROM: Yeater lane TO: Access 8.5

FOREMAN SIGNATURE: [signature] DATE: 5-15-18

INSPECTION SIGNATURE: [signature] Rod A Adkins DATE: 5-15-18

EXHIBIT B-3

SUBCONTRACTOR RELEASE FOR INTERIM PAYMENT (US)

This Release is delivered pursuant to Exhibit L14 of the construction Contract No.: 4600008133 between Columbia Gas Transmission, LLC and Welded Construction, LP

Subcontractor's Name:	Earth Pipeline Services, Inc.
Address:	135 Technology Drive, Suite 100, Canonsburg, PA 15317
Phone No.:	724-243-3699
Project:	E-04-18
Project Owner:	Columbia Gas Transmission, LLC
Invoice Number:	WELD-MXP-11

1) I am the Controller of the Subcontractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Subcontractor.

2) I am duly authorized to make the following declaration, and to act on behalf of the Subcontractor with respect to the Project.

3) The total amount payable to the Subcontractor under its contract with the Contractor for the Project as of the May 19, 2018 is as follows:

Original contract amount:	$6,893,488.20
Change orders:	$0.00
Adjusted contract amount:	$6,893,488.20
Previous payments received:	$0.00
Current payment due:	$2,095,453.25

4) The Subcontractor hereby certifies that the current payment due, once received, constitutes all payments owing by the Contractor in the performance of the Work have been fully satisfied and paid through May 19, 2018 related to the invoice number listed above, including, but not limited to, amounts due to its subcontractors and suppliers, and amounts due for taxes, wages and fringe benefits, and there are no overdue amounts owing to its employees, subcontractors, suppliers for labour or materials furnished to the Contractor or Supplier for the Project, except for holdback monies properly retained or payments deferred by agreement or amounts withheld by reason of legitimate dispute.

5) In consideration of payment in the amount of $85,649.90 for Invoice WELD-MXP-11 and outstanding balance of $2,009,803.35 for Invoices WELD-MXP-05A, WELD-MXP-06A,WELD-MXP-07revised, WELD-MXP-08, WELD-MXP-09, and WELD-MXP-10 which will not take effect until actual receipt of payment, the Subcontractor does hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all liabilities relating to tax releases, including Governmental Units, Landowners, utilities and the like which arise out of or relate to Contractor's obligations under the Contract through May 19, 2018.

6) To the best of the Subcontractor's knowledge, there are no unsatisfied claims by third parties attributable to the Contractor and there are no liens or other indebtedness owing to itself or its subcontractors existing in connection with the Work.

7) The Subcontractor does, to the extent permitted by law, hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all claims and liabilities of any nature or kind (including any demands for labour and materials furnished by it for the Project or to assert any such claims related thereto) arising out of, relating to, or under the Contract through May 19, 2018.

8) The Subcontractor fully understands the nature and terms of and has voluntarily executed this Release for the purpose of inducing and receiving payment, making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under the Contract through May 19, 2018.

9) All of the facts hereinbefore declared are true.

Earth Pipeline Services, Inc.

Phil Bladel, Controller

Authorized Signatory

Declared before me in Canonsburg, PA, on this 14 day of June 2018

Lauren Hrvatin

Notary Public's Name
Notary Public

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Lauren Hrvatin, Notary Public
Washington County
My Commission Expires 04/27/2022
Commission Number 1331000

EARTH PIPELINE SERVICES LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
6/20/2018	WELD-MXP-13

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 Work from Jun 10 to Jun 16 2018		
500	Mechanized Clearing - ROW - Perform	52.00	26,000.00
600	Mechanized Clearing - AR - Perform	12.00	7,200.00
31	Timber Mats - 18' - Provide & Install	300.00	9,300.00
2	Perm. Bridge<30' (incl Sideboards & Geotextile Fabric)	3,500.00	7,000.00
	Retainage 10%	-4,950.00	-4,950.00

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $44,550.00

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

Date From Sunday, June 10, 2018 Date To Saturday, June 16, 2018

Contract Item	PO Item	PO Description	Description	U/M	Est Qty	Act Qty
27	1	Mobilization (Full Spread)	Mobilization	LS	1.00	-
1a	1	Timber Clearing	Grubbing - ROW	LF	99,436.00	500.00
1b	1	Timber Clearing	Grubbing - Access Roads - Windrow, Burn, Chip	LF	45,743.00	600.00
1c	1	Timber Clearing	Hand Felling - ROW	LF	99,436.00	-
1d	1	Timber Clearing	Hand Felling - Access Roads	LF	45,743.00	-
1e	1	Timber Clearing	Haul Wood Chips (within 20 miles one-way of location)	LF	-	-
1f	1	Timber Clearing	Haul Logs (within 20 miles one-way of location)	LF	-	-
1g	1	Timber Clearing	Haul Logs & Chips (within 20 miles one-way of location)	LF	-	-
2a	2	Rock Construction Entrance (RCE)	Install Goal Post	EA	-	-
2b	2	Rock Construction Entrance (RCE)	Install Rock Construction Entrance (RCE) Construction (50' x 20' typical)	EA	-	-
2c	2	Rock Construction Entrance (RCE)	Install Flume Pipe, Plastic, 20' Length (minimum of 20" dia.)	LF	-	-
3a	3	Fencing	Install Orange Safety Fence	LF	-	-
3b	3	Fencing	Install Fence Gaps	EA	-	-
3c	3	Fencing	Install 4-Strand Barbed Wire Fencing, w/metal T-Posts	LF	-	-
3d	3	Fencing	Install 5-Strand Barbed Wire Fencing, w/metal T-Posts	LF	-	-
4a	4	Erosion Control Device (ECD)	Install Standard Silt Fence	LF	-	-
4b	4	Erosion Control Device (ECD)	Install Super Silt Fence	LF	-	-
4c	4	Erosion Control Device (ECD)	Install 8" Dia. Compost Filter Sock	LF	-	-
4d	4	Erosion Control Device (ECD)	Install 12" Dia. Compost Filter Sock	LF	-	-
4e	4	Erosion Control Device (ECD)	Install 18" Dia. Compost Filter Sock	LF	-	-
4f	4	Erosion Control Device (ECD)	Install 24" Dia. Compost Filter Sock	LF	-	-
4g	4	Erosion Control Device (ECD)	Install 32" Dia. Compost Filter Sock	LF	-	-
5a	5	Timber Mats	Load, Haul, & Place 18' Timber Mats	EA	-	31.00
5b	5	Timber Mats	Load, Haul, & Place 20' Timber Mats	EA	-	-
5c	5	Timber Mats	Load, Haul, & Place 24' Timber Mats	EA	-	-
5d	5	Timber Mats	Load, Haul, & Place 30' Timber Mats	EA	-	-
5e	5	Timber Mats	Load, Haul, & Place 36' Timber Mats	EA	-	-
5f	5	Timber Mats	Load, Haul, & Place 40' Timber Mats	EA	-	-
5g	5	Timber Mats	Relocate Timber Mats (pickup, clean, load, haul, & place mat)	EA	-	-
5h	5	Timber Mats	Perm. Bridge < 30' (incl. Sideboards & Geotextile Fabric)	EA	-	2.00
5i	5	Timber Mats	Perm. Bridge > 30' (incl. Sideboards & Geotextile Fabric)	EA	-	-
5j	5	Timber Mats	Install Geo-textile Fabric	SY	-	-
5k	5	Timber Mats	Wetland Sideboards	LF	-	-
6a	6	Move Around	Move Around - Clearing Crew	EA	-	-
6b	6	Move Around	Move Around - Hand Felling Crew	EA	-	-
6c	6	Move Around	Move Around - Mat Crew	EA	-	-
6d	6	Move Around	Move Around - Rock Construction Entrance (RCE) Crew	EA	-	-
6e	6	Move Around	Move Around - Environmental Construction Device (ECD) Crew	EA	-	-
7a	7	Stand-By	Standby - Clearing Crew	T&M	-	-
7b	7	Stand-By	Standby - Hand Felling Crew	T&M	-	-
7c	7	Stand-By	Standby - Mat Crew	T&M	-	-
7d	7	Stand-By	Standby - Rock Construction Entrance (RCE) Crew	T&M	-	-
7e	7	Stand-By	Standby - Environmental Construction Device (ECD) Crew	T&M	-	-

1a Grubbing - ROW

Item # 1a

Daily Progress Report

Job #: E-O4-18
Date: 6/19/2018

Date	Section	Foreman	Crew	Comment	Start Station	End Station	Quantity ROW
June 12, 2018	2	Alan Radomski	Mechanical		641+00	646+00	500
Total							**500**

EARTH REPRESENTATIVE: _____ **DATE:** _____

WELDED REPRESENTATIVE: _____ **DATE:** _____

INSPECTION: _____ **DATE:** _____

DAILY PROGRESS/ UNIT INSTALLATION

D CONSTRUCTION, L.P. | Client: Columbia Gas

MXP Project | JOB NO: 2018-01 | LOCATION: WV

Clearing | FOREMAN: Alan Ridgeway | DATE: 6-12-18

CONDITION: Wet Steep | WEATHER: Sunny

A WORKING (STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

646+00 / 6321+00

REW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL
Clearing	646+00	6417+00		500 ft

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE: [signature] DATE: 6-12-18

INSPECTION SIGNATURE: [signature] DATE: 6-12-18

Travis Tanner

1b Grubbing - Access Roads - Windrow, Burn, Chip

Item #: 1b

Access Road Progress

Job #: E-O3-18

Date: June 19, 2018

Section	Date	Foreman	Crew	Access Rd #	Quantity
2	13-Jun-18	Larry Prater	Mechanical	AR 6.7	600
					600

EARTH REPRESENTATIVE: _____ DATE: _____

WELDED REPRESENTATIVE: _____ DATE: _____

INSPECTION: _____ DATE: _____

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
MXP Project	JOB NO: **2018-01**	LOCATION:	**WV**
CREW: Clearing	FOREMAN: Larry Grater Jr	DATE:	6-13-18
ROW CONDITION: muddy		WEATHER:	cloudy

AREA WORKING (STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

ARWZ.00.67 918+00 To 922+00

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
Clearing		ARWZ	00617		600

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

Clear Brush on ARWZ 006.7 600' worked on getting up Hill 90 & 90A as we were coming off the Hill we laid the Hoe over

MOVE AROUND: YES / (NO) FROM: TO:

FOREMAN SIGNATURE:		DATE: 6-13-18
INSPECTION SIGNATURE:	Tyler Hankins	DATE: 6-13-18

5a Load, Haul, & Place 18' Timber Mats

Date	Foreman	Start Station	End Station	Comment	Quantity
12-Jun	Larry Prater	ARWZ006.7		Bridge	15
12-Jun	Larry Prater	ARWZ006.7		Bridge	16
Total					**31**

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
MXP Project	JOB NO: **2018-01**	LOCATION: **WV**	
CREW: Clearing	FOREMAN: Larry G Prater Sr	DATE: 6-12-18	
ROW CONDITION: Muddy		WEATHER: Humid	

AREA WORKING (STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

Access Road - ARWZ 006.7

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
Hauled 16' Mats		ARWZ 006.7		24	Each
Built bridge for stream SWZN823		ARWZ 006.7		15	Each
Built bridge for stream SWZN824		ARWZ 006.7		16	Each

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATIO N).

Had JSA w/ crew @ lay down yard on Hwy 7. Un-loaded 1 hoe & 1 stump grinder. Broke down & loaded out D8T. Finished building bridge across double stream on access Road. Still needs ECD's installed. Relayed brush up the hill where skidder could drag to burn site. Pulled stumps on access road. Stripped top-soil & started grading access road. Could not burn due to welded flying pipe to Row w/ helicopter.

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE:	Logan Hammel	DATE: 6-12-18
INSPECTION SIGNATURE:	Tyler Hankins	DATE: 6-12-18

5h Perm. Bridge < 30' (incl. Sideboards & Geotextile Fabric)

Date	Foreman	Start Station	End Station	Comment	Quantity
12-Jun	Larry Prater	ARWZ006.7		Bridge	2
Total					**2**

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: Columbia Gas	
MXP Project	JOB NO: 2018-01	LOCATION: WV	
CREW: Clearing	FOREMAN: larry G Prater sr	DATE: 6-12-18	
ROW CONDITION: Muddy	WEATHER: Humid		

AREA WORKING (STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

Access Road - ARWZ 006.7

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
Hauled 16' Mats		ARWZ 006.7		24	Each
Built bridge for stream SWZN823		ARWZ 006.7		15	Each
Built bridge for stream SWZN824		ARWZ 006.7		16	Each

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATIO N).

Had JSA w/ crew @ lay down yard on Hwy 7. Un-loaded 1 hoe & 1 stump grinder. Broke down & loaded out D8T. Finished building bridge across double stream on access Road. Still needs ECD's installed. Relayed brush up the hill where skidder could drag to burn site. Pulled stumps on access road. Stripped top-soil & started grading access road. Could not burn due to welded flying pipe to Row w/ helicopter.

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE:	Logan Hammel	DATE: 6-12-18
INSPECTION SIGNATURE:	Tyler Hankins	DATE: 6-12-18

EXHIBIT B-3

SUBCONTRACTOR RELEASE FOR INTERIM PAYMENT (US)

This Release is delivered pursuant to Exhibit L14 of the construction Contract No.: 4600008133 between Columbia Gas Transmission, LLC and Welded Construction, LP

Subcontractor's Name:	Earth Pipeline Services, Inc.
Address:	135 Technology Drive, Suite 100, Canonsburg, PA 15317
Phone No.:	724-243-3699
Project:	E-04-18
Project Owner:	Columbia Gas Transmission, LLC
Invoice Number:	WELD-MXP-13

1) I am the Controller of the Subcontractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Subcontractor.

2) I am duly authorized to make the following declaration, and to act on behalf of the Subcontractor with respect to the Project.

3) The total amount payable to the Subcontractor under its contract with the Contractor for the Project as of the June 16, 2018 is as follows:

Original contract amount:	$6,893,488.20
Change orders:	$0.00
Adjusted contract amount:	$6,893,488.20
Previous payments received:	$0.00
Current payment due:	$2,142,679.20

4) The Subcontractor hereby certifies that the current payment due, once received, constitutes all payments owing by the Contractor in the performance of the Work have been fully satisfied and paid through June 16, 2018 related to the invoice number listed above, including, but not limited to, amounts due to its subcontractors and suppliers, and amounts due for taxes, wages and fringe benefits, and there are no overdue amounts owing to its employees, subcontractors, suppliers for labour or materials furnished to the Contractor or Supplier for the Project, except for holdback monies properly retained or payments deferred by agreement or amounts withheld by reason of legitimate dispute.

5) In consideration of payment in the amount of $44,550.00 for Invoice WELD-MXP-09 and outstanding balance of $2,098,129.20 for Invoices WELD-MXP-6A, WELD-MXP-07revised, WELD-MXP-08, WELD-MXP-09, WELD-MXP-10, WELD-MXP-11, and WELD-12 which will not take effect until actual receipt of payment, the Subcontractor does hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all liabilities relating to tax releases, including Governmental Units, Landowners, utilities and the like which arise out of or relate to Contractor's obligations under the Contract through June 16, 2018.

6) To the best of the Subcontractor's knowledge, there are no unsatisfied claims by third parties attributable to the Contractor and there are no liens or other indebtedness owing to itself or its subcontractors existing in connection with the Work.

7) The Subcontractor does, to the extent permitted by law, hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all claims and liabilities of any nature or kind (including any demands for labour and materials furnished by it for the Project or to assert any such claims related thereto) arising out of, relating to, or under the Contract through June 16, 2018.

8) The Subcontractor fully understands the nature and terms of and has voluntarily executed this Release for the purpose of inducing and receiving payment, making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under the Contract through June 16, 2018.

9) All of the facts hereinbefore declared are true.

Earth Pipeline Services, Inc.

Phil Bladel, Controller

Authorized Signatory

Declared before me in Canonsburg, PA, on this 28 day of June 2018

Lauren Hrvatin

Notary Public's Name
Notary Public

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Lauren Hrvatin, Notary Public
Washington County
My Commission Expires 04/27/2022
Commission Number 1331000

EARTH PIPELINE SERVICES LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
7/3/2018	WELD-MXP-14

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 Work from Jun 17 to Jun 23 2018		
2,605	Mechanized Clearing - AR - Perform	12.00	31,260.00
	Retainage 10%	-3,126.00	-3,126.00

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $28,134.00

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

Date From Sunday, June 17, 2018 Date To Saturday, June 23, 2018

Contract Item	PO Item	PO Description	Description	U/M	Est Qty	Act Qty
27	1	Mobilization (Full Spread)	Mobilization	LS	1.00	-
1a	1	Timber Clearing	Grubbing - ROW	LF	99,436.00	-
1b	1	Timber Clearing	Grubbing - Access Roads - Windrow, Burn, Chip	LF	45,743.00	2,605.00
1c	1	Timber Clearing	Hand Felling - ROW	LF	99,436.00	-
1d	1	Timber Clearing	Hand Felling - Access Roads	LF	45,743.00	-
1e	1	Timber Clearing	Haul Wood Chips (within 20 miles one-way of location)	LF	-	-
1f	1	Timber Clearing	Haul Logs (within 20 miles one-way of location)	LF	-	-
1g	1	Timber Clearing	Haul Logs & Chips (within 20 miles one-way of location)	LF	-	-
2a	2	Rock Construction Entrance (RCE)	Install Goal Post	EA	-	-
2b	2	Rock Construction Entrance (RCE)	Install Rock Construction Entrance (RCE) Construction (50' x 20' typical)	EA	-	-
2c	2	Rock Construction Entrance (RCE)	Install Flume Pipe, Plastic, 20' Length (minimum of 20" dia.)	LF	-	-
3a	3	Fencing	Install Orange Safety Fence	LF	-	-
3b	3	Fencing	Install Fence Gaps	EA	-	-
3c	3	Fencing	Install 4-Strand Barbed Wire Fencing, w/metal T-Posts	LF	-	-
3d	3	Fencing	Install 5-Strand Barbed Wire Fencing, w/metal T-Posts	LF	-	-
4a	4	Erosion Control Device (ECD)	Install Standard Silt Fence	LF	-	-
4b	4	Erosion Control Device (ECD)	Install Super Silt Fence	LF	-	-
4c	4	Erosion Control Device (ECD)	Install 8" Dia. Compost Filter Sock	LF	-	-
4d	4	Erosion Control Device (ECD)	Install 12" Dia. Compost Filter Sock	LF	-	-
4e	4	Erosion Control Device (ECD)	Install 18" Dia. Compost Filter Sock	LF	-	-
4f	4	Erosion Control Device (ECD)	Install 24" Dia. Compost Filter Sock	LF	-	-
4g	4	Erosion Control Device (ECD)	Install 32" Dia. Compost Filter Sock	LF	-	-
5a	5	Timber Mats	Load, Haul, & Place 18' Timber Mats	EA	-	-
5b	5	Timber Mats	Load, Haul, & Place 20' Timber Mats	EA	-	-
5c	5	Timber Mats	Load, Haul, & Place 24' Timber Mats	EA	-	-
5d	5	Timber Mats	Load, Haul, & Place 30' Timber Mats	EA	-	-
5e	5	Timber Mats	Load, Haul, & Place 36' Timber Mats	EA	-	-
5f	5	Timber Mats	Load, Haul, & Place 40' Timber Mats	EA	-	-
5g	5	Timber Mats	Relocate Timber Mats (pickup, clean, load, haul, & place mat)	EA	-	-
5h	5	Timber Mats	Perm. Bridge < 30' (incl. Sideboards & Geotextile Fabric)	EA	-	-
5i	5	Timber Mats	Perm. Bridge > 30' (incl. Sideboards & Geotextile Fabric)	EA	-	-
5j	5	Timber Mats	Install Geo-textile Fabric	SY	-	-
5k	5	Timber Mats	Wetland Sideboards	LF	-	-
6a	6	Move Around	Move Around - Clearing Crew	EA	-	-
6b	6	Move Around	Move Around - Hand Felling Crew	EA	-	-
6c	6	Move Around	Move Around - Mat Crew	EA	-	-
6d	6	Move Around	Move Around - Rock Construction Entrance (RCE) Crew	EA	-	-
6e	6	Move Around	Move Around - Environmental Construction Device (ECD) Crew	EA	-	-
7a	7	Stand-By	Standby - Clearing Crew	T&M	-	-
7b	7	Stand-By	Standby - Hand Felling Crew	T&M	-	-
7c	7	Stand-By	Standby - Mat Crew	T&M	-	-
7d	7	Stand-By	Standby - Rock Construction Entrance (RCE) Crew	T&M	-	-
7e	7	Stand-By	Standby - Environmental Construction Device (ECD) Crew	T&M	-	-

1b Grubbing - Access Roads - Windrow, Burn, Chip

Item #: 1b

Access Road Progress

Job #: E-O3-18

Date: July 2, 2018

Section	Date	Foreman	Crew	Access Rd #	Quantity
2	20-Jun-18	Larry Prater	Mechanical	AR 6.7	2,605
					2,605

EARTH REPRESENTATIVE: _____ DATE: _____

WELDED REPRESENTATIVE: _____ DATE: _____

INSPECTION: _____ DATE: _____

DAILY PROGRESS/ UNIT INSTALLATION

WELDED CONSTRUCTION, L.P.		Client: **Columbia Gas**	
MXP Project	JOB NO: **2018-01**	LOCATION:	**WV**
CREW: Clearing	FOREMAN: Larry G Prater	DATE:	6-20-18
ROW CONDITION:		WEATHER:	

AREA WORKING (STATION # TO STATION #, ROAD CROSSING, WATERBODY, ETC.)

CREW PROGRESS/ FOOTAGE (IF APPLICABLE)

CREW	WORK COMPLETED START	WORK COMPLETED END	ADDITIONAL INFORMATION	DAILY TOTAL

RECORD OF PROJECT UNIT ITEMS

UNIT ITEM DESCRIPTION	UNIT #	WORK COMPLETED START	WORK COMPLETED END	DAILY UNIT TOTAL	UNIT OF MEASURE
Access Rd 7 Access Road Incomplete 2/4	LF			2605 ft	LF

REMARKS BY CONTRACTOR (DELAYS, INTERRUPTIONS, DEVIATIONS, EXTRA WORK ACTIVITIES, INJURIES, UNUSUAL OCCURRENCES AND ANY OTHER RELEVANT INFORMATION).

MOVE AROUND: YES / NO FROM: TO:

FOREMAN SIGNATURE:	Larry G Prater	DATE: 6-20-18
INSPECTION SIGNATURE:	Per Hankins	DATE: 6-20-18

EXHIBIT B-3

SUBCONTRACTOR RELEASE FOR INTERIM PAYMENT (US)

This Release is delivered pursuant to Exhibit L14 of the construction Contract No.: 4600008133 between Columbia Gas Transmission, LLC and Welded Construction, LP

Subcontractor's Name:	Earth Pipeline Services, Inc.
Address:	135 Technology Drive, Suite 100, Canonsburg, PA 15317
Phone No.:	724-243-3699
Project:	E-04-18
Project Owner:	Columbia Gas Transmission, LLC
Invoice Number:	WELD-MXP-14

1) I am the Controller of the Subcontractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Subcontractor.

2) I am duly authorized to make the following declaration, and to act on behalf of the Subcontractor with respect to the Project.

3) The total amount payable to the Subcontractor under its contract with the Contractor for the Project as of the June 23, 2018 is as follows:

Original contract amount:	$6,893,488.20
Change orders:	$0.00
Adjusted contract amount:	$6,893,488.20
Previous payments received:	$0.00
Current payment due:	$1,969,463.20

4) The Subcontractor hereby certifies that the current payment due, once received, constitutes all payments owing by the Contractor in the performance of the Work have been fully satisfied and paid through June 23, 2018 related to the invoice number listed above, including, but not limited to, amounts due to its subcontractors and suppliers, and amounts due for taxes, wages and fringe benefits, and there are no overdue amounts owing to its employees, subcontractors, suppliers for labour or materials furnished to the Contractor or Supplier for the Project, except for holdback monies properly retained or payments deferred by agreement or amounts withheld by reason of legitimate dispute.

5) In consideration of payment in the amount of $28,134.00 for Invoice WELD-MXP-14 and outstanding balance of $1,941,329.20 for Invoices WELD-MXP-06A, WELD-MXP-07revised, WELD-MXP-08, WELD-MXP-09, WELD-MXP-10, WELD-MXP-11, WELD-MXP-12, WELD-MXP-13 which will not take effect until actual receipt of payment, the Subcontractor does hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all liabilities relating to tax releases, including Governmental Units, Landowners, utilities and the like which arise out of or relate to Contractor's obligations under the Contract through June 23, 2018.

6) To the best of the Subcontractor's knowledge, there are no unsatisfied claims by third parties attributable to the Contractor and there are no liens or other indebtedness owing to itself or its subcontractors existing in connection with the Work.

7) The Subcontractor does, to the extent permitted by law, hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all claims and liabilities of any nature or kind (including any demands for labour and materials furnished by it for the Project or to assert any such claims related thereto) arising out of, relating to, or under the Contract through June 23, 2018.

8) The Subcontractor fully understands the nature and terms of and has voluntarily executed this Release for the purpose of inducing and receiving payment, making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under the Contract through June 23, 2018.

9) All of the facts hereinbefore declared are true.

Earth Pipeline Services, Inc.

Phil Blader, Controller
Authorized Signatory

Declared before me in Canonsburg, PA, on this 9 day of July 2018

Lauren Hrvatin

Notary Public's Name
Notary Public

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Lauren Hrvatin, Notary Public
Washington County
My Commission Expires 04/27/2022
Commission Number 1331000

EARTH
PIPELINE SERVICES
LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
8/7/2018	WELD-MXP-15

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 Stand-By Jun 15 thourgh & including Jun 18 2018 SEE ATTACHED COST SHEET		
4	Stand-by	149,349.00	597,396.00

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $597,396.00

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Cost Sheet

Attention:	Julie Conn	Invoice #:	WELD-MXP-15
Company:	Welded	Date Issued:	4/20/2018
Address:		Issued by:	Earth Pipeline Servcies, Inc.
		Requestor:	Zach Berryman

Project:	Welded - TC MXP Spread 1	Lump Sum Bid:		Date:	6/15/2018
AFE Number:		Time and Materials:		Begin:	
PO Number:		Flat Day Rate:		Finish:	

Description of Items

T&M for Stand-By due to Welded directing Earth Pipeline Services to be ready to work on Friday June 15,2018. Stand-By Cost for Friday June 15, 2018 through and including Monday June 18,2018.

Employee Position	Equipment/ Materials	Standard Hours	Standard Amount	Overtime Hours	Overtime Amount	Quantity		Total Hours	Total Amount
Foreman		8	$ 142.50	2	$ 213.75	3		30	$ 4,702.50
Operator Steward		8	$ 123.50	2	$ 185.25	1		10	
Operators		8	$ 123.50	2	$ 185.25	25		250	$ 33,962.50
Oilers		8	$ 123.50	2	$ 185.25	6		60	$ 8,151.00
Teamsters		8	$ 105.50	2	$ 158.25	11		110	$ 12,765.50
Mechanic		8	$ 123.50	2	$ 185.25	1		10	$ 1,358.50
Laborer Steward		6	$ 85.50	2	$ 128.25	1		8	
Laborer		6	$ 85.50	2	$ 128.25	13		104	$ 6,669.00
Per Diem		1	$ 100.00			61			$ 6,100.00
	Tractor - 50 ton Lowbc	10	$ 95.00			3		30	$ 2,850.00
	Rotobec	10	$ 250.00			8		80	$ 20,000.00
	Excavator - Thumb	10	$ 288.00			8		80	$ 23,040.00
	Dozer - D8 or equiv.	10	$ 300.00			9		90	$ 27,000.00
	Fuel Truck	10	$ 90.00			1		10	$ 900.00
	Log/Grapple Truck	10	$ 95.00			1		10	$ 950.00
	Mechanic Truck	10	$ 90.00			1		10	$ 900.00

Company Representative:			Daily Subtotal:	$ 149,349.00
(print)		Date:		
(sign)			Total Days: 4	$ 597,396.00
Contractor Representative:				
(print)	Kevin Berryman, VP	Date:	Total Due:	**$ 597,396.00**
(sign)				

EARTH PIPELINE SERVICES

Daily Time and Progress Sheet

CLIENT: **Welded**	Section: 3	DATE: 6-15-18	
JOB #: E-04-18		DAY OF WEEK: Friday	
Weather Conditions			
Precipiation:	Temp Low:	Temp High:	
Progress			
Clearing Type: CIRCLE ONE	Start Station #	End Station #	QTY:
Mech/Hand Felling/Other: _____			
Mech/Hand Felling/Other: _____			
Mech/Hand Felling/Other: _____			
Mech/Hand Felling/Other: _____			

Crew Member Name:	Trade	Hours	Equipment Desc.	Truck	Wait	Rain Out
Larry Prater Jr.	Foreman	10		X		
Luke Henderson	Operator	12		X		
David "Todd" Wood	Operator	10		X		
Mark Monroe	Operator	10		X		
Logan Hammel	Operator	10		X		
Doug Lusk	Operator	4		X		
Gloria Prater	Operator	0		X		
Michael Downs	Operator			X		
	Operator			X		
Mark Balcar	Operator	10		X		
Don Lehew	Operator	10		X		
Jeremy Fremer	Operator	10		X		
Thomas LaPointe	Operator 3/Oiler			X		
Cody Rice	Operator 3/Oiler	10		X		
Brian Worst	Operator 3/Oiler	10		X		
Jerod Greathouse	Labor	10				
Joshua Apler	Operator 3/Oiler		Bobcat	X		
Anthony Patch	Labor	10				
Brad Cole						

NOTES: Please include any delays, interruptions, deviations or extra work

Progress Delay: Equipment/Weather/Stand-by/Other

Went out to ROW To Stand the Hoe up And got called OFF at 10:00AM And sent the Hands To get water Buffalo's

CLIENT REP: EARTH REP:

Daily Time and Progress Sheet

CLIENT: Welded Sec: 2	DATE: 6/15/18						
JOB #: E-04-18	DAY OF WEEK: Friday						
Weather Conditions							
Weather:	Temp Low:	Temp High:					
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #	QTY:				
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Alan Radomski	Foreman	10					
Zach Taylor	Labor	10					
Lucas Blevins	Labor/Saw Hand	10					
Dennis Hubbard	Operator	10					
Jordan Humphries	Operator	10					
Charles Mills	Operator	10					
Micha Ramsey	Operator	10					
Jacinto Rivera	Operator	10					
Anthony Wolfarth	Operator	10					
Chad Bromelow	Operator 3	10					
Joshua Grimshaw	Operator 3	10					
Tyler Flores	Operator 3	10					
Logan Phillips	Operator 3	10					

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

Safety Stand Down

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/15 - 6/16						
JOB #:	DAY OF WEEK: Fri to Sat						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: Burn							
Mech/HF/Other:							
Mech/HF/Other:							
Mech/HF/Other:							
Crew Member Name:		**Hours**	**Hours Sign Off**	**Equipment Desc.**	**Equip Hours**	**WT**	**RO**
Jeremiah Dickson	Operator	10					
John Yost	Operator	10					
Thomas Campbell	Labor	10					

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/15/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Michael Kendle	Labor	10					
Andrew Chesonis	Labor	10					
Earl Delung	Labor	10					
Josh Robertson	Labor	10					
Chris Hubbard	Labor	10					
James Hobson	Labor	10					

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CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/15/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Shane Savage	Teamster/Grp.1	10					
Gregory Yerian	Teamster/Grp.1	10					
Maynard Braniff	Teamster/Grp.1	10					
Robert Shaw	Teamster/Grp.2	10					
Frank Skorla	Teamster/Grp.3	10					
Randy Ratcliffe	Teamster/Grp.3	10					
Chase Russell	Teamster/Grp.3	10					
Donald Byers	Teamster/Grp.3	10					
Tom Ferrera Jr.	Teamster/Grp.3	10					
Billie Hudson	Teamster/Grp.3	10					
Mark Hohman	Teamster/Grp.3	10					
Joe Stewart	Teamster/Grp.3	10					
Jamie Otto	Teamster/Operator	10					
Ron Geer	Operator	10					
Charles Grew	Operator Steward	10					
Gary Burch	Operator	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP: **EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/15/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
David Allison	Labor Steward	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/15/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Fred Banda	Labor	10					
Blake Littleton	Operator	10					
Lyle Littleton	Operator	10					
Amanda Mejorada	Operator	10					
Amondo Mejorada	Labor	10					
Gonzalo Plascencia	Foreman	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP: **EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec: 3	DATE: 6/16/18					
JOB #:	DAY OF WEEK: Saturday					
Weather Conditions						
Weather:	Temp Low:		Temp High:			
Progress						
Clearing Type: CIRCLE ONE	Start Station #	End	QTY:			
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Crew Member Name:		**Hours**	**Equipment Desc.**	**Equip Hours**	**WT**	**RO**
Larry Prater Jr	Foreman	10				
Jerod Greathouse	Labor/Saw Hand	10				
Anthony Patch	Labor	10				
Luke Henderson	Operator	10				
David "Todd" Wood	Operator	10				
Mark Monroe	Operator	10				
Logan Hammel	Operator	10				
Doug Lusk	Operator	10				
Mark Balcar	Operator	10				
Jeremy Fremer	Operator	10				
Donald Lehew	Operator	10				
Cody Rice	Operator 3	10				
Brian Worst	Operator 3	10				

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

Safety Stand Down

CLIENT REP:	**EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec: 2	DATE: 6/16/18					
JOB #:	DAY OF WEEK: Saturday					
Weather Conditions						
Weather:	Temp Low:	Temp High:				
Progress						
Clearing Type: CIRCLE ONE	Start Station #	End	QTY:			
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Crew Member Name:		**Hours**	**Equipment Desc.**	**Equip hours**	**WT**	**RO**
Lucas Blevins	Labor/Saw Hand	10				
Chad Bromelow	Operator 3	10				
Joshua Grimshaw	Operator 3	10				
Tyler Flores	Operator 3	10				
Dennis Hubbard	Operator	10				
Jordan Humphries	Operator	10				
Charles Mills	Operator	10				
Logan Phillips	Operator 3	10				
Alan Radomski	Foreman	10				
Micha Ramsey	Operator	10				
Jacinto Rivera	Operator	10				
Zach Taylor	Labor	10				
Anthony Wolfarth	Operator	10				
ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.						
NOTES: Please include any delays, interruptions, deviations or extra work						
Safety Stand Down						
CLIENT REP:		**EARTH REP:**				

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/16 - 6/17						
JOB #:	DAY OF WEEK: Sat to Sun						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: Burn							
Mech/HF/Other:							
Mech/HF/Other:							
Mech/HF/Other:							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Jeremiah Dickson	Operator	10					
John Yost	Operator	10					
Thomas Campbell	Labor	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/16/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Michael Kendle	Labor	10					
Andrew Chesonis	Labor	10					
Earl Delung	Labor	10					
Josh Robertson	Labor	10					
Chris Hubbard	Labor	10					
James Hobson	Labor	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP: **EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/16/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Shane Savage	Teamster/Grp.1	10					
Gregory Yerian	Teamster/Grp.1	10					
Maynard Braniff	Teamster/Grp.1	10					
Robert Shaw	Teamster/Grp.2	10					
Frank Skorla	Teamster/Grp.3	10					
Randy Ratcliffe	Teamster/Grp.3	10					
Chase Russell	Teamster/Grp.3	10					
Donald Byers	Teamster/Grp.3	10					
Tom Ferrera Jr.	Teamster/Grp.3	10					
Billie Hudson	Teamster/Grp.3	10					
Mark Hohman	Teamster/Grp.3	10					
Joe Stewart	Teamster/Grp.3	10					
Jamie Otto	Teamster/Operator	10					
Ron Geer	Operator	10					
Charles Grew	Operator Steward	10					
Gary Burch	Operator	10					

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP: **EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/16/18		
JOB #:	DAY OF WEEK:		
Weather Conditions			
Weather:	Temp Low:		Temp High:
Progress			
Clearing Type: CIRCLE ONE	Start Station #	End Station #	QTY:
Mech/HF/Other: _____			
Mech/HF/Other: _____			
Mech/HF/Other: _____			
Mech/HF/Other: _____			

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
David Allison	Labor Steward	10					

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/16/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Fred Banda	Labor	10					
Blake Littleton	Operator	10					
Lyle Littleton	Operator	10					
Amanda Mejorada	Operator	10					
Amondo Mejorada	Labor	10					
Gonzalo Plascencia	Foreman	10					

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec: 3	DATE: 6/17/18					
JOB #:	DAY OF WEEK: Sunday					
Weather Conditions						
Weather:	Temp Low:	Temp High:				
Progress						
Clearing Type: CIRCLE ONE	Start Station #	End	QTY:			
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Crew Member Name:		**Hours**	**Equipment Desc.**	**Equip Hours**	**WT**	**RO**
Larry Prater Jr	Foreman	10				
Jerod Greathouse	Labor/Saw Hand	10				
Anthony Patch	Labor	10				
Luke Henderson	Operator	10				
David "Todd" Wood	Operator	10				
Mark Monroe	Operator	10				
Logan Hammel	Operator	10				
Doug Lusk	Operator	10				
Mark Balcar	Operator	10				
Jeremy Fremer	Operator	10				
Donald Lehew	Operator	10				
Cody Rice	Operator 3	10				
Brian Worst	Operator 3	10				
ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.						
NOTES: Please include any delays, interruptions, deviations or extra work						
Safety Stand Down						
CLIENT REP:		**EARTH REP:**				

Daily Time and Progress Sheet

CLIENT: Welded Sec: 2	DATE: 6/17/18					
JOB #:	DAY OF WEEK: Sunday					
Weather Conditions						
Weather:	Temp Low:	Temp High:				
Progress						
Clearing Type: CIRCLE ONE	Start Station #	End	QTY:			
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Crew Member Name:		**Hours**	**Equipment Desc.**	**Equip hours**	**WT**	**RO**
Lucas Blevins	Labor/Saw Hand	10				
Chad Bromelow	Operator 3	10				
Joshua Grimshaw	Operator 3	10				
Tyler Flores	Operator 3	10				
Dennis Hubbard	Operator	10				
Jordan Humphries	Operator	10				
Charles Mills	Operator	10				
Logan Phillips	Operator 3	10				
Alan Radomski	Foreman	10				
Micha Ramsey	Operator	10				
Jacinto Rivera	Operator	10				
Zach Taylor	Labor	10				
Anthony Wolfarth	Operator	10				
ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.						
NOTES: Please include any delays, interruptions, deviations or extra work						
Safety Stand Down						
CLIENT REP:		**EARTH REP:**				

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/17 - 6/18						
JOB #:	DAY OF WEEK: Sun to Mon						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: Burn							
Mech/HF/Other:							
Mech/HF/Other:							
Mech/HF/Other:							
Crew Member Name:		**Hours**	**Hours Sign Off**	**Equipment Desc.**	**Equip Hours**	**WT**	**RO**
Jeremiah Dickson	Operator	10					
John Yost	Operator	10					
Thomas Campbell	Labor	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/17/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Michael Kendle	Labor	10					
Andrew Chesonis	Labor	10					
Earl Delung	Labor	10					
Josh Robertson	Labor	10					
Chris Hubbard	Labor	10					
James Hobson	Labor	10					

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/17/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Shane Savage	Teamster/Grp.1	10					
Gregory Yerian	Teamster/Grp.1	10					
Maynard Braniff	Teamster/Grp.1	10					
Robert Shaw	Teamster/Grp.2	10					
Frank Skorla	Teamster/Grp.3	10					
Randy Ratcliffe	Teamster/Grp.3	10					
Chase Russell	Teamster/Grp.3	10					
Donald Byers	Teamster/Grp.3	10					
Tom Ferrera Jr.	Teamster/Grp.3	10					
Billie Hudson	Teamster/Grp.3	10					
Mark Hohman	Teamster/Grp.3	10					
Joe Stewart	Teamster/Grp.3	10					
Jamie Otto	Teamster/Operator	10					
Ron Geer	Operator	10					
Charles Grew	Operator Steward	10					
Gary Burch	Operator	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/17/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
David Allison	Labor Steward	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/17/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Fred Banda	Labor	10					
Blake Littleton	Operator	10					
Lyle Littleton	Operator	10					
Amanda Mejorada	Operator	10					
Amondo Mejorada	Labor	10					
Gonzalo Plascencia	Foreman	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP: **EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec: 3	DATE: 6/18/18					
JOB #:	DAY OF WEEK: Monday					
Weather Conditions						
Weather:	Temp Low:	Temp High:				
Progress						
Clearing Type: CIRCLE ONE	Start Station #	End	QTY:			
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Crew Member Name:		**Hours**	**Equipment Desc.**	**Equip Hours**	**WT**	**RO**
Larry Prater Jr	Foreman	10				
Jerod Greathouse	Labor/Saw Hand	10				
Anthony Patch	Labor	10				
Luke Henderson	Operator	10				
David "Todd" Wood	Operator	10				
Mark Monroe	Operator	10				
Logan Hammel	Operator	10				
Doug Lusk	Operator	10				
Mark Balcar	Operator	10				
Jeremy Fremer	Operator	10				
Donald Lehew	Operator	10				
Cody Rice	Operator 3	10				
Brian Worst	Operator 3	10				

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

Safety Stand Down

CLIENT REP:	**EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec: 2	DATE: 6/18/18					
JOB #:	DAY OF WEEK: Monday					
Weather Conditions						
Weather:	Temp Low:	Temp High:				
Progress						
Clearing Type: CIRCLE ONE	Start Station #	End	QTY:			
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Mech/HF/Other: _____						
Crew Member Name:		**Hours**	**Equipment Desc.**	**Equip hours**	**WT**	**RO**
Lucas Blevins	Labor/Saw Hand	10				
Chad Bromelow	Operator 3	10				
Joshua Grimshaw	Operator 3	10				
Tyler Flores	Operator 3	10				
Dennis Hubbard	Operator	10				
Jordan Humphries	Operator	10				
Charles Mills	Operator	10				
Logan Phillips	Operator 3	10				
Alan Radomski	Foreman	10				
Micha Ramsey	Operator	10				
Jacinto Rivera	Operator	10				
Zach Taylor	Labor	10				
Anthony Wolfarth	Operator	10				
ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.						
NOTES: Please include any delays, interruptions, deviations or extra work						
Safety Stand Down						
CLIENT REP:		**EARTH REP:**				

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/18 - 6/19						
JOB #:	DAY OF WEEK: Mon to Tue						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: Burn							
Mech/HF/Other:							
Mech/HF/Other:							
Mech/HF/Other:							
Crew Member Name:		**Hours**	**Hours Sign Off**	**Equipment Desc.**	**Equip Hours**	**WT**	**RO**
Jeremiah Dickson	Operator	10					
John Yost	Operator	10					
Thomas Campbell	Labor	10					

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CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/18/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Michael Kendle	Labor	10					
Andrew Chesonis	Labor	10					
Earl Delung	Labor	10					
Josh Robertson	Labor	10					
Chris Hubbard	Labor	10					
James Hobson	Labor	10					

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CLIENT REP:	**EARTH REP:**

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/18/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Shane Savage	Teamster/Grp.1	10					
Gregory Yerian	Teamster/Grp.1	10					
Maynard Braniff	Teamster/Grp.1	10					
Robert Shaw	Teamster/Grp.2	10					
Frank Skorla	Teamster/Grp.3	10					
Randy Ratcliffe	Teamster/Grp.3	10					
Chase Russell	Teamster/Grp.3	10					
Donald Byers	Teamster/Grp.3	10					
Tom Ferrera Jr.	Teamster/Grp.3	10					
Billie Hudson	Teamster/Grp.3	10					
Mark Hohman	Teamster/Grp.3	10					
Joe Stewart	Teamster/Grp.3	10					
Jamie Otto	Teamster/Operator	10					
Ron Geer	Operator	10					
Charles Grew	Operator Steward	10					
Gary Burch	Operator	10					

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CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/18/18		
JOB #:	DAY OF WEEK:		
Weather Conditions			
Weather:	Temp Low:		Temp High:
Progress			
Clearing Type: CIRCLE ONE	Start Station #	End Station #	QTY:
Mech/HF/Other: _____			
Mech/HF/Other: _____			
Mech/HF/Other: _____			
Mech/HF/Other: _____			

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
David Allison	Labor Steward	10					

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NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EARTH PIPELINE SERVICES LAND CONSTRUCTION

Daily Time and Progress Sheet

CLIENT: Welded Sec:	DATE: 6/18/18						
JOB #:	DAY OF WEEK:						
Weather Conditions							
Weather:	Temp Low:			Temp High:			
Progress							
Clearing Type: CIRCLE ONE	Start Station #	End Station #		QTY:			
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							
Mech/HF/Other: _____							

Crew Member Name:		Hours	Hours Sign Off	Equipment Desc.	Equip Hours	WT	RO
Fred Banda	Labor	10					
Blake Littleton	Operator	10					
Lyle Littleton	Operator	10					
Amanda Mejorada	Operator	10					
Amondo Mejorada	Labor	10					
Gonzalo Plascencia	Foreman	10					

ALL HOURS MUST BE SIGNED OFF BY CREW MEMBER. THESE ARE THE HOURS THAT YOU WILL BE PAID FOR.

NOTES: Please include any delays, interruptions, deviations or extra work

CLIENT REP:	**EARTH REP:**

EXHIBIT B-3

SUBCONTRACTOR RELEASE FOR INTERIM PAYMENT (US)

This Release is delivered pursuant to Exhibit L14 of the construction Contract No.: 4600008133 between Columbia Gas Transmission, LLC and Welded Construction, LP

Subcontractor's Name:	Earth Pipeline Services, Inc.
Address:	135 Technology Drive, Suite 100, Canonsburg, PA 15317
Phone No.:	724-243-3699
Project:	E-04-18
Project Owner:	Columbia Gas Transmission, LLC
Invoice Number:	WELD-MXP-15

1) I am the Controller of the Subcontractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Subcontractor.

2) I am duly authorized to make the following declaration, and to act on behalf of the Subcontractor with respect to the Project.

3) The total amount payable to the Subcontractor under its contract with the Contractor for the Project as of the June 18, 2018 is as follows:

Original contract amount:	$6,893,488.20
Change orders:	$0.00
Adjusted contract amount:	$6,893,488.20
Previous payments received:	$0.00
Current payment due:	$2,226,389.30

4) The Subcontractor hereby certifies that the current payment due, once received, constitutes all payments owing by the Contractor in the performance of the Work have been fully satisfied and paid through June 18, 2018 related to the invoice number listed above, including, but not limited to, amounts due to its subcontractors and suppliers, and amounts due for taxes, wages and fringe benefits, and there are no overdue amounts owing to its employees, subcontractors, suppliers for labour or materials furnished to the Contractor or Supplier for the Project, except for holdback monies properly retained or payments deferred by agreement or amounts withheld by reason of legitimate dispute.

5) In consideration of payment in the amount of $597,396.00 for Invoice WELD-MXP-15 and outstanding balance of $1,628,993.30 for Invoices WELD-MXP-08, WELD-MXP-09, WELD-MXP-10, WELD-MXP-11, WELD-MXP-12, WELD-MXP-13, WELD-MXP-14, and WELD-MXP-16 which will not take effect until actual receipt of payment, the Subcontractor does hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all liabilities relating to tax releases, including Governmental Units, Landowners, utilities and the like which arise out of or relate to Contractor's obligations under the Contract through June 18, 2018.

6) To the best of the Subcontractor's knowledge, there are no unsatisfied claims by third parties attributable to the Contractor and there are no liens or other indebtedness owing to itself or its subcontractors existing in connection with the Work.

7) The Subcontractor does, to the extent permitted by law, hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all claims and liabilities of any nature or kind (including any demands for labour and materials furnished by it for the Project or to assert any such claims related thereto) arising out of, relating to, or under the Contract through June 18, 2018.

8) The Subcontractor fully understands the nature and terms of and has voluntarily executed this Release for the purpose of inducing and receiving payment, making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under the Contract through June 18, 2018.

9) All of the facts hereinbefore declared are true.

Earth Pipeline Services, Inc.

Phil Bladel, Controller

Authorized Signatory

Declared before me in Canonsburg, PA, on this 9 day of Aug 2018

Lauren Hrvatin

Notary Public's Name
Notary Public

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Lauren Hrvatin, Notary Public
Washington County
My Commission Expires 04/27/2022
Commission Number 1331000

EARTH PIPELINE SERVICES LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
9/4/2018	WELD-MXP-17

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 CORN-001-REV1		
1	Change in Steep Slope Work Spec.	2,250,627.00	2,250,627.00

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $2,250,627.00

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

Exhibit B-2: Subcontractor Requested Change

SUBCONTRACT NO. 2018-01-01.2

SUBCONTRACTOR REQUESTED CHANGE NO. 2018-CORN-001 REV1

CORRESPONDENCE NO. _____

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

COMMITMENT SECTION

Marshall and Wetzel Counties, WV	08.09.2018	
PROJECT LOCATION	DATE	COMPANY WORK ORDER NO.
Earth Pipeline Services, Inc.	135 Technology Drive, Suite 100 Canonsburg, PA 15317	
CONTRACTOR	ADDRESS	

Contractor is hereby notified that the following circumstances have arisen that Sub-Contractor believes entitles it to request a change:

Reference to Contract Sections associated with this requested change:

See attached supporting documentation.

Reference to Drawings associated with or impacted by this requested change (as required):

See attached supporting documentation.

Detailed Description of the Change:

Earth has prepared a change order, with detailed backup, which includes compensation for the schedule and cost impacts resulting from this change in schedule and scope. Earth took into consideration the actual manpower and resources it provided, on the project, in an effort to meet the new requirements for the Steep Slope Work Plan MX00981-WEL-CO-PLN-0002 and subtracted those resources from the original manpower and resources "The MXP – Spread 1 – Manpower" submitted by Earth on January 31, 2017. The delta between the contracted man power resources for Earth's steep slope plan and the actual man power resources for the TransCanada Steep Slope Work Plan is CORN 001.

Project Scope of Work:	☐ Unchanged	☐ Reduced	☒ Increased
Cost Proposal Basis:	☐ Lump Sum	☐ Unit Cost	☐ Time and Material

Estimated Value of Change	$ 2,469,172.75
Estimated Impact to Schedule	Calendar Days (Enter # of Days)

NOTE: By executing this Change Order Request, Subcontractor acknowledges that all cost and schedule impacts have been expressly identified. No further adjustments for this Work shall be made.

Sub-Contractor's Representative: _____
AUTHORIZED REPRESENTATIVE DATE

Remarks: _____

Welded Approval: **Date:**

The Subcontractor is responsible to complete this form in its entirety and provide associated backup as noted above in this request and / or provide additional backup required to substantiate the change order request.
All T&M/Unit Cost changes will require timesheets for Welded Project Manager (or designee) approval.
~~Signed authorization by a Welded representative is required to commence Work noted in this Change Request.~~
Subcontractor acknowledges that Contractor, by authorizing this change request, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this change request.

Revision Date: 12/12/2013

Contractor:	**Earth Pipeline Services, Inc.**	CORN No.:	**Welded - 2018-CORN-001 REV1**
CORN Originator:	**Zach Berryman**	CORN Date:	**07/18/2018**
Phone No.			
Email Address:	**zberryman@earthpipelines.com**	Contract Title and No.:	

This Change Order Request Notice is submitted by the Contractor to the Company to request the following Change, in accordance with the Changes provision of the General Conditions of the Contract.

Priority: ☒ High ☐ Medium ☐ Low

CHANGE REQUEST DEFINITION

Description of Change:

Change in Steep Slope Work Specification

Reason for Change:

Earth has prepared a change order, with detailed backup, which includes compensation for the schedule and cost impacts resulting from this change in schedule and scope. Earth took into consideration the actual manpower and resources it provided, on the project, in an effort to meet the new requirements for the Steep Slope Work Plan MX00981-WEL-CO-PLN-0002 and subtracted those resources from the original manpower and resources "The MXP – Spread 1 – Manpower" submitted by Earth on January 31, 2017. The delta between the contracted man power resources for Earth's steep slope plan and the actual man power resources for the TransCanada Steep Slope Work Plan is CORN 001.

Impact of Not Implementing Change:

N/A

Alternative to Proposed Change:

N/A

CHANGE REQUEST IMPACT

Cost Impact:

$2,469,172.75

Schedule Impact:

N/A

Attachments:

–

CONTRACTOR REQUEST

Authorized Signature:

Name: Kevin Berryman

Title: Vice President

COMPANY REVIEW

Recommendation: ☐ Accept ☐ Reject ☐ Hold

Reviewer's Signature:

Name:

Title:

August 8, 2018

VIA ELECTRONIC MAIL
Mr. Mett Carroll, Sr. Project Manager
Welded Construction, L.P.

Subject: Welded-MXP1 – Earth CORN 001 – Sleep Slope Plan – Additional Resources

Mr. Carroll:

On March 20th, 2018, Subcontract 2018-01-01.2 became effective. Earth Pipeline Services, Inc.'s ("Earth") schedule and scope of work changed as directed by communication and documents provided by Welded Construction, L.P.'s ("Welded") team. These detailed changes were not described in, or a part of the Subcontract. The Steep Slope plan or Winch Plan contemplated in the pricing and manpower for Subcontract 2018-01-01.2 is explicitly defined in Exhibit F and states the following: "Based on Earth Pipelines' winch plan submitted on 02/12/18."

The Steep Slope Work Plan referenced as MX00981-WEL-CO-PLN-0002, got approved by TransCanada on March 26th, 2018 and was not included in Subcontract 2018-01-01.2.

Earth has prepared a change order, with detailed backup, which includes compensation for the schedule and cost impacts resulting from this change in schedule and scope. Earth took into consideration the actual manpower and resources it provided, on the project, in an effort to meet the new requirements for the Steep Slope Work Plan MX00981-WEL-CO-PLN-0002 and subtracted those resources from the original manpower and resources "The MXP – Spread 1 – Manpower" submitted by Earth on January 31, 2017. The delta between the contracted man power resources for Earth's steep slope plan and the actual man power resources for the TransCanada Steep Slope Work Plan is CORN 001.

Any cost or charges associated with resources provided by Welded to assist Earth with steep slope activities will be made part of CORN 001 and will be added to the total.

Respectfully,

Joshua Roberts
Earth Pipeline Services, Inc.

Cc: Tanner Bechtel
Kevin Berryman
Julie Conn
Scott Schoenherr
Aaron Westbrook



Labor Force

	Hourly Rate	OT Rate:
General Superintendent	$ 175.00	$
Superintendent	$ 161.50	$
Assistant Superintendent	$ 152.00	$
Project Manager	$ 161.50	$
Safety Manager	$ 152.00	$
Safety Coordinator	$ 142.00	$
Project Engineer	$ 152.00	$
Foreman	$ 142.50	$
Operator	$ 123.50	$
Mechanic	$ 123.50	$
Oiler	$ 123.50	$
Laborer	$ 85.50	$
Administrative	$ 85.50	$
Per Diem	$100/day	NA

*All rates based on 40-hour workweek

Equipment

Trucks/Trailers/Misc

Machine	Hourly Rate	Daily Rate
Pickup Truck 1/2 ton	$ 16.00	$
Pickup Truck 3/4 ton	$ 17.00	$
Pickup Truck 1 ton	$ 20.00	$
Tractor - 50 ton Lowboy	$ 95.00	$
Roll-Off - Sled	$ 85.00	$
Roll-Off - 30 Yd	$ 85.00	$
Roll-Off - Flatbed	$ 85.00	$
Log/Grapple Truck	$ 95.00	$
Mechanic Truck	$ 90.00	$
Fuel Truck	$ 90.00	$
Bob Dump Truck	$ 60.00	$
18 Wheeler Dump Truck	$ 85.00	$
Bucket Truck	$ 100.00	$
Hybrid Trailer (Hand Felling)	$ 15.00	$
Gooseneck trailer	$ 15.00	$
Enclosed trailer	$ 12.00	$
Dump Trailer	$ 13.00	$
Morooka	$ 80.00	$
UTV	$ 16.00	$
Connex	$ 10.00	$

Excavators

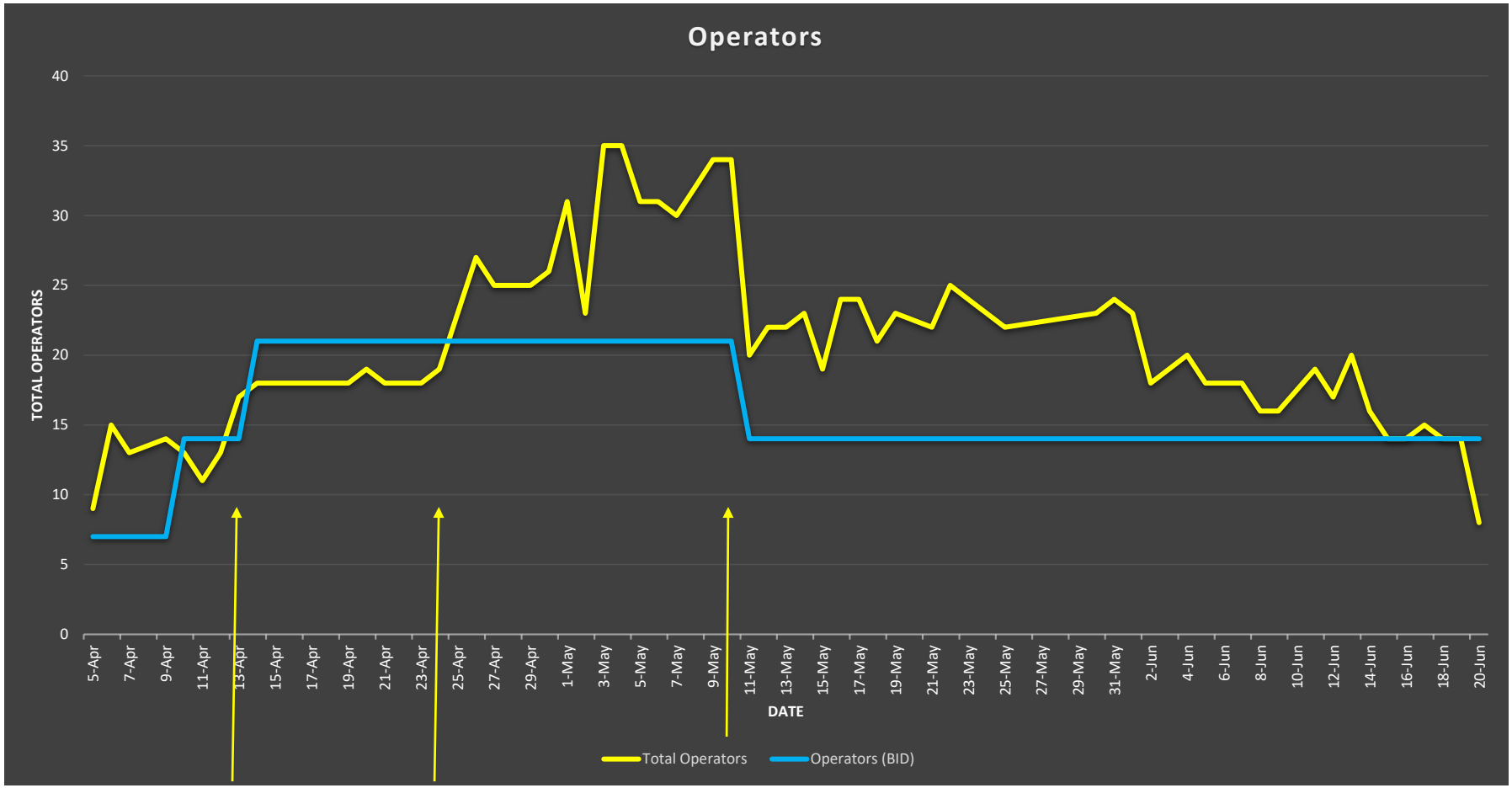
Machine	Hourly Rate	Daily Rate
Mini	$ 64.00	$
10-20,000 lb	$ 124.00	$
25-40,000 lb	$ 128.00	$
45-50,000 lb	$ 176.00	$
50-60,000 lb	$ 176.00	$
70-80,000 lb	$ 208.00	$
Excavator thumb	$ 32.00	$

Dozers		
Machine	***Hourly Rate***	***Daily Rate***
70-80 hp	$ 96.00	$ 864.00
80-110 hp	$ 120.00	$ 1,080.00
110-160 hp	$ 144.00	$ 1,296.00
110-160 hp w/winch	$ 252.00	$ 2,268.00
160-210 hp	$ 176.00	$ 1,584.00
160-210 hp w/winch	$ 192.00	$ 1,728.00
Forestry Equipment		
Machine	***Hourly Rate***	***Daily Rate***
Feller Buncher	$ 352.00	$ 3,168.00
Track Chipper	$ 360.00	$ 3,240.00
Sneller stump grinder	$ 400.00	$ 3,600.00
Brush Mulcher (Fecon)	$ 232.00	$ 2,088.00
Forwarder	$ 248.00	$ 2,232.00
Skidder	$ 224.00	$ 2,016.00
Tagalong chipper	$ 68.00	$ 612.00
Chainsaw Stihl 261 or equivelant	$ 6.00	$ 54.00
Chainsaw Stihl 362 or equivelant	$ 7.00	$ 63.00
Chainsaw Stihl 441 or greater	$ 9.00	$ 81.00
Misc. & Supplies	Cost + 15%	
Reclamation Equipment		
Machine	***Hourly Rate***	***Daily Rate***
Track Skid Steer	$ 76.50	$ 688.50
Farm Tractor under 100 hp	$ 59.50	$ 535.50
Farm Tractor 100 hp+	$ 119.00	$ 1,071.00
Broadcast Seeder	$ 8.50	$ 76.50
Disc	$ 13.60	$ 122.40
Straw Blower	$ 42.50	$ 382.50
Round Bale Blower	$ 76.50	$ 688.50
Crimper/Cultipacker	$ 10.20	$ 91.80
15' batwing brush hog	$ 25.50	$ 229.50
Harley Rake	$ 17.00	$ 153.00
Post Driver	$ 34.00	$ 306.00
6000 lb lime buggy	$ 17.00	$ 153.00
Pressure washer	$ 17.00	$ 153.00
Trencher	$ 34.00	$ 306.00

Welded MXP Timeline of Critical Events

2/12/18	03/01/18	03/05/18	3/8/18	3/20	3/26/18	4/2/18	5/3/18
• Earth Pipelines submitted Steep Grade Winch Plan as part of bid proposal to Welded.	• Steep Slope Work Specification from TransCanada dated 05/06/15 received in an email attachment from Welded to Earth.	• Signed and Effective Date of Original Subcontract 2018-01-01 • Exhibit F Subcontractors Proposal - additional details, assumptions and exclusions included the following language: "Based on Earth Pipelines' winch plan submitted on 02/12/18.	• Effective Date of Subcontract 2018-01-01.1 Hand Felling • Exhibit F Subcontractors Proposal - additional details, assumptions and exclusions included the following language: "Based on Earth Pipelines' winch plan submitted on 02/12/18.	• Effective Date of Subcontract 2018-01-01.2 Mechanical Clearing • Exhibit F Subcontractors Proposal - additional details, assumptions and exclusions included the following language: "Based on Earth Pipelines' winch plan submitted on 02/12/18.	• Steep Slope Procedures Plan Rev. 0 approved by TransCanada 3/26/18. • Earth received an email from Welded on 3/26/18 stating the steep slope procedure plan had been approved by TransCanada	• Steep Slope Procedures Plan Rev. 1 Issued for Use 4/2/18 from TransCanada to Welded • No email notification from Welded to Earth for Rev. 1 steep slope procedure plan	• Steep Slope Procedures Plan Rev. 2 Issued for Use 5/3/18 from TransCanada to Welded • Earth received an email from Welded on 05/05/18 with an attachment for Rev. 2 steep slope procedure plan.

Welded MXP Operator Staffing Levels (2018)

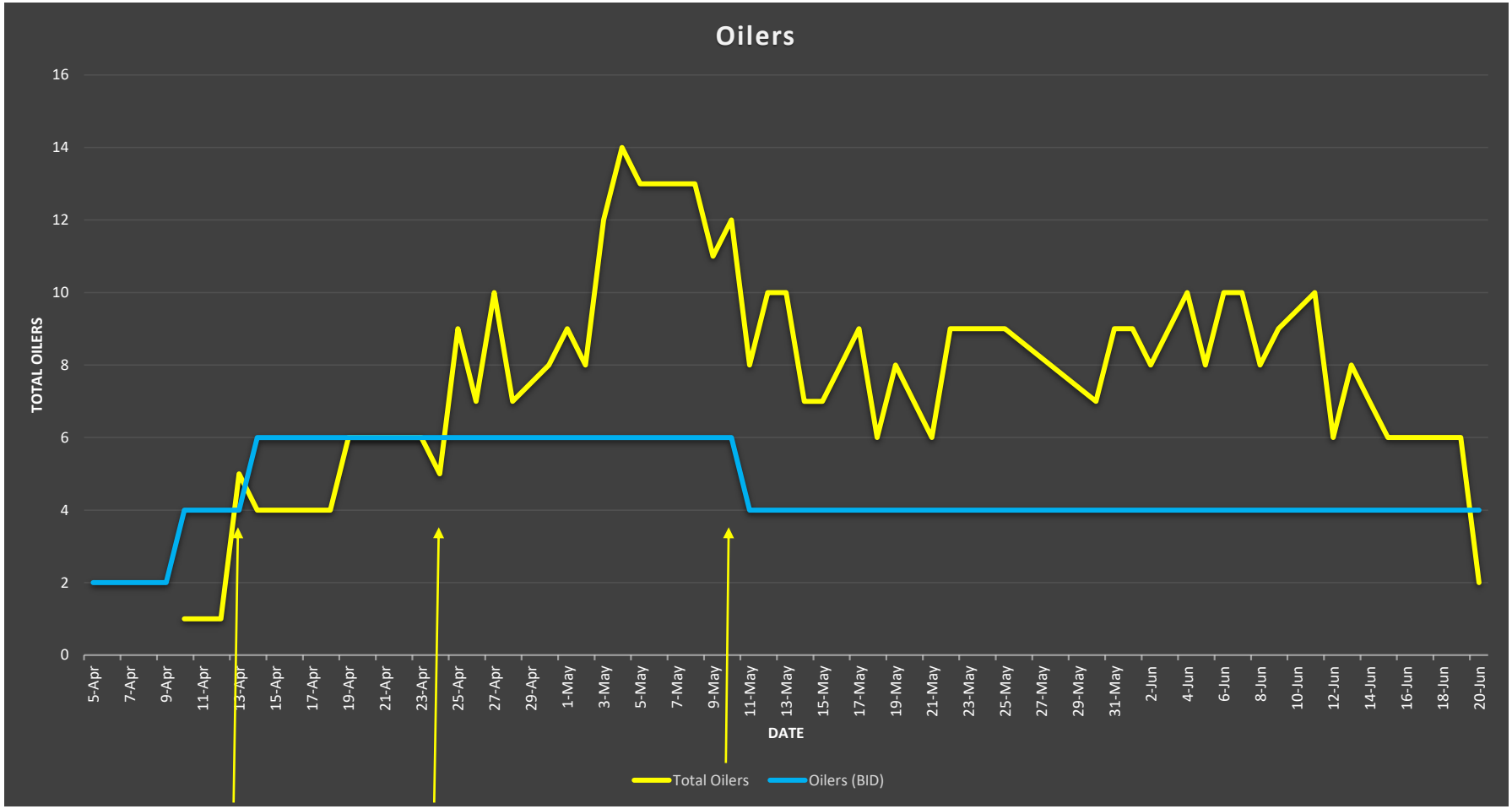


NOTE: Between April 13, 2018 and April 24, 2018, 7 of 11 working days were affected by weather, thus affecting staffing levels.

NOTE: Welded MXP Section 1 ended on May 10, 2018.

EARTH PIPELINE SERVICES LAND CONSTRUCTION

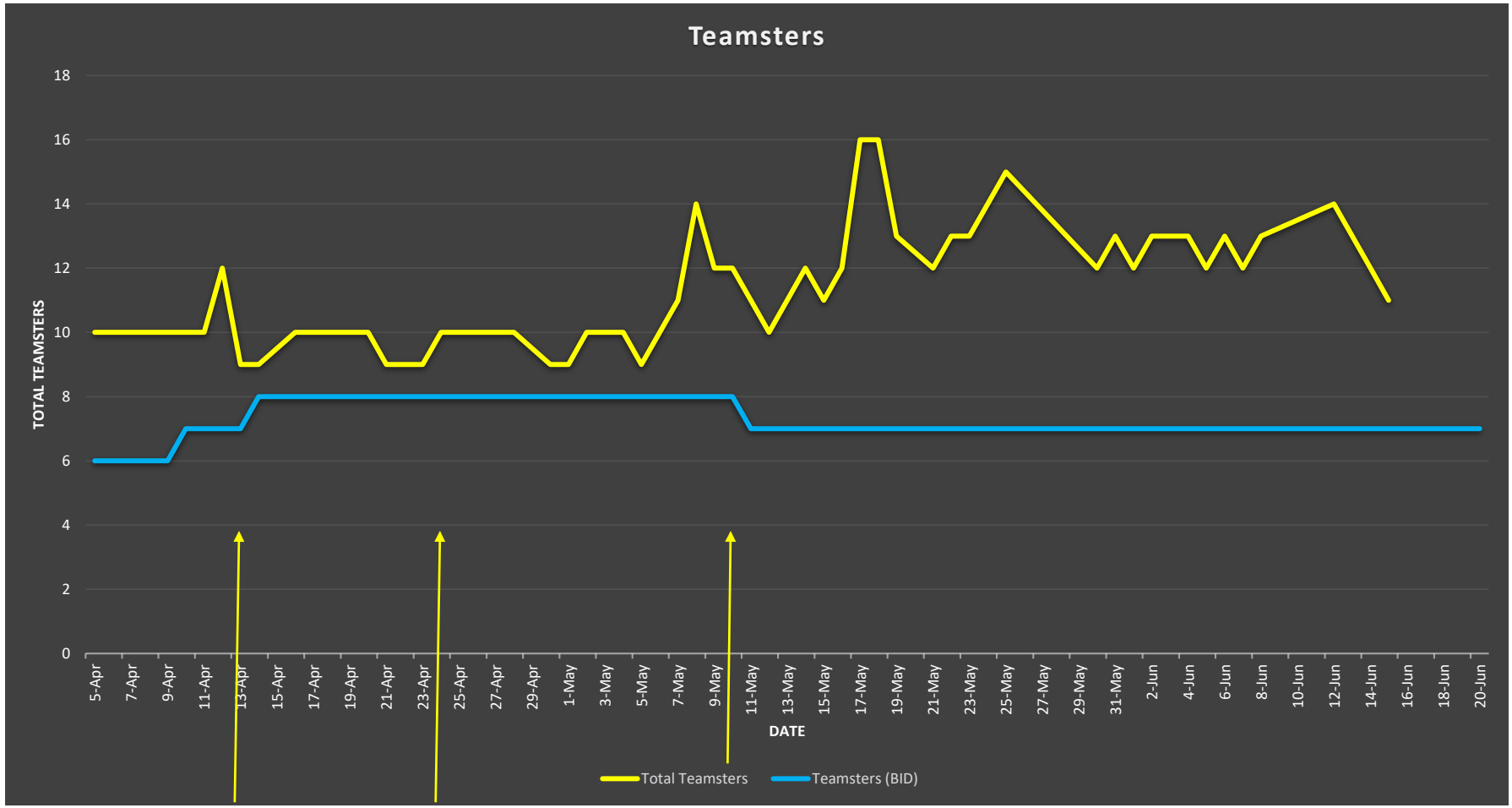
Welded MXP Oiler Staffing Levels (2018)



NOTE: Between April 13, 2018 and April 24, 2018, 7 of 11 working days were affected by weather, thus affecting staffing levels.

NOTE: Welded MXP Section 1 ended on May 10, 2018.

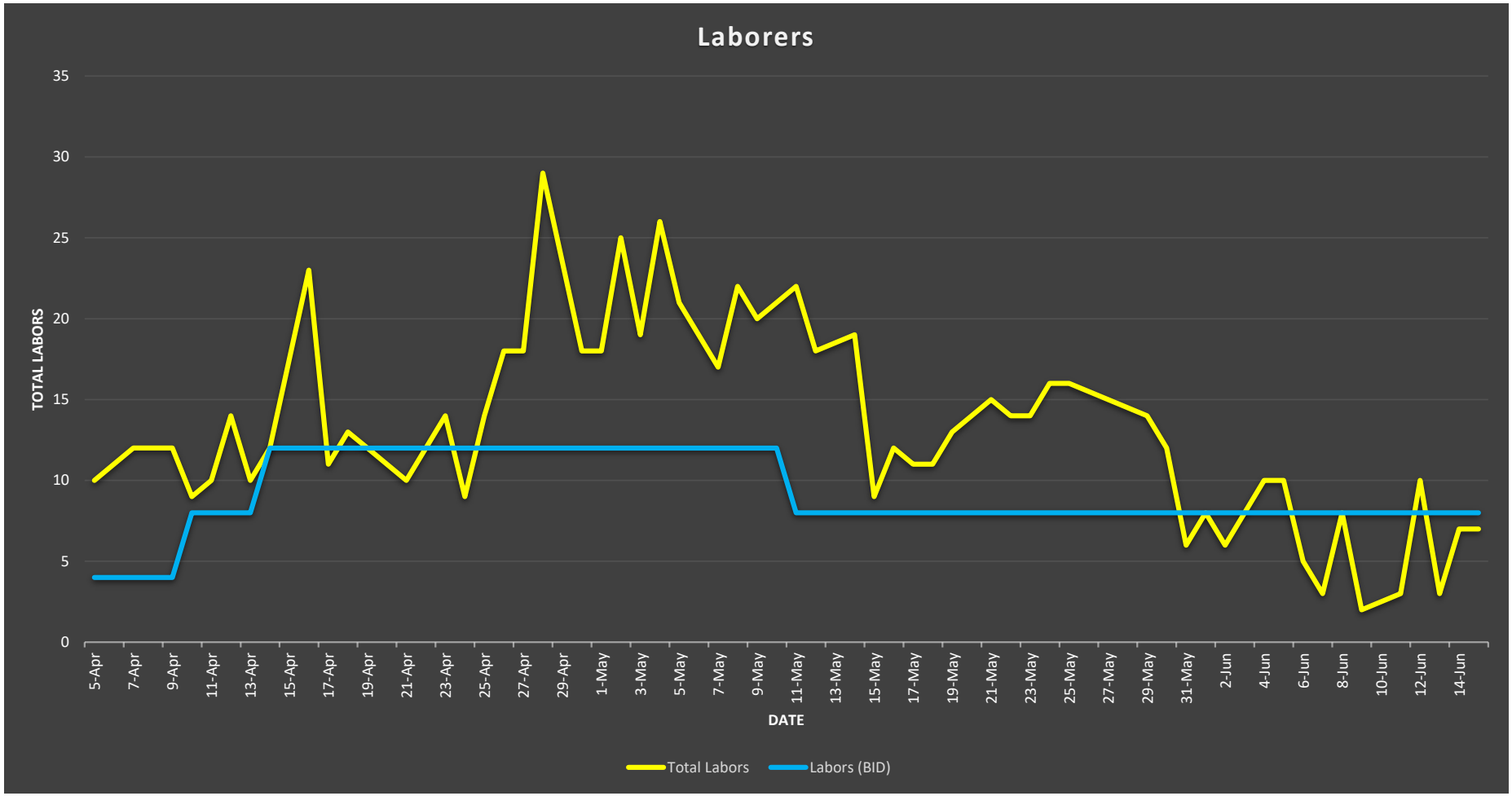
Welded MXP Teamster Staffing Levels (2018)



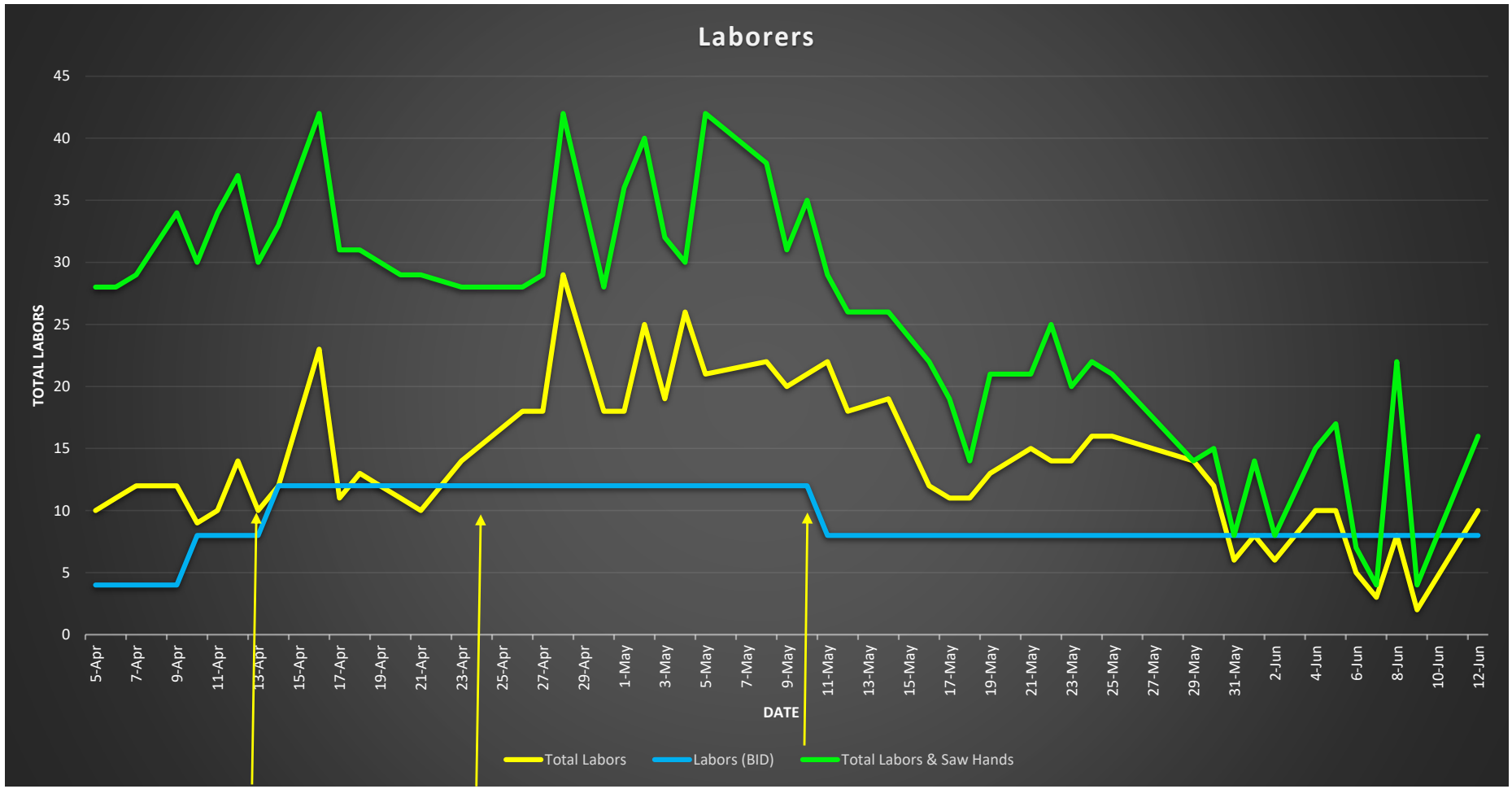
NOTE: Between April 13, 2018 and April 24, 2018, 7 of 11 working days were affected by weather, thus affecting staffing levels.

NOTE: Welded MXP Section 1 ended on May 10, 2018.

Welded MXP Laborer Staffing Levels (2018)



Welded MXP Laborer Staffing Levels (2018)



NOTE: Between April 13, 2018 and April 24, 2018, 7 of 11 working days were affected by weather, thus affecting staffing levels.

NOTE: Welded MXP Section 1 ended on May 10, 2018.

Chart Data

	Date	Total Operators	Operators (BID)	Total Oilers	Oilers (BID)	Total Teamsters	Teamsters (BID)	Total Labors & Saw Hands	Total Labors	Labors (BID)
Section 3 Start Date	5-Apr	9	7		2	10	6	28	10	4
	6-Apr	15	7		2	10	6	28	11	4
	7-Apr	13	7		2	10	6	29	12	4
	8-Apr									
	9-Apr	14	7		2	10	6	34	12	4
Section 2 Start Date	10-Apr	13	14	1	4	10	7	30	9	8
	11-Apr	11	14	1	4	10	7	34	10	8
	12-Apr	13	14	1	4	12	7	37	14	8
	13-Apr	17	14	5	4	9	7	30	10	8
Section 1 Start Date	14-Apr	18	21	4	6	9	8	33	12	12
	15-Apr									
	16-Apr	18	21		6	10	8	42	23	12
	17-Apr	18	21		6	10	8	31	11	12
	18-Apr	18	21	4	6	10	8	31	13	12
	19-Apr	18	21	6	6	10	8	30	12	12
	20-Apr	19	21	6	6	10	8	29	11	12
	21-Apr	18	21	6	6	9	8	29	10	12
	22-Apr	3	21		6	2	8	1	1	12
	23-Apr	18	21	6	6	9	8	28	14	12
	24-Apr	19	21	5	6	10	8	11	9	12
	25-Apr	23	21	9	6	10	8	26	14	12
	26-Apr	27	21	7	6	10	8	28	18	12
	27-Apr	25	21	10	6	10	8	29	18	12
	28-Apr	25	21	7	6	10	8	42	29	12
	29-Apr	25	21	5	6	2	8	19	7	12
	30-Apr	26	21	8	6	9	8	28	18	12
	1-May	31	21	9	6	9	8	36	18	12
	2-May	23	21	8	6	10	8	40	25	12
	3-May	35	21	12	6	10	8	32	19	12
	4-May	35	21	14	6	10	8	30	26	12
	5-May	31	21	13	6	9	8	42	21	12
	6-May	31	21			1				
	7-May	30	21	13	6	11	8	40	17	12
	8-May	32	21	13	6	14	8	38	22	12
	9-May	34	21	11	6	12	8	31	20	12
Section 1 End Date	10-May	34	21	12	6	12	8	35	21	12
	11-May	20	14	8	4	11	7	29	22	8
	12-May	22	14	10	4	10	7	26	18	8
	13-May	22	14	10	4		7			8
	14-May	23	14	7	4	12	7	26	19	8
	15-May	19	14	7	4	11	7	13	9	8
	16-May	24	14	8	4	12	7	22	12	8
	17-May	24	14	9	4	16	7	19	11	8
	18-May	21	14	6	4	16	7	14	11	8

Date	Total Operators	Operators (BID)	Total Oilers	Oilers (BID)	Total Teamsters	Teamsters (BID)	Total Labors & Saw Hands	Total Labors	Labors (BID)
19-May	23	14	8	4	13	7	21	13	8
20-May					4		1	1	
21-May	22	14	6	4	12	7	21	15	8
22-May	25	14	9	4	13	7	25	14	8
23-May	24	14	9	4	13	7	20	14	8
24-May	23	14	9	4	4	7	22	16	8
25-May	22	14	9	4	15	7	21	16	8
26-May	11	14	3	4	6	7	3	2	8
27-May									
28-May									
29-May	14	14	6	4	2	7	14	14	8
30-May	23	14	7	4	12	7	15	12	8
31-May	24	14	9	4	13	7	8	6	8
1-Jun	23	14	9	4	12	7	14	8	8
2-Jun	18	14	8	4	13	7	8	6	8
3-Jun									
4-Jun	20	14	10	4	13	7	15	10	8
5-Jun	18	14	8	4	12	7	17	10	8
6-Jun	18	14	10	4	13	7	7	5	8
7-Jun	18	14	10	4	12	7	4	3	8
8-Jun	16	14	8	4	13	7	22	8	8
9-Jun	16	14	9	4		7	4	2	8
10-Jun									
11-Jun	19	14	10	4	1	7	4	3	8
12-Jun	17	14	6	4	14	7	16	10	8
13-Jun	20	14	8	4		7	4	3	8
14-Jun	16	14	7	4	12	7	7	7	8
15-Jun	14	14	6	4	11	7	7	7	8
16-Jun	14	14	6	4		7			8
17-Jun	15	14	6	4		7			8
18-Jun	14	14	6	4	1	7			8
19-Jun	14	14	6	4	1	7			8
20-Jun	8	14	2	4		7			8

Welded - 2018-CORN-001 REV1
Additional Cost Analysis

Additional Cost Per Week

Date (Week)	Additional Labor Cost Per Week	Additional Equipment Cost Per Week	Additional Total Cost Per Week
4/2 - 4/8	$ 14,661.25	$ 3,052.50	$ 17,713.75
4/9 - 4/15	$ 28,418.50	$ 5,810.00	$ 34,228.50
4/16 - 4/22	$ 38,529.75	$ 5,470.00	$ 43,999.75
4/23 - 4/29	$ 102,551.75	$ 53,915.00	$ 156,466.75
4/30 - 5/6	$ 203,736.25	$ 172,853.00	$ 376,589.75
5/7 - 5/13	$ 257,592.88	$ 202,699.50	$ 460,292.38
5/14 - 5/20	$ 176,363.13	$ 172,704.50	$ 349,067.63
5/21 - 5/27	$ 162,921.75	$ 156,411.00	$ 319,332.75
5/28 - 6/3	$ 143,428.00	$ 144,737.50	$ 288,165.50
6/4 - 6/10	$ 144,006.75	$ 122,741.00	$ 266,747.75
6/11 - 6/17	$ 75,319.25	$ 62,399.00	$ 137,718.75
6/18 - 6/24	$ 10,209.50	$ 8,640.00	$ 18,849.50
Total	**$ 1,357,738.75**	**$ 1,111,434.00**	**$ 2,469,172.75**

Additional Cost by Section

Section	Additional Total Cost Per Section
Section 1	$ 290,229.00
Section 2	$ 634,327.75
Section 3	$ 1,544,616.00
Total	**$ 2,469,172.75**

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $17,713.75 DAY RATE $2,952.29

																	LABOR						**$14,661.25**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS						
	FULLY LOADED HOURLY RATES		4/2		4/3		4/4		4/5		4/6		4/7		4/8		HOURS		PRICE				
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**		
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**		
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**		
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**		
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**		
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**		
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**		
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**		
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**		
Operator	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**		
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**		
Oiler	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**		
Laborer	$85.50	$128.25							24	6	24	6	32	8			80	20	$6,840.00	$2,565.00	**$9,405.00**		
Teamster	$105.50	$158.25							8	4	8	3	8	2			24	9	$2,532.00	$1,424.25	**$3,956.25**		
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**		
Per Diem ($100/Day)	$100.00		0.0		0.0		0.0		4.0		4.0		5.0		0.0		13	0	$1,300.00	$0.00	**$1,300.00**		
																	EQUIPMENT						**$3,052.50**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS						
	FULLY LOADED HOURLY RATES		4/2		4/3		4/4		4/5		4/6		4/7		4/8		HOURS		PRICE				
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**		
Rotobec	$250.00																0	0	$0.00	$0.00	**$0.00**		
Excavator - Thumb	$288.00																0	0	$0.00	$0.00	**$0.00**		
Dozer - D8 or equiv.	$300.00																0	0	$0.00	$0.00	**$0.00**		
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**		
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**		
Tractor - 50 ton Lowboy	$95.00								6		5.5		5				17	0	$1,567.50	$0.00	**$1,567.50**		
Log/Grapple Truck	$95.00																0	0	$0.00	$0.00	**$0.00**		
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**		
Fuel Truck	$90.00								6		5.5		5				17	0	$1,485.00	$0.00	**$1,485.00**		
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**		
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**		
Bucket Truck	$100.00																0	0	$0.00	$0.00	**$0.00**		
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**		

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK **$34,228.50** **DAY RATE** **$5,704.75**

LABOR																						**$28,418.50**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		4/9		4/10		4/11		4/12		4/13		4/14		4/15		HOURS		PRICE			
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**	
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**	
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**	
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**	
Operator	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Oiler	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Laborer	$85.50	$128.25	32	8	8	4	16	4	40	16	24	6	32	6			152	44	$12,996.00	$5,643.00	**$18,639.00**	
Teamster	$105.50	$158.25	8	3	8	3	8	2	16	4	4	1	4	1			48	14	$5,064.00	$2,215.50	**$7,279.50**	
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**	
Per Diem ($100/Day)	$100.00		5.0		2.0		3.0		7.0		3.5		4.5		0.0		25	0	$2,500.00	$0.00	**$2,500.00**	

EQUIPMENT																						**$5,810.00**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		4/9		4/10		4/11		4/12		4/13		4/14		4/15		HOURS		PRICE			
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**	
Rotobec	$250.00																0	0	$0.00	$0.00	**$0.00**	
Excavator - Thumb	$288.00																0	0	$0.00	$0.00	**$0.00**	
Dozer - D8 or equiv.	$300.00																0	0	$0.00	$0.00	**$0.00**	
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**	
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**	
Tractor - 50 ton Lowboy	$95.00		5.5		5.5		5		5		5		5				31	0	$2,945.00	$0.00	**$2,945.00**	
Log/Grapple Truck	$95.00								5								5	0	$475.00	$0.00	**$475.00**	
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**	
Fuel Truck	$90.00		5.5		5.5		5		5								21	0	$1,890.00	$0.00	**$1,890.00**	
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**	
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**	
Bucket Truck	$100.00								5								5	0	$500.00	$0.00	**$500.00**	
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**	

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $43,999.75 DAY RATE $7,333.29

																LABOR						**$38,529.75**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		4/16		4/17		4/18		4/19		4/20		4/21		4/22		HOURS		PRICE			
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**	
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**	
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**	
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**	
Operator	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Oiler	$123.50	$185.25							4		8	2	8	2			20	4	$2,470.00	$741.00	**$3,211.00**	
Laborer	$85.50	$128.25	96	16	8	2	32	10	48	18	8	2	16	4			208	52	$17,784.00	$6,669.00	**$24,453.00**	
Teamster	$105.50	$158.25	8	2	8	3	8	2	8	3	8	4	4	1			44	15	$4,642.00	$2,373.75	**$7,015.75**	
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**	
Per Diem ($100/Day)	$100.00		17.0		2.0		5.0		8.0		3.0		3.5		0.0		39	0	$3,850.00	$0.00	**$3,850.00**	

																EQUIPMENT						**$5,470.00**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		4/16		4/17		4/18		4/19		4/20		4/21		4/22		HOURS		PRICE			
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**	
Rotobec	$250.00																0	0	$0.00	$0.00	**$0.00**	
Excavator - Thumb	$288.00																0	0	$0.00	$0.00	**$0.00**	
Dozer - D8 or equiv.	$300.00																0	0	$0.00	$0.00	**$0.00**	
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**	
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**	
Tractor - 50 ton Lowboy	$95.00		5		5.5		5		5.5		6		5				32	0	$3,040.00	$0.00	**$3,040.00**	
Log/Grapple Truck	$95.00																0	0	$0.00	$0.00	**$0.00**	
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**	
Fuel Truck	$90.00		5		5.5		5		5.5		6						27	0	$2,430.00	$0.00	**$2,430.00**	
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**	
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**	
Bucket Truck	$100.00																0	0	$0.00	$0.00	**$0.00**	
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**	

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $156,466.75 DAY RATE $26,077.79

																LABOR						$102,551.75
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		4/23		4/24		4/25		4/26		4/27		4/28		4/29		HOURS		PRICE			
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**	
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**	
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**	
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Foreman	$142.50	$213.75					8	2									8	2	$1,140.00	$427.50	**$1,567.50**	
Operator	$123.50	$185.25					16	4	24	10	24	9	16	4	48	12	128	39	$15,808.00	$7,224.75	**$23,032.75**	
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Oiler	$123.50	$185.25	8	4			20	4	24	6	24	8	16	4	8	2	100	28	$12,350.00	$5,187.00	**$17,537.00**	
Laborer	$85.50	$128.25	32	14	24	6	40	14	80	29	48	24	136	34			360	121	$30,780.00	$15,518.25	**$46,298.25**	
Teamster	$105.50	$158.25	4	1	8	2	8	0	8	2	8	2	8	2			44	9	$4,642.00	$1,424.25	**$6,066.25**	
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**	
Per Diem ($100/Day)	$100.00		5.5		4.0		12.0		17.0		13.0		22.0		7.0		81	0	$8,050.00	$0.00	**$8,050.00**	

																EQUIPMENT						$53,915.00
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		4/23		4/24		4/25		4/26		4/27		4/28		4/29		HOURS		PRICE			
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**	
Rotobec	$250.00																0	0	$0.00	$0.00	**$0.00**	
Excavator - Thumb	$288.00						10		22		23		10		40		105	0	$30,240.00	$0.00	**$30,240.00**	
Dozer - D8 or equiv.	$300.00						10		12		10		10		20		62	0	$18,600.00	$0.00	**$18,600.00**	
Pickup Truck 1/2 ton	$16.00						10										10	0	$160.00	$0.00	**$160.00**	
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**	
Tractor - 50 ton Lowboy	$95.00		5		5		4		5		5		5				29	0	$2,755.00	$0.00	**$2,755.00**	
Log/Grapple Truck	$95.00																0	0	$0.00	$0.00	**$0.00**	
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**	
Fuel Truck	$90.00				5		4		5		5		5				24	0	$2,160.00	$0.00	**$2,160.00**	
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**	
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**	
Bucket Truck	$100.00																0	0	$0.00	$0.00	**$0.00**	
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**	

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $376,589.75 DAY RATE $62,764.96

LABOR																					**$203,736.25**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		4/30		5/1		5/2		5/3		5/4		5/5		5/6		HOURS		PRICE		
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**
Operator	$123.50	$185.25	24	7	80	36	32	14	112	28	112	28	80	26			440	139	$54,340.00	$25,749.75	**$80,089.75**
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**
Oiler	$123.50	$185.25	24	7	24	8	24	8	48	12	64	16	56	26			240	77	$29,640.00	$14,264.25	**$43,904.25**
Laborer	$85.50	$128.25	48	18	64	22	104	52	64	22	96	20	72	30			448	164	$38,304.00	$21,033.00	**$59,337.00**
Teamster	$105.50	$158.25	4	3	4	2	8	3	8	2	8	2	4	1			36	13	$3,798.00	$2,057.25	**$5,855.25**
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**
Per Diem ($100/Day)	$100.00		12.5		21.5		21.0		29.0		35.0		26.5		0.0		146	0	$14,550.00	$0.00	**$14,550.00**

EQUIPMENT																					**$172,853.50**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		4/30		5/1		5/2		5/3		5/4		5/5		5/6		HOURS		PRICE		
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**
Rotobec	$250.00								10		10		10				30	0	$7,500.00	$0.00	**$7,500.00**
Excavator - Thumb	$288.00		21		69		34		80		70		53				327	0	$94,176.00	$0.00	**$94,176.00**
Dozer - D8 or equiv.	$300.00		10		47		12		50		60		43				222	0	$66,600.00	$0.00	**$66,600.00**
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**
Tractor - 50 ton Lowboy	$95.00		7		6		5.5		5		5		5				34	0	$3,182.50	$0.00	**$3,182.50**
Log/Grapple Truck	$95.00																0	0	$0.00	$0.00	**$0.00**
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**
Fuel Truck	$90.00						5.5		5		5						16	0	$1,395.00	$0.00	**$1,395.00**
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**
Bucket Truck	$100.00																0	0	$0.00	$0.00	**$0.00**
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $460,292.38 DAY RATE $76,715.40

															LABOR						$257,592.88
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/7		5/8		5/9		5/10		5/11		5/12		5/13		HOURS		PRICE		
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**
General Superintendent	$175.00	$262.50															0	0.0	$0.00	$0.00	**$0.00**
Superintendent	$161.50	$242.25															0	0.0	$0.00	$0.00	**$0.00**
Assistant Superintendent	$152.00	$228.00															0	0.0	$0.00	$0.00	**$0.00**
Project Manager	$161.50	$242.25															0	0.0	$0.00	$0.00	**$0.00**
Safety Manager	$152.00	$228.00															0	0.0	$0.00	$0.00	**$0.00**
Safety Coordinator	$142.00	$213.00															0	0.0	$0.00	$0.00	**$0.00**
Project Engineer	$152.00	$228.00															0	0.0	$0.00	$0.00	**$0.00**
Foreman	$142.50	$213.75															0	0.0	$0.00	$0.00	**$0.00**
Operator	$123.50	$185.25	56	22.0	88	31	104	52	104	47	48	24	64	16			464	192.0	$57,304.00	$35,568.00	**$92,872.00**
Mechanic	$123.50	$185.25															0	0.0	$0.00	$0.00	**$0.00**
Oiler	$123.50	$185.25	48	24.0	56	26	40	24	48	25	32	16	48	12			272	127.0	$33,592.00	$23,526.75	**$57,118.75**
Laborer	$85.50	$128.25	88	41.0	96	54	96	45	88	48	104	36	64	16			536	240.0	$45,828.00	$30,780.00	**$76,608.00**
Teamster	$105.50	$158.25	12	4.5	24	6	16	5	16	5	12	4	8	4			88	28.5	$9,284.00	$4,510.13	**$13,794.13**
Administrative	$85.50	$128.25															0	0.0	$0.00	$0.00	**$0.00**
Per Diem ($100/Day)	$100.00		26.5		33.0		32.0		32.0		25.5		23.0		0.0		172	0.0	$17,200.00	$0.00	**$17,200.00**

															EQUIPMENT						$202,699.50
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/7		5/8		5/9		5/10		5/11		5/12		5/13		HOURS		PRICE		
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**
Rotobec	$250.00								12								12	0	$3,000.00	$0.00	**$3,000.00**
Excavator - Thumb	$288.00		45		66		83		82		48		50				374	0	$107,712.00	$0.00	**$107,712.00**
Dozer - D8 or equiv.	$300.00		33		53		73		57		24		30				270	0	$81,000.00	$0.00	**$81,000.00**
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**
Tractor - 50 ton Lowboy	$95.00		5.5		10		5.5		5.5		5.5		6				38	0	$3,610.00	$0.00	**$3,610.00**
Log/Grapple Truck	$95.00				5		5.5		5.5		5.5						22	0	$2,042.50	$0.00	**$2,042.50**
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**
Fuel Truck	$90.00		5.5		10		5		5		5		6				37	0	$3,285.00	$0.00	**$3,285.00**
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**
Bucket Truck	$100.00		5.5		5		5		5								21	0	$2,050.00	$0.00	**$2,050.00**
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $349,067.63 DAY RATE $58,177.94

														LABOR							**$176,363.13**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/14		5/15		5/16		5/17		5/18		5/19		5/20		HOURS		PRICE		
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**
Operator	$123.50	$185.25	72	18	24	6	80	47	80	46	56	26	72	14			384	157	$47,424.00	$29,084.25	**$76,508.25**
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**
Oiler	$123.50	$185.25	24	6	24	18	32	19	40	23	16	8	32	6			168	80	$20,748.00	$14,820.00	**$35,568.00**
Laborer	$85.50	$128.25	88	24	24	12	48	21	24	15	24	18	44	8			252	98	$21,546.00	$12,568.50	**$34,114.50**
Teamster	$105.50	$158.25	16	4	12	3	16	0	32	10	32	8	20	5			128	30	$13,504.00	$4,668.38	**$18,172.38**
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**
Per Diem ($100/Day)	$100.00		25.0		12.0		24.0		22.0		16.0		21.0		0.0		120	0	$12,000.00	$0.00	**$12,000.00**

														EQUIPMENT							**$172,704.50**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/14		5/15		5/16		5/17		5/18		5/19		5/20		HOURS		PRICE		
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**
Rotobec	$250.00						13						10				23	0	$5,750.00	$0.00	**$5,750.00**
Excavator - Thumb	$288.00		50		22		63		63		48		38				284	0	$81,792.00	$0.00	**$81,792.00**
Dozer - D8 or equiv.	$300.00		40		8		51		63		34		38				234	0	$70,200.00	$0.00	**$70,200.00**
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**
Tractor - 50 ton Lowboy	$95.00		5		5		4		16.5		15		10				56	0	$5,272.50	$0.00	**$5,272.50**
Log/Grapple Truck	$95.00		5				4		5		5		5				24	0	$2,280.00	$0.00	**$2,280.00**
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**
Fuel Truck	$90.00		5		5		4		10		10		5				39	0	$3,510.00	$0.00	**$3,510.00**
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**
Bucket Truck	$100.00		5		5		4		10		10		5				39	0	$3,900.00	$0.00	**$3,900.00**
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $319,332.75 DAY RATE $53,222.13

															LABOR						**$162,921.75**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/21		5/22		5/23		5/24		5/25		5/26		5/27		HOURS		PRICE		
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**
Operator	$123.50	$185.25	64	31	44		80	40	72	36	64	34	32	8			356	149	$43,966.00	$27,602.25	**$71,568.25**
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**
Oiler	$123.50	$185.25	16	7	20		40	20	40	20	40	19	8	2			164	68	$20,254.00	$12,597.00	**$32,851.00**
Laborer	$85.50	$128.25	56	18	36	0	64	32	64	22	64	13					284	85	$24,282.00	$10,901.25	**$35,183.25**
Teamster	$105.50	$158.25	16	4	10	0	20	5			28	7	4	1			78	17	$8,229.00	$2,690.25	**$10,919.25**
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**
Per Diem ($100/Day)	$100.00		19.0		27.5		25.5		22.0		24.5		5.5		0.0		124	0	$12,400.00	$0.00	**$12,400.00**

															EQUIPMENT						**$156,411.00**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/21		5/22		5/23		5/24		5/25		5/26		5/27		HOURS		PRICE		
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**
Rotobec	$250.00				4		12										16	0	$4,000.00	$0.00	**$4,000.00**
Excavator - Thumb	$288.00		59		24		60		60		49		20				272	0	$78,336.00	$0.00	**$78,336.00**
Dozer - D8 or equiv.	$300.00		36		16		48		48		49		20				217	0	$65,100.00	$0.00	**$65,100.00**
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**
Tractor - 50 ton Lowboy	$95.00		5		4		10				10						29	0	$2,755.00	$0.00	**$2,755.00**
Log/Grapple Truck	$95.00		5		2		5				10						22	0	$2,090.00	$0.00	**$2,090.00**
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**
Fuel Truck	$90.00		5		2		5				10		5				27	0	$2,430.00	$0.00	**$2,430.00**
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**
Bucket Truck	$100.00		5		2		5				5						17	0	$1,700.00	$0.00	**$1,700.00**
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $288,165.50 DAY RATE $48,027.58

															LABOR						**$143,428.00**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/28		5/29		5/30		5/31		6/1		6/2		6/3		HOURS		PRICE		
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**
Operator	$123.50	$185.25			56	35	72	30	80	40	72	32	32	16			312	153	$38,532.00	$28,343.25	**$66,875.25**
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**
Oiler	$123.50	$185.25			32	20	24	10	40	20	40	16	32	12			168	78	$20,748.00	$14,449.50	**$35,197.50**
Laborer	$85.50	$128.25			72	39	40	16			16	8	8	3			136	66	$11,628.00	$8,464.50	**$20,092.50**
Teamster	$105.50	$158.25					16	12	20	11	16	6	16	6			68	35	$7,174.00	$5,538.75	**$12,712.75**
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**
Per Diem ($100/Day)	$100.00		0.0		20.0		19.0		17.5		18.0		11.0		0.0		86	0	$8,550.00	$0.00	**$8,550.00**

															EQUIPMENT						**$144,737.50**
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		5/28		5/29		5/30		5/31		6/1		6/2		6/3		HOURS		PRICE		
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**
Rotobec	$250.00				13				12		12						37	0	$9,250.00	$0.00	**$9,250.00**
Excavator - Thumb	$288.00				39		56		60		46		24				225	0	$64,800.00	$0.00	**$64,800.00**
Dozer - D8 or equiv.	$300.00				39		46		48		46		24				203	0	$60,900.00	$0.00	**$60,900.00**
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**
Tractor - 50 ton Lowboy	$95.00						7		12		5.5		5.5				30	0	$2,850.00	$0.00	**$2,850.00**
Log/Grapple Truck	$95.00						7		6.5		5.5		5.5				25	0	$2,327.50	$0.00	**$2,327.50**
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**
Fuel Truck	$90.00						7		6		5.5		5.5				24	0	$2,160.00	$0.00	**$2,160.00**
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**
Bucket Truck	$100.00						7		6.5		5.5		5.5				25	0	$2,450.00	$0.00	**$2,450.00**
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $266,747.75 DAY RATE $44,457.96

LABOR **$144,006.75**

			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		6/4		6/5		6/6		6/7		6/8		6/9		6/10		HOURS		PRICE		
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**
Operator	$123.50	$185.25	48	30	48	30	48	30	48	30	24	18	16	10			232	148	$28,652.00	$27,417.00	**$56,069.00**
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**
Oiler	$123.50	$185.25	48	26	32	18	48	24	48	24	32	16	40	16			248	124	$30,628.00	$22,971.00	**$53,599.00**
Laborer	$85.50	$128.25	40	10	40	10					24	6					104	26	$8,892.00	$3,334.50	**$12,226.50**
Teamster	$105.50	$158.25	20	6	16	4	20	5	16	4	20	6					92	25	$9,706.00	$3,956.25	**$13,662.25**
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**
Per Diem ($100/Day)	$100.00		19.5		17.0		14.5		14.0		12.5		7.0		0.0		85	0	$8,450.00	$0.00	**$8,450.00**

EQUIPMENT **$122,741.00**

			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS				
	FULLY LOADED HOURLY RATES		6/4		6/5		6/6		6/7		6/8		6/9		6/10		HOURS		PRICE		
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**
Rotobec	$250.00																0	0	$0.00	$0.00	**$0.00**
Excavator - Thumb	$288.00		39		39		39		39		28		13				197	0	$56,736.00	$0.00	**$56,736.00**
Dozer - D8 or equiv.	$300.00		39		39		39		39		14		13				183	0	$54,900.00	$0.00	**$54,900.00**
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**
Tractor - 50 ton Lowboy	$95.00		10		5		10		5		10						40	0	$3,800.00	$0.00	**$3,800.00**
Log/Grapple Truck	$95.00		5		5		5		5		5						25	0	$2,375.00	$0.00	**$2,375.00**
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**
Fuel Truck	$90.00		6		5		5		5		6						27	0	$2,430.00	$0.00	**$2,430.00**
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**
Bucket Truck	$100.00		5		5		5		5		5						25	0	$2,500.00	$0.00	**$2,500.00**
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $137,718.75 DAY RATE $22,953.13

															LABOR						**$75,319.25**	
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		6/11		6/12		6/13		6/14		6/15		6/16		6/17		HOURS		PRICE			
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**	
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**	
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**	
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**	
Operator	$123.50	$185.25	24		24	15	48	24	16	4	8	2	8	2	16	4	144	51	$17,784.00	$9,447.75	**$27,231.75**	
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Oiler	$123.50	$185.25	24		16	7	24	8	24	6	24	6	16	4	16	4	144	35	$17,784.00	$6,483.75	**$24,267.75**	
Laborer	$85.50	$128.25			48	27			16	4	16	4					80	35	$6,840.00	$4,488.75	**$11,328.75**	
Teamster	$105.50	$158.25			24	9			8	0	12	3					44	12	$4,642.00	$1,899.00	**$6,541.00**	
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**	
Per Diem ($100/Day)	$100.00		12.0		14.0		9.0		9.0		8.5		3.0		4.0		60	0	$5,950.00	$0.00	**$5,950.00**	

															EQUIPMENT						**$62,399.50**	
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		6/11		6/12		6/13		6/14		6/15		6/16		6/17		HOURS		PRICE			
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**	
Rotobec	$250.00																0	0	$0.00	$0.00	**$0.00**	
Excavator - Thumb	$288.00		12		26		36		10		10		10		10		114	0	$32,832.00	$0.00	**$32,832.00**	
Dozer - D8 or equiv.	$300.00		12		13		36		10						10		81	0	$24,300.00	$0.00	**$24,300.00**	
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**	
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**	
Tractor - 50 ton Lowboy	$95.00				11				2		5						18	0	$1,710.00	$0.00	**$1,710.00**	
Log/Grapple Truck	$95.00				5.5				2		5						13	0	$1,187.50	$0.00	**$1,187.50**	
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**	
Fuel Truck	$90.00				11				2		5						18	0	$1,620.00	$0.00	**$1,620.00**	
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**	
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**	
Bucket Truck	$100.00				5.5				2								7.5	0	$750.00	$0.00	**$750.00**	
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**	

Force Account Rates
Weekly Extension
For :

TOTAL FOR THE WEEK $18,849.50 DAY RATE $3,141.58

															LABOR						**$10,209.50**	
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		6/18		6/19		6/20		6/21		6/22		6/23		6/24		HOURS		PRICE			
SUPERVISORY	**STRAIGHT**	**OVER TIME**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST**	**OT**	**ST +OT**	
General Superintendent	$175.00	$262.50															0	0	$0.00	$0.00	**$0.00**	
Superintendent	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Assistant Superintendent	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Project Manager	$161.50	$242.25															0	0	$0.00	$0.00	**$0.00**	
Safety Manager	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Safety Coordinator	$142.00	$213.00															0	0	$0.00	$0.00	**$0.00**	
Project Engineer	$152.00	$228.00															0	0	$0.00	$0.00	**$0.00**	
Foreman	$142.50	$213.75															0	0	$0.00	$0.00	**$0.00**	
Operator	$123.50	$185.25	8	2	8	2	8	2									24	6	$2,964.00	$1,111.50	**$4,075.50**	
Mechanic	$123.50	$185.25															0	0	$0.00	$0.00	**$0.00**	
Oiler	$123.50	$185.25	16	4	16	4											32	8	$3,952.00	$1,482.00	**$5,434.00**	
Laborer	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**	
Teamster	$105.50	$158.25															0	0	$0.00	$0.00	**$0.00**	
Administrative	$85.50	$128.25															0	0	$0.00	$0.00	**$0.00**	
Per Diem ($100/Day)	$100.00		3.0		3.0		1.0		0.0		0.0		0.0		0.0		7	0	$700.00	$0.00	**$700.00**	

															EQUIPMENT						**$8,640.00**	
			MO		TU		WE		TH		FR		SA		SU		EXTENDED TOTALS					
	FULLY LOADED HOURLY RATES		6/18		6/19		6/20		6/21		6/22		6/23		6/24		HOURS		PRICE			
Equipment	**REGULAR**	**STAND-BY**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**R**	**S**	**REGULAR**	**STAND-BY**	**R + S**	
Rotobec	$250.00																0	0	$0.00	$0.00	**$0.00**	
Excavator - Thumb	$288.00		10		10		10										30	0	$8,640.00	$0.00	**$8,640.00**	
Dozer - D8 or equiv.	$300.00																0	0	$0.00	$0.00	**$0.00**	
Pickup Truck 1/2 ton	$16.00																0	0	$0.00	$0.00	**$0.00**	
Pickup Truck 1 ton	$20.00																0	0	$0.00	$0.00	**$0.00**	
Tractor - 50 ton Lowboy	$95.00																0	0	$0.00	$0.00	**$0.00**	
Log/Grapple Truck	$95.00																0	0	$0.00	$0.00	**$0.00**	
Mechanic Truck	$90.00																0	0	$0.00	$0.00	**$0.00**	
Fuel Truck	$90.00																0	0	$0.00	$0.00	**$0.00**	
Bob Dump Truck	$60.00																0	0	$0.00	$0.00	**$0.00**	
18 Wheeler Dump Truck	$85.00																0	0	$0.00	$0.00	**$0.00**	
Bucket Truck	$100.00																0	0	$0.00	$0.00	**$0.00**	
Morooka	$80.00																0	0	$0.00	$0.00	**$0.00**	

EARTH PIPELINE SERVICES LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
9/4/2018	WELD-MXP-18

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 CORN-003		
1	Stand-by - Mech. - Access Road 7.8 Delay	223,938.12	223,938.12

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $223,938.12

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

Exhibit B-2: Subcontractor Requested Change

SUBCONTRACT NO. 2297EART05 SUBCONTRACTOR REQUESTED CHANGE NO. 003

CORRESPONDENCE NO._____ Additional Pages attached to this request: 3
Total No. of Pages 4

COMMITMENT SECTION

Marshal and Wetzel Counties, West Virginia	*05-22-2018*	
PROJECT LOCATION	DATE	COMPANY WORK ORDER NO.
Earth Pipeline Services	*135 Technology Drive Suite 100 Canonsburg, PA 15317*	
CONTRACTOR	ADDRESS	

Contractor is hereby notified that the following circumstances have arisen that Sub-Contractor believes entitles it to request a change:

Reference to Contract Sections associated with this requested change: Exhibit E: Schedule; Exhibit F: Subcontractor Proposal - Subcontractor Proposal Exhibit F - Section D. ASSUMPTIONS & EXCLUSIONS - *Stand By*

Reference to Drawings associated with or impacted by this requested change (as required): (0+00 – 994+36)

Access Road 7.8 – Station 525+00

Detailed Description of the Change: .
T&M Stand By cost of having the usage designation of Access Road 7.8 changed to "Foot Traffic Only." This Cost includes the Mechanical Clearing Crew on Section 02 as well as the cost of the PM Burn Crew on this section.

Project Scope of Work:	☐ Unchanged	☐ Reduced	☐ **Increased**
Cost Proposal Basis:	☐ Lump Sum	☐ Unit Cost	☐ **Time and Material**

Estimated Value of Change	$223,938.12
Estimated Impact to Schedule	3 Days Lost Production on Section 02

NOTE: By executing this Change Order Request, Subcontractor acknowledges that all cost and schedule impacts have been expressly identified. No further adjustments for this Work shall be made.

Sub-Contractor's Representative: Kevin Berryman, Vice President 5-22-18
AUTHORIZED REPRESENTATIVE DATE

Remarks:

Welded Approval: **Date:**

The Subcontractor is responsible to complete this form in its entirety and provide associated backup as noted above in this request and / or provide additional backup required to substantiate the change order request.
All T&M/Unit Cost changes will require timesheets for Welded Project Manager (or designee) approval.
Signed authorization by a Welded representative is required to commence Work noted in this Change Request.
Subcontractor acknowledges that Contractor, by authorizing this change request, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this change request.

CHANGE ORDER REQUEST NOTICE (CORN)
Capital Project

May 22, 2018

Welded

Attention:

Subject: Change Order Request Notice 2018-CORN-003
Subcontract # 2297EART05
Mountaineer Xpress – Spread 1

Dear Mr. Carroll

Earth Pipeline Services, Inc. ("Earth") is submitting to Welded ("Welded") a Change Order Request Notice for the following items:

1. T&M for Road Usage Change due to Cultural Survey ordered by TransCanada on Access Road 7.8 (AR7.8)

Access Road 7.8 was cleared for use for Earth Pipeline Services through Monday, 05/14/18. This allowed Earth the ability to set up for Mechanical Clearing at Station 525+50. After moving equipment in to begin Mechanical Clearing, AR7.8 had its usage changed to "Foot Traffic Only" by TransCanada as they ordered a Cultural Survey to be performed on that road. By changing its usage allowance, Earth no longer had the ability to get fuel to their equipment or water for their burn crews. This forced Earth to go into Stand By on Tuesday, 05/15/18, as no work could be performed and no cost or time efficient option was available to move the equipment to another area to perform Mechanical Clearing on Spread 01 – Section 02. During this time, Earth was able to work on Section 03 of Spread 1 on each of the days within this date range. Earth was also able to perform our PM Burns during this time in Section 03. This change order reflects the cost of lost production for both Mechanical Clearing and PM Burning through the dates of: 5/15/18, 5/16/18, and 5/17/18 that AR7.8 was not accessible.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Chad Fette

Assistant Project Manager

Earth Pipeline Services, Inc.

Attachment:

CC: Joshua Roberts, Tanner Bechtel, Lee Kirstein, Kevin Berryman, Alisa Lerman

Contractor:	**Earth Pipeline Services, Inc.**	CORN No.:	**2018-CORN-003**
CORN Originator:		CORN Date:	**05/22/2018**
Phone No.			
Email Address:		Contract Title and No.:	**2297EART05**

This Change Order Request Notice is submitted by the Contractor to the Company to request the following Change, in accordance with the Changes provision of the General Conditions of the Contract.

Priority: ☒ High ☐ Medium ☐ Low

CHANGE REQUEST DEFINITION

Description of Change:

T&M Stand By cost of having the usage designation of Access Road 7.8 changed to “Foot Traffic Only.” This Cost includes the Mechanical Clearing Crew on Section 02 as well as the cost of the PM Burn Crew on this section.

Reason for Change:

Usage Change due to required Cultural Survey on Access Road 7.8

Impact of Not Implementing Change:

TBD

Alternative to Proposed Change:

None

CHANGE REQUEST IMPACT

Cost Impact:

$223,938.12

Schedule Impact:

3 Days of Lost Production on SEC 02

Attachments:

AR7.8 Cost Sheet

CONTRACTOR REQUEST

Authorized Signature: Kevin Berryman

Name: Kevin Berryman

Title: Vice President

COMPANY REVIEW

Recommendation: ☐ Accept ☐ Reject ☐ Hold

Reviewer’s Signature:

Name:

Title:

AR7.8 T&M Stand-By

Attention:		Change Order #:			
Company:	Welded	Date Issued:	5/22/2018		
Address:		Issued by:	Earth Pipeline Servcies, Inc.		
		Requestor:			
Project:	Welded - TC MXP Spread 1	Lump Sum Bid:		Date	5/22/2018
AFE Number:	2297EART05	Time and Materials:		Begin:	
PO Number:		Flat Day Rate:		Finish:	

Description of Items

T&M for Stand By on Spread 1 Section 02 due to Access Road 7.8 usage restriction allowing *only* foot traffic after allowable usage for equipment/fuel transportation. This includes the Mechanical Clearing Crew and Equiment as well as the PM Burn Crew and Equipment.

Employee Position	Equipment/ Materials	Standard Hours	Standard Amount	Overtime Hours	Overtime Amount	Quantity		Total Hours	Total Amount
Foreman		10	$ 142.50	0	$ 213.75	1		10	$ 1,425.00
Opearators		8	$ 123.50	4	$ 185.25	12		144	$ 20,748.00
Operator 3 (Oiler)		8	$ 123.50	4	$ 185.25	4		48	$ 6,916.00
Laborer		8	$ 85.50	4	$ 128.25	2		24	$ 2,394.00
Per Diem		1	$ 100.00	1	$ 150.00	19			$ 1,900.00
Opearators (Night)		8	$ 123.50	4	$ 185.25	2		24	$ 3,458.00
Laborer (Night)		8	$ 85.50	4	$ 128.25	1		12	$ 1,197.00
Per Diem (Night)		1	$ 100.00	1	$ 150.00	3			$ 300.00
	250 G Thumb - 58,000 lbs	12	$ 208.00			1		12	$ 2,496.00
	PC 210 LC-51,000 lbs	12	$ 176.00			1		12	$ 2,112.00
	200 C Grapple-51,000 lbs	12	$ 176.00			1		12	$ 2,112.00
	SC 210 LC Rotobec-51,000 lbs	12	$ 176.00			1		12	$ 2,112.00
	210G Rotobec-51,000 lbs	12	$ 176.00			1		12	$ 2,112.00
	PC210 Thumb-51,000 lbs	12	$ 176.00			1		12	$ 2,112.00
	350 Shear-84,000 lbs	12	$ 208.00			1		12	$ 2,496.00
	D65 WX Winch-265 hp w/ winch	12	$ 192.00			1		12	$ 2,304.00
	D6T XL Rke-200 hp w/ winch	12	$ 192.00			1		12	$ 2,304.00
	D8T Blade Winch-310 hp w/ winch	12	$ 192.00			1		12	$ 2,304.00
	Light Plant	12	$ 15.00			2		24	$ 360.00
	Water Buffalo	12	$ 16.00			2		24	$ 384.00
	UTV	12	$ 16.00			1		12	$ 192.00
	Prime Tech 300 Stumper	12	$ 400.00			1		12	$ 4,800.00
	3/4 Ton Pick Up Truck	12	$ 17.00			1		12	$ 204.00
	1/2 Ton Pick Up Truck	12	$ 16.67			1		12	$ 200.04
	Roll-Off Sled	12	$ 85.00			1		12	$ 1,020.00
	Mechanic Truck	12	$ 90.00			1		12	$ 1,080.00
	Fuel Truck	12	$ 90.00			1		12	$ 1,080.00
NIGHT -	3/4 Ton Pick Up Truck	12	$ 17.00			1		12	$ 204.00
NIGHT -	Light Plant	12	$ 15.00			2		24	$ 360.00
NIGHT -	Water Buffalo	12	$ 16.00			2		24	$ 384.00
NIGHT -	UTV	12	$ 16.00			1		12	$ 192.00
NIGHT -	D8T Blade Winch-310 hp w/ winch	12	$ 192.00			1		12	$ 2,304.00
NIGHT -	Fuel Truck	12	$ 90.00			1		12	$ 1,080.00

Company Representative:		Daily Subtotal:	$ 74,646.04
(print)	Date:		
(sign)		Total Days: 3	$ 223,938.12
Contractor Representative:			
(print) Kevin Berryman, VP	Date:	Total Due:	**$ 223,938.12**
(sign)			

EARTH PIPELINE SERVICES
LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
9/4/2018	WELD-MXP-19

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 CORN-004		
1	Timber Removal on WV-WZ0004.000	69,960.00	69,960.00

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $69,960.00

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

Exhibit B-2: Subcontractor Requested Change

SUBCONTRACT NO. 2297EART05

SUBCONTRACTOR REQUESTED CHANGE NO. 004

CORRESPONDENCE NO. _____

Additional Pages attached to this request: 2
Total No. of Pages 3

COMMITMENT SECTION

Marshal and Wetzel Counties, West Virginia	*06-16-2018*	
PROJECT LOCATION	DATE	COMPANY WORK ORDER NO.

Earth Pipeline Services	*135 Technology Drive Suite 100 Canonsburg, PA 15317*
CONTRACTOR	ADDRESS

Contractor is hereby notified that the following circumstances have arisen that Sub-Contractor believes entitles it to request a change:

Reference to Contract Sections associated with this requested change: Exhibit E: Schedule; Exhibit F: Subcontractor Proposal - Subcontractor Proposal Exhibit F - Section D. ASSUMPTIONS & EXCLUSIONS - *Stand By*

Reference to Drawings associated with or impacted by this requested change (as required):

Detailed Description of the Change: .
Remove all timber from WV-WZ0004.000

Project Scope of Work:	☐ Unchanged	☐ Reduced	☐ **Increased**
Cost Proposal Basis:	☐ Lump Sum	☐ **Unit Cost**	☐ Time and Material

Estimated Value of Change	$69,960
Estimated Impact to Schedule	None

NOTE: By executing this Change Order Request, Subcontractor acknowledges that all cost and schedule impacts have been expressly identified. No further adjustments for this Work shall be made.

Sub-Contractor's Representative: Kevin Berryman, Vice President — 6-16-2018
AUTHORIZED REPRESENTATIVE — DATE

Remarks: This change was verbally communicated from Mett Carrol to Kevin Bennett on 5/26/2018. This change consists of a Unit Item cost.

Welded Approval: **Date:**

The Subcontractor is responsible to complete this form in its entirety and provide associated backup as noted above in this request and / or provide additional backup required to substantiate the change order request.
All T&M/Unit Cost changes will require timesheets for Welded Project Manager (or designee) approval.
Signed authorization by a Welded representative is required to commence Work noted in this Change Request.
Subcontractor acknowledges that Contractor, by authorizing this change request, does not waive or modify any contractual rights or responsibilities unless such waiver or modification is expressly set forth in this change request.

CHANGE ORDER REQUEST NOTICE (CORN)
Capital Project

June 16, 2018

Welded

Attention: Julie Conn

Subject: Change Order Request Notice 2018-CORN-004
Subcontract # 2297EART05
Mountaineer Xpress

Dear Ms. Conn:

Earth Pipeline Services, Inc. ("Earth") is submitting to Welded ("Welded") a Change Order Request Notice for the following items:

1. Unit Cost for timber removal on WV-WZ0004.000 (Sta. 686+81 to 698+47)

On the morning of May 26, 2018, Mett Carroll verbally instructed Kevin Bennett to remove all timber from WV-WZ0004.000, which represents 1,166 linear feet between Stations 686+81 and 698+47. Mr. Carroll indicated during the conversation with Mr. Bennett that this change was initiated by and communicated to Mr. Carroll by the landowner. Earth proceeded immediately to remove the timber from this tract, and all work associated with this change order has since been completed. Mr. Carroll told Mr. Bennett during the conversation that he is in agreement with the Earth cost to remove the timber from this tract, per the contracted rate of $60 per linear foot.

Please feel free to contact me with any questions or concerns.

Sincerely,

Angus Miller

Business Manager

Earth Pipeline Services, Inc.

Attachment:

CC: Joshua Roberts, Tanner Bechtel, Lee Kirstein, Kevin Berryman, Alisa Lerman

Contractor:	**Earth Pipeline Services, Inc.**	CORN No.:	**2018-CORN-004**
CORN Originator:		CORN Date:	**06/16/2018**
Phone No.			
Email Address:		Contract Title and No.:	**2297EART05**

This Change Order Request Notice is submitted by the Contractor to the Company to request the following Change, in accordance with the Changes provision of the General Conditions of the Contract.

Priority: ☒ High ☐ Medium ☐ Low

CHANGE REQUEST DEFINITION

Description of Change:

Unit Cost for timber removal on WV-WZ0004.000 (Sta. 686+81 to 698+47)

Reason for Change:

Landowner directed.

Impact of Not Implementing Change:

TBD

Alternative to Proposed Change:

None

CHANGE REQUEST IM PACT

Cost Impact:

$69,960

Schedule Impact:

None

Attachments:

CONTRACTOR REQUEST		COMPANY REVIEW	
		Recommendation:	☐ Accept ☐ Reject ☐ Hold
Authorized Signature:	Kevin Berryman	Reviewer's Signature:	
Name:	Kevin Berryman	Name:	
Title:	Vice President	Title:	

EARTH
PIPELINE SERVICES
LAND CONSTRUCTION
135 Technology Drive, Suite 100
Canonsburg, PA 15317
www.earthpipelines.com

INVOICE

Date	Invoice #
8/6/2018	WELD-MXP-16

Bill To

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551

P.O.	Project	AFE No.	Billing Period	Terms
81198	E-04-18			Net 30

Quantity	Description	Rate	Amount
	Welded - MXP1 Retainage Held * This is the changed retainage invoice. The only change is the Invoice Number *		
1	Retainage Held on Invoice 01	13,410.38	13,410.38
1	Retainage Held on Invoice 03	5,837.06	5,837.06
1	Retainage Held on Invoice 04	50,173.61	50,173.61
1	Retainage Held on Invoice 05	37,599.05	37,599.05
1	Retainage Held on Invoice 06	48,438.93	48,438.93
1	Retainage Held on Invoice 07	47,063.97	47,063.97
1	Retainage Held on Invoice 08	15,246.00	15,246.00
1	Retainage Held on Invoice 09	36,976.00	36,976.00
1	Retainage Held on Invoice 10	29,542.00	29,542.00
1	Retainage Held on Invoice 11	10,129.03	10,129.03
1	Retainage Held on Invoice 12	42,042.00	42,042.00
1	Retainage Held on Invoice 13	4,950.00	4,950.00
1	Retainage Held on Invoice 14	3,126.00	3,126.00

Please remit payment to: **Earth Pipeline Services, Inc.**

Total $344,534.03

THANK YOU FOR YOUR BUSINESS!

Phone: (724) 243-3699

EXHIBIT B-3

SUBCONTRACTOR RELEASE FOR INTERIM PAYMENT (US)

This Release is delivered pursuant to Exhibit L14 of the construction Contract No.: 4600008133 between Columbia Gas Transmission, LLC and Welded Construction, LP

Subcontractor's Name:	Earth Pipeline Services, Inc.
Address:	135 Technology Drive, Suite 100, Canonsburg, PA 15317
Phone No.:	724-243-3699
Project:	E-04-18
Project Owner:	Columbia Gas Transmission, LLC
Invoice Number:	WELD-MXP-16

1) I am the Controller of the Subcontractor and I have personal knowledge of the facts herein declared and I make this declaration in my capacity as an authorized signatory of the Subcontractor.

2) I am duly authorized to make the following declaration, and to act on behalf of the Subcontractor with respect to the Project.

3) The total amount payable to the Subcontractor under its contract with the Contractor for the Project is as follows:

Original contract amount:	$7,342,519.62
Change orders:	$0.00
Adjusted contract amount:	$7,342,519.62
Previous payments received:	$3,692,219.20
Current payment due:	$3,650,300.42

4) The Subcontractor hereby certifies that the current payment due, once received, constitutes all payments owing by the Contractor in the performance of the Work have been fully satisfied and paid associated to the invoice number listed above, including, but not limited to, amounts due to its subcontractors and suppliers, and amounts due for taxes, wages and fringe benefits, and there are no overdue amounts owing to its employees, subcontractors, suppliers for labour or materials furnished to the Contractor or Supplier for the Project, except for holdback monies properly retained or payments deferred by agreement or amounts withheld by reason of legitimate dispute.

5) In consideration of payment in the amount of $344,534.03 for Invoice WELD-MXP-16 and outstanding balance of $3,305,766.39 for Invoices WELD-MXP-11, WELD-MXP-13, WELD-MXP-14, WELD-MXP-15, WELD-MXP-17, WELD-MXP-18, and WELD-MXP-19 which will not take effect until actual receipt of payment, the Subcontractor does hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all liabilities relating to tax releases, including Governmental Units, Landowners, utilities and the like which arise out of or relate to Contractor's obligations under the Contract.

6) To the best of the Subcontractor's knowledge, there are no unsatisfied claims by third parties attributable to the Contractor and there are no liens or other indebtedness owing to itself or its subcontractors existing in

connection with the Work.

7) The Subcontractor does, to the extent permitted by law, hereby unconditionally release and forever discharge the Company, its affiliates, contractors, subcontractors, the employees and agents of any of them, and the property, materials and assets of the Company from any and all claims and liabilities of any nature or kind (including any demands for labour and materials furnished by it for the Project or to assert any such claims related thereto) arising out of, relating to, or under the Contract through this Invoice.

8) The Subcontractor fully understands the nature and terms of and has voluntarily executed this Release for the purpose of inducing and receiving payment, making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under the Contract through this Invoice.

9) All of the facts hereinbefore declared are true.

Earth Pipeline Services, Inc.

Phil Blader, Controller
Authorized Signatory

Declared before me in Canonsburg, PA, on this 10 day of Sept. 2018

Lauren Hrvatin
Notary Public's Name
Notary Public

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Lauren Hrvatin, Notary Public
Washington County
My Commission Expires 04/27/2022
Commission Number 1331000

EXHIBIT 4

EMILY LANE
525 WILLIAM PENN PLACE
SUITE 3005
PITTSBURGH PA 15219

BOOK 0011 PAGE 0574

Prepared by, recorded at the request of,
and returned to:
Brian A. Lawton, Esquire
Cohen Seglias Pallas Greenhall & Furman, PC
525 William Penn Place, Suite 3005
Pittsburgh, PA 15219

NOTICE OF MECHANIC'S LIEN

TO: Columbia Gas Transmission, LLC, owner or reputed owner as its interests may appear.

You will please take notice that the undersigned, Earth Pipeline Services, Inc., with a place of business located at 135 Technology Drive, Suite 400, Canonsburg, PA 15317, was and is subcontractor with Welded Construction, L.P., who was and is general contractor for the furnishing of materials and doing of the work and labor necessary for the clearing and grubbing all timber, brush and vegetation of approximately 99,436 linear feet of pipeline right-of-way, temporary workspaces, access roads, laydown yards and other areas, from Station Number 0+00 to Station Number 994+36 for Spread 1 of the Mountaineer Express Pipeline Project, owned by you and situate from Mile Post 0.00 to Mile Post 18.83 in Marshall and Wetzel Counties, West Virginia and that the contract price and value of said work and material is $7,342,519.62. You are further notified that the undersigned has been paid only $3,692,219.20 thereof and that it claims and will claim a lien, in the amount of $3,650,300.42, upon your interest in the said tract of land and upon the buildings, structures and improvements thereon to secure the payment of said sum.

Given under my hand this 10TH day of September, 2018.

Claimant,

EARTH PIPELINE SERVICES, INC.

By:_____
Joshua Roberts, President

BOOK 0041 PAGE 0575

COMMONWEALTH OF
PENNSYLVANIA)
) SS:
COUNTY OF WASHINGTON)

Joshua Roberts, being first duly sworn, upon his oath says that the statements contained in the foregoing notice of mechanic's lien are true, as he verily believes.

Taken, subscribed and sworn to before me this 10 day of September, 2018.

Lauren Hrvatin
Notary Public

My commission expires: 4/27/22

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Lauren Hrvatin, Notary Public
Washington County
My Commission Expires 04/27/2022
Commission Number 1331000

Marshall County
Jan Pest, Clerk
Instrument 1445514
09/12/2018 @ 10:50:32 AM
MECHANICS LIEN
Book 11 @ Page 574
Pages Recorded 2
Recording Cost $ 11.00

5075038.1 53781-0010
9/9/2018
Marshall County

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 10th day of September, 2018, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 12th day of September, 2018 at 10:50 o'clock A. M.

TESTE: Jan Pest Clerk

EXHIBIT 5

Wetzel County
Carol S Haught, Clerk
Instrument 257004
09/12/2018 @ 11:47:25 AM
MECHANICS LIEN
Book 6 @ Page 872
Pages Recorded 2
Recording Cost $ 11.00

Prepared by, recorded at the request of,
and returned to:
Brian A. Lawton, Esquire
Cohen Seglias Pallas Greenhall & Furman, PC
525 William Penn Place, Suite 3005
Pittsburgh, PA 15219

NOTICE OF MECHANIC'S LIEN

TO: Columbia Gas Transmission, LLC, owner or reputed owner as its interests may appear.

You will please take notice that the undersigned, Earth Pipeline Services, Inc., with a place of business located at 135 Technology Drive, Suite 400, Canonsburg, PA 15317, was and is subcontractor with Welded Construction, L.P., who was and is general contractor for the furnishing of materials and doing of the work and labor necessary for the clearing and grubbing all timber, brush and vegetation of approximately 99,436 linear feet of pipeline right-of-way, temporary workspaces, access roads, laydown yards and other areas, from Station Number 0+00 to Station Number 994+36 for Spread 1 of the Mountaineer Express Pipeline Project, owned by you and situate from Mile Post 0.00 to Mile Post 18.83 in Marshall and Wetzel Counties, West Virginia and that the contract price and value of said work and material is $7,342,519.62. You are further notified that the undersigned has been paid only $3,692,219.20 thereof and that it claims and will claim a lien, in the amount of $3,650,300.42, upon your interest in the said tract of land and upon the buildings, structures and improvements thereon to secure the payment of said sum.

Given under my hand this 10th day of September, 2018.

Claimant,

EARTH PIPELINE SERVICES, INC.

By:_____
Joshua Roberts, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WASHINGTON)

Joshua Roberts, being first duly sworn, upon his oath says that the statements contained in the foregoing notice of mechanic's lien are true, as he verily believes.

Taken, subscribed and sworn to before me this 10 day of September, 2018.

Lauren Hrvatin
Notary Public

My commission expires: 4/27/22

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Lauren Hrvatin, Notary Public
Washington County
My Commission Expires 04/27/2022
Commission Number 1331000

5051316.2 53781-0010
9/9/2018
Wetzel County

EXHIBIT 6

Affidavit of Service

RE: Notice of Mechanic's Lien
Marshall County Clerk of County Commission
Filed 9-12-18 /Instrument No. 1445514

Service of Process on: Columbia Gas Transmission, LLC c/o Corporation Service Co.
(Name of Entity Served)

Date of Service: On the 25th Day of September 2018 at 9:15O'Clock A.M.
Place of Service: 209 W. Washington Street
In the City of Charleston County of Kanawha State of West Virginia 25302
Documents Served: Notice of Mechanic's Lien and Cover Letter

Method of Service: X By delivering them to an officer or registered agent whose name and title is Fred Holroyd - Attorney and registered agent

X I informed said person of the contents therein, in compliance with State Statutes.

Description of Person Receiving:
Sex: Male Age: 65+ Height: 5'7" Weight: 150 lbs. Race: White Hair: Gray Balding/ Other:

Military: X. To the best of my knowledge and belief, said person was Not Engaged in the United States Military at the time of service.

Subscribed and Sworn to me this
27th day of Sept. 2018

Notary Signature

James Shearer 05/02/23
Name of Notary Commission Expires

I, Darren Brown
was at the time of service a competent adult over 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Officer or Server

09/27/18
Date

Official Seal
Notary Public, State of West Virginia
James Shearer
City National Bank
308 Goff Mountain Rd
Cross Lanes WV 25313
My Commission Expires May 2, 2023

Affidavit of Service

RE: Notice of Mechanic's Lien
Wetzel County Clerk of County Commission
Filed 9-12-18 /Instrument No. 257009

Service of Process on: Columbia Gas Transmission, LLC c/o Corporation Service Co.
(Name of Entity Served)

Date of Service: On the 25th Day of September 2018 at 9:15O'Clock A.M.
Place of Service: 209 W. Washington Street
In the City of Charleston County of Kanawha State of West Virginia 25302
Documents Served: Notice of Mechanic's Lien and Cover Letter

Method of Service: X . By delivering them to an officer or registered agent whose name and title is Fred Holroyd Attorney and registered agent

X . I informed said person of the contents therein, in compliance with State Statutes.

Description of Person Receiving:
Sex: Male Age: 65+ Height: 5'7" Weight: 150 lbs. Race: White Hair: Gray Balding/ Other: .....

Military: X . To the best of my knowledge and belief, said person was Not Engaged in the United States Military at the time of service.

Subscribed and Sworn to me this
27th day of Sept. 2018

Notary Signature:
James Shearer 05/02/23
Name of Notary Commission Expires

Official Seal
Notary Public, State of West Virginia
James Shearer
City National Bank
308 Goff Mountain Rd
Cross Lanes WV 25313
My Commission Expires May 2, 2023

I, Darren Brown
was at the time of service a competent adult over 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Officer or Server

09/27/18
Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., et al., Debtors.	Chapter 11 Case No. 18-12378 (CSS) (Jointly Administered)
EARTH PIPELINE SERVICES, INC., Plaintiff, v. COLUMBIA GAS TRANSMISSION, LLC, WELDED CONSTRUCTION, L.P., Defendants.	Adv. Pro. No. 19-50274 (CSS) Adv. Pro. No. 19-50275 (CSS) (Consolidated)

CERTIFICATE OF SERVICE

I, Stephen A. Venzie, Esq., hereby certify that on this 13th day of January, 2021, a true and correct copy of Claimant/Plaintiff Earth Pipeline Services, Inc.'s ***Second Amended Complaint*** was served via CM/ECF upon all counsel of record.

/s/ Stephen A. Venzie
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