

**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 (KG)

(Jointly Administered)

Related to Docket Nos. 45, 111, and 172

**TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC'S
MOTION FOR ORDER DIRECTING WELDED CONSTRUCTION, L.P. TO COMPLY
WITH THE COURT'S ORDERS APPROVING COMMITMENT LETTERS**

Transcontinental Gas Pipe Line Company, LLC ("Transco"), by and through its undersigned counsel, hereby moves for an order (1) directing Welded Construction, L.P. ("Welded") to comply with the Court's Orders [D.I. 45, 11, 172] (the "Orders Approving Commitment Letters") approving commitment letters (the "Commitment Letters") by refunding to Transco the funds advanced for postpetition work under the parties' contract in excess of costs chargeable to Transco; and (2) determining that the amount to be refunded by Welded to Transco is \$2,269,279.48.

PRELIMINARY STATEMENT

As set forth below, in accordance with the Court's Orders Approving Commitment Letters, Transco pre-funded \$8,050,000.00 to Welded for postpetition work between October 22, 2018, and December 8, 2018, under an existing contract between Transco and Welded. Following completion of the postpetition work, and a reconciliation of the actual costs chargeable to Transco, Welded was obligated to refund to Transco all amounts advanced in excess of such costs. Based on an audit performed after the completion of the postpetition work, Welded was obligated to refund to Transco \$2,269,279.48. However, Welded has refused to refund any portion of the pre-



funded payments in violation of the Court's Orders Approving Commitment Letters and the Commitment Letters incorporated therein. Based on Welded's failure to comply with the Court's Orders Approving Commitment Letters, Transco respectfully requests that the Court enter an order determining the amount to be refunded to Transco by Welded to be \$2,269,279.48, along with an order compelling Welded to refund such funds to Transco.

BACKGROUND

Compensation Structure under the Contract between Transco and Welded

1. Transco and Welded are parties to a prepetition contract, attached hereto as Exhibit A (the "Contract"),¹ for the construction of segments of Transco's pipeline system, known as the Atlantic Sunrise ("ASR") Project, designed to connect production regions in northeastern Pennsylvania to markets in the mid-Atlantic and southeastern states.² See Contract, Section II-1, **Ex. A.**

2. The compensation to be provided to Welded is set forth in Section VIII of the Contract, which describes the manner in which Welded is entitled to be paid for various costs on the ASR Project, such as labor, equipment, and materials. Id. Section VIII-1-12.

3. "Labor Costs" include actual wage rates and benefits paid to NPLA Personnel³ pursuant to the NPLA and actual wage rates and benefits paid to Field Personnel, including various fringe benefits, employee vehicle rental/pay, travel pay, per diem, fuel pay, payroll taxes and insurance. Id. at VIII-2.

¹ The exhibits and appendixes to the Contract are voluminous, over 300 total pages. Some of the exhibits and appendixes may contain confidential, proprietary, or otherwise sensitive information, and some are not relevant to the issues before the Court on this motion. Accordingly, only the Contract itself and the exhibits and appendixes relevant to this motion are attached as Exhibit A.

² The ASR was divided into various sections, or spreads, with Welded being awarded work under the Contract for Spreads 5, 6 and 7.

³ Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the Contract.

4. The Contract also provides for an “Equipment Fee” payable to Welded, which is defined as a “flat fee calculated as 50% of Labor Costs payable for actual Work performed by all NPLA Personnel and Field Personnel assigned to the project.” Id. at VIII-1.

5. In exchange for the “Equipment Fee,” Welded was required to provide and supply all “Included Equipment” in connection with the Work. Id. at VIII-3-4.

6. The Contract expressly stated that “[t]he Equipment Fee shall cover the cost, expense, overhead, profit and all compensation due and payable to [Welded] in connection with the provision and supply of Included Equipment.” Id. at VIII-9.

7. The types of materials, equipment, supplies, tools, vehicles, machines, and utilities to be provided as part of “Included Equipment” are set forth in the Contract. The Contract expressly provides that included materials, equipment, supplies, tools, vehicles, machines, and equipment “typically owned, leased and/or provided by contractors performing work similar to this Work” are to be provided as part of the “Included Equipment.” Id. at VIII-3-4.

8. Outside of Included Equipment, the Contract provides that Welded will be paid for “Specialty Equipment” at actual cost. “Specialty Equipment” is defined to include equipment such as “rock-cutting bore heads, trenchers, drying units, HDD boring rigs, screening equipment (other than standard padding buckets), sheet pile drivers, modular trench-shoring systems, fusion-bond coating induction and flocking rings, mechanized welding equipment, pipe facing and counter-boring equipment, dewatering equipment, portable dams, storage tanks, vacuum-excavation units, cranes, pumps (12" and larger), and boats.” Id. at VIII-3, 9.

9. For Specialty Equipment, or for materials or work provided by Subcontractors, Welded was to invoice and be paid for actual amounts invoiced by Subcontractors. Id.⁴

Invoicing/Payment/Reconciliation Procedure under the Contract

10. Pursuant to the Contract, Transco agreed to pay Welded “for Work that is estimated for the upcoming payment period, based upon each month’s forecasted reimbursable costs, equipment, material and mat costs, and Contractor’s Fee.” Specifically, Welded agreed to “invoice [Transco] each month, and deliver to [Transco] on the fifth (5) day of the month for funds to be required for the following calendar month (the ‘Pay Month’)...based on the Construction Schedule and the Cash Flow and [Welded’s] good faith estimate of the amount of progress to be achieved by the Contractor in the Pay Month.” Id. at I-33.

11. Transco would pay Welded, based on its estimate, the undisputed amounts invoiced for the following month’s work. Id. at I-34.

12. Thereafter, “[n]o later than the thirty (30) days following each Pay Month, [Welded agreed to] provide a written reconciliation to [Transco] of all internal amounts actually incurred and external amounts actually invoiced during the relevant Pay Month...and [to] adjust its invoice for funds forecast to be required for the immediately subsequent Pay Month, up or down, by the difference between the amount forecast to be paid out or invoiced and the amount that was in fact paid out or invoiced for the Reconciled Pay Month.” Id.

13. To ensure that Welded properly invoiced Transco for compensation and costs consistent with the Contract, and to be sure that Welded properly reconciled any overpayments, Transco reserved the right to audit the books and records of Welded. Id. at I-22.

⁴ In addition, the Contract provided for the payment of a “Fixed Fee” to Welded, defined as “the \$50,500,000 lump sum fixed fee price, payable to [Welded] in installments...covering all [Welded] cost and expenses attributable to [Welded’s] Home Office overhead and management...profit...income, revenue rates, overtime, premium pay, taxes, benefits and expenses...in connection with the Work” Id. at VIII-1.

Prepetition Discrepancies/Improper Invoicing and Reconciliation

14. Initially, based on construction costs provided by Welded, the Contract provided for a “final construction cost” of \$335,000,000 which was to be “the total compensation payable under the Contract to [Welded] for all time and material Work, reimbursable Work, unit rate Work and Fixed Fees, collectively.” See Affidavit of Evan Kirchen, ¶ 5 (“Kirchen Aff.”), **Ex. B**.

15. Thereafter, on a number of occasions, Welded advised Transco that it anticipated costs beyond what it initially estimated. Id. ¶ 6.

16. Ultimately, the parties agreed to amend the Contract to provide for a final construction cost of \$454,500,000.00. Id. ¶ 7.

17. Despite this, Welded continued to request compensation for work on the project beyond the construction costs anticipated. Id. ¶ 8.

18. Transco voiced its concerns over Welded’s apparent inability to control costs and deemed it necessary to begin an audit of the Welded’s costs. Id. ¶ 9.

19. By early October, 2018, Welded had submitted invoices or “cash calls” to Transco of nearly \$740,000,00 more than \$285,000,000 beyond the “final construction cost” provided in the Contract. Id. ¶ 10.

20. Based on its audit of Welded’s invoices and costs through just July, 2018, Transco had discovered in excess of \$20,000,000 overbilled by Welded contrary to the terms of the Contract. Id. ¶ 11.

21. Transco advised Welded of this dispute and its intent to recover the overpayments. Id. ¶ 12.

The Court's Order Approving Commitment Letter from Transco for Funding of Postpetition Work under the Contract

22. On October 22, 2018 (the "Petition Date"), Welded and Welded Construction Michigan, LLC ("Debtors") filed voluntary petitions in this Court under chapter 11 of title 11 of the United States Code.

23. Just prior to its bankruptcy filing, Welded advised Transco of its intent to file a bankruptcy petition on October 22, 2018. Id. ¶ 13.

24. With work on the project pursuant to the Contract ongoing, Welded threatened that it may leave the project in the absence of a pre-funded payment from Transco for work for the week of October 22, 2018. Id. ¶ 14.

25. Notwithstanding Transco's belief that Welded owed Transco substantial funds for improper invoicing and reconciliation, Transco worked with Welded over the weekend of October 20-21, 2018, to quickly find a solution that would keep Welded working pursuant to the Contract in connection with postpetition work. Id. ¶ 15.

26. Subject to the entry of an order by this Court, Transco agreed to provide a pre-funded payment to Welded for postpetition work between October 22, 2018 and October 29, 2018. Id. ¶ 16; Commitment Letter, D.I. 45-1 at 2-3, **Ex. C**.

27. On October 23, 2018, the Court entered its Order Approving Commitment Letter, pursuant to which Transco provided funding for such postpetition work in the amount of \$4,600,000,⁵ subject to true up or reconciliation. See Order Approving First Commitment Letter, D.I. 45, **Ex. C**; **Ex. B**, Kirchen Aff. ¶ 17.

⁵ At the time the commitment letter was executed, Welded estimated costs and expenses for the upcoming week at \$5,000,000. Prior to presenting the commitment letter to the Court for approval, Transco explained to Welded that Transco had prepaid certain third parties for ongoing work, which caused Welded to lower its estimated costs and expenses to \$4,600,000. See Email from Frank Pometti to Sean Beach dated October 22, 2018, **Ex. O**.

28. Consistent with its obligations under the Contract, Welded was expected to continue to coordinate proper payments, including payment for equipment costs, to third parties. See **Ex. C**, Commitment Letter, D.I. 45-1 at 2-3; **Ex. B**, Kirchen Aff. ¶ 18.

The Court's Order Approving Second Commitment Letter from Transco for Funding of Postpetition Work under the Contract

29. As work on the project neared the end of the first week postpetition, Welded sought an additional pre-funded payment for the following week. See **Ex. B**, Kirchen Aff. ¶ 19.

30. The parties worked out another payment whereby Transco would provide pre-funding for work under the Contract between October 30, 2018 and November 4, 2018. See Second Commitment Letter, D.I. 111-1, at 2-4, **Ex. D**.

31. However, rather than have Welded continue to make payments to third parties for work on the project pursuant to the Contract, it was agreed that Transco would directly pay all subcontractors, service providers, and vendors for the second week of postpetition work, including equipment costs of third parties. Id.; **Ex. B**, Kirchen Aff. ¶ 21.

32. Welded provided Transco a second week estimate for its labor and equipment cost in the amount of \$1,800,000. See **Ex. B**, Kirchen Aff. ¶ 20. Because Transco would also be making payments directly to subcontractors, service providers, and vendors, Transco took caution to confirm with Welded that the payment to Welded for its “equipment costs” would cover the same “Included Equipment” in the Contract. Id. ¶ 23; Email from Mary Edmonds to Frank Pometti dated October 28, 2018, **Ex. E**; Emails from Frank Pometti to Mary Edmonds dated October 28, 2018, **Exs. E, F**. In other words, because Transco was already paying Welded for Included Equipment, in the amount of 50% of Labor Costs payable for actual Work performed under the Contract, Transco did not want to also receive invoices from subcontractors, services providers, and vendors who would be providing Included Equipment. **Ex. B**, Kirchen Aff. ¶ 22.

33. In response, Welded confirmed its agreement, noting that when it provided its estimate of “equipment costs,” it considered them to be the same as “Included Equipment” under the Contract. Id. ¶ 24; **Ex. F**, Email from Frank Pometti to Mary Edmonds dated October 28, 2018 (“Re: the equipment expense estimate, ‘equipment costs’ included in this estimate IS the same as the Included Equipment in the contract”).

34. Thus, the Second Commitment Letter provided that Transco would “[p]ay \$1,800,000 to the Debtors operating account as a prepayment for the forecast for all labor and equipment costs (for Included Equipment) attributable to the Week 2 Contract Work (Week 2 Contract Prepayment).” See Ex. D, Second Commitment Letter, D.I. 111-1, at 2-4.

35. The Second Commitment Letter also made clear that direct payments by Transco to third parties would be made “only to the extent not otherwise included in ‘equipment costs’” as set forth in the Contract. Id.

36. In order words, by continued payment of the “Equipment Fee” under the Contract, Welded would continue to provide “Included Equipment,” and Transco would make additional payment to third parties for Specialty Equipment and materials. Id.

37. On October 29, 2018, the Court entered its Order Approving Second Commitment Letter, pursuant to which Transco provided additional funding for postpetition work under the Contract in the amount of \$1,800,000, subject to true up or reconciliation. See Ex. D, Order Approving Second Commitment Letter, D.I. 111; **Ex. B**, Kirchen Aff. ¶ 26.

The Court’s Order Approving Third Commitment Letter from Transco for Funding of Postpetition Work under the Contract

38. Finally, by a Third Commitment Letter, Transco and Welded addressed the funding of remaining postpetition work under the Contract to occur between November 5, 2018 and

December 8, 2018. See Third Commitment Letter, D.I. 172-1 at 2-6, **Ex. G**; **Ex. B**, Kirchen Aff. ¶ 27.

39. On November 7, 2018, the Court entered its Order Approving Third Commitment Letter, whereby Transco provided additional funding in the amount of \$1,650,000 for this additional postpetition work under the Contract. See **Ex. G**, Order Approving Third Commitment Letter, D.I. 172 at 2; **Ex. B**, Kirchen Aff. ¶ 28.

40. Such funding was provided subject to reconciliation and Transco's right to audit the application of all postpetition funding and the actual costs associated with all postpetition work (including the funding provided previously pursuant to the Order Approving First Commitment Letter and the Order Approving Second Commitment Letter).⁶ See **Ex. G**, Third Commitment Letter, D.I. 172-1 at 3-6; **Ex. B**, Kirchen Aff. ¶ 29.

41. Similar to the Second Commitment Letter, Transco would directly pay all subcontractors, service providers, and vendors for this remaining postpetition work. See **Ex. G**, Third Commitment Letter, D.I. 172-1 at 4. Specifically, the Third Commitment Letter made clear that "Transco will directly pay all subcontractors, service providers and vendors attributable to the remaining work set forth herein (but only to the extent not otherwise included in 'Included Equipment')." Id.

42. The Commitment Letters did not change the compensation structure of the Contract. Transco continued to provide pre-funded payments to Welded, which were to be applied to Labor Costs and the Equipment Fee, and Welded continued to provide all Included Equipment. See **Ex. D**, Second Commitment Letter, D.I. 111-1, at 2; **Ex. G**, Third Commitment Letter, D.I.

⁶ Pursuant to the Third Commitment Letter, Welded was entitled to apply a portion of the pre-funded amount to fixed overhead costs in the amount of \$25,000 per week for seven weeks (from the Petition Date through December 8, 2018). This \$175,000 was the only amount not subject to a detailed reconciliation.

172-1 at 4. In addition, Transco remained obligated to pay additional amounts for Specialty Equipment and materials. See **Ex. D**, Second Commitment Letter, D.I. 111-1, at 2; **Ex. G**, Third Commitment Letter, D.I. 172-1 at 4.

Transco’s Administrative Claims/Welded’s Adversary Complaint

43. Consistent with the deadline set by the Court, Transco filed its administrative claims against Welded on April 26, 2019, for matters related to the parties’ postpetition claims under the Contract. See **Ex. B**, Kirchen Aff. ¶ 37.

44. In response, Welded filed an adversary Complaint and Objection to Claims against Transco on May 3, 2019. See Complaint, D.I. 703.

45. Welded has attempted to assert a claim for declaratory judgment in its Complaint (Count X), seeking a determination that it does not owe Transco a refund of any of the funds advanced to Welded for postpetition work. Id. at 77-79, ¶¶ 330-340.

46. Welded’s declaratory judgment claim is disconnected from all other claims related to prepetition matters. Conversely, it is directly connected to the relief sought by Transco in this motion to compel enforcement of the Orders Approving Commitment Letters.

47. A resolution of this motion will resolve the issue between Transco and Welded as it relates to Transco’s entitlement to a refund of monies advanced for postpetition work under the Contract pursuant to the Court’s orders (which will also resolve Welded’s declaratory judgment claim).⁷

⁷ Thus, this postpetition issue is properly heard by this motion (rather than intermingling this issue among prepetition claims). A resolution of this postpetition issue by this motion is further supported by the Court’s Order Approving Third Commitment Letter which provides that Transco was entitled to a refund of any overpayment for postpetition work “within one business day” and provides that such refund “shall not be withheld for any reason.” See ¶ 50, infra.

Welded's Improper Application/Reconciliation of Postpetition Funds Provided Pursuant to the Court's Orders Approving Commitment Letters

48. Pursuant to the Orders Approving Commitment Letters, all funds contemplated by such orders and commitment letters were limited for use for the benefit of the ASR Project only and to be applied only to costs incurred during the specified postpetition time periods. See Ex. C, Order Approving First Commitment Letter, D.I. 45; **Ex. D**, Order Approving Second Commitment Letter, D.I. 111; **Ex. G**, Order Approving Third Commitment Letter, D.I. 172.

49. It is expressly provided that “[s]aid amounts are not to be construed as payment for, or payment which can be used for, payment of past due amounts owed by Welded in arrears, or payment of amounts Welded owes in connection with work performed for Welded’s other clients.” See Ex. C, First Commitment Letter, D.I. 45-1 at 2; **Ex. D**, Second Commitment Letter, D.I. 111-1 at 3; **Ex. G**, Third Commitment Letter, D.I. 172-1 at 4.

50. Pursuant to the Court’s Order Approving Third Commitment Letter, Welded was required to properly reconcile its application of the funds provided by Transco with the actual costs for postpetition work:

Within ten (10) business days after December 8, 2019, Welded shall provide Transco a reconciliation of all remaining amounts for obligations that accrued or were incurred for forecasted work versus actual cost of work which shall be subject to Transco review and audit. In the event there is a remainder, that amount shall be refunded to Transco within one business day and shall not be withheld for any reason.

Thus, by December 21, 2018, Welded was required to provide Transco a full and complete reconciliation of all funds provided by Transco to Welded for postpetition work pursuant to the Court’s orders. See Ex. G, Third Commitment Letter, D.I. 172-1 at 4.

51. As the deadline approached for Welded to provide reconciliation to Transco of the funds and costs for postpetition work, Welded claimed that it was unable to meet the December

21, 2018 deadline. See **Ex. B**, Kirchen Aff. ¶ 30; Email correspondence between Sean Beach and Steven Soule, **Ex. H**.

52. Welded requested accommodation from Transco by an agreed extension of time to provide its reconciliation until January 15, 2019. Id.; **Ex. B**, Kirchen Aff. ¶ 31.

53. With the expectation that Welded would make proper application and reconciliation of the funds for postpetition work, and would immediately refund any remaining funds per the Court's order, Transco agreed to an extension of time for the reconciliation by no later than January 15, 2019. **Ex. B**, Kirchen Aff. ¶ 32.

54. Despite its agreement, Welded did not provide its reconciliation by January 15, 2019. Id. ¶ 33.

55. Welded provided its reconciliation to Transco on January 17, 2019. Id.; see also **Ex. I**, Welded Reconciliation. Incredibly, Welded's reconciliation claimed that the costs attributable to Transco exactly matched the \$8,050,000 pre-funded by Transco for postpetition work (after accounting for the seven \$25,000.00 non-reconcilable weekly "fixed overhead" payments). Id.; see also Background, supra ¶ 40, n. 6.

56. As contemplated by the Court's orders, Transco undertook to review and audit Welded's costs to determine the validity of Welded's reconciliation. See **Ex. B**, Kirchen Aff. ¶ 34.

57. Transco's audit revealed that Welded's calculation of the costs chargeable to Transco is in error and contrary to the commitment letters set forth in the Court's Orders. See Declaration of Adrian Green ("Green Decl."), **Ex. J**; Letter setting forth Transco's Audit, **Ex. K**.

58. A proper reconciliation demonstrates that Transco is due and owing funds for postpetition work (that was pre-funded by Transco) in the amount of \$2,269,279.48. **Ex. J**, Green Decl.

59. Transco has properly requested a refund from Welded, but Welded has refused Transco's request. See Ex. K, Letter from John Heil dated April 18, 2019; Letter from Sean Beach dated April 19, 2019, **Ex. L**.

60. The parties have communicated through counsel and have been unable to resolve their disagreement.

61. Accordingly, Transco respectfully requests that the Court enter an order (a) determining that the amount to be refunded to Transco by Welded pursuant to the Court's Orders Approving Commitment Letters is \$2,269,279.48 and (b) directing Welded to comply with the terms of the Court's Orders by refunding \$2,269,279.48 to Transco.

ARGUMENT AND AUTHORITY

I. THE ORDERS APPROVING COMMITMENT LETTERS PROVIDED FOR IMMEDIATE PRE-FUNDING OF POSTPETITION WORK BUT DID NOT ALTER THE COMPENSATION STRUCTURE UNDER THE CONTRACT

62. As Welded advised Transco of its plan to file for bankruptcy, just days before the filing, it sought an additional pre-funded payment to continue work under its Contract with Transco. With imperative work to be completed prior to winter, and Welded's threat of abandoning the project, Transco was compelled to find an immediate solution that would continue Welded's work under the Contract past the Petition Date.⁸ Accordingly, the parties worked hurriedly over the weekend of October 20-21, 2018, to negotiate an additional pre-payment through the First Commitment Letter that would keep Welded working under the Contract

⁸ Despite the substantial monies owed to Transco as a result of Welded's improper billings through the course of the project, Transco was willing to provide payment for postpetition work subject to certain protections and approval by the Court.

following the filing of its bankruptcy petition. Ultimately, within a three-week period, the Court entered Orders approving three Commitment Letters pursuant to which Transco provided pre-funded payments to Welded, subject to reconciliation, totaling \$8,050,000.00 for postpetition work under the Contract.

63. In negotiating these pre-payments, the parties were simply seeking an immediate solution to Welded's demand for additional funding as a condition to continue work under the Contract postpetition. The parties did not endeavor to renegotiate the specific compensation structure for Welded's work being performed under the Contract.

64. The compensation structure for Welded's work under the Contract is straightforward. First, under the Contract, Transco was required to pay Welded's "Labor Costs." Second, Transco was required to pay an "Equipment Fee." The "Equipment Fee" was merely a flat fee of 50% of "Labor Costs" payable for actual Work performed. See Ex. A, Contract. Because it was receiving a flat "Equipment Fee," Welded was required to supply certain "Included Equipment." Id. Third, Transco was required to pay for "Specialty Equipment," or materials or work provided by subcontractors other than "Included Equipment."

65. The Commitment Letters, and the Orders Approving Commitment Letters, only entitled Welded to receive the compensation that it would have been entitled to receive under the Contract. This fact is made clear on the faces of the Commitment Letters themselves, as well as the parties' correspondence regarding the same. The First Commitment Letter explains that the parties had "met via phone conference to discuss a path forward *for continuing the work under the Transco-Welded contract 2016-001.*" See Ex. C, First Commitment Letter, D.I. 45-1 at 2 (emphasis added)). It addressed Welded's request for a pre-funded payment to cover forecasted costs and expenses under the Contract for work to be performed during the following week. The

First Commitment Letter made clear that this pre-funded payment could not be used as payment for any past due amounts owed by Welded. The First Commitment Letter was provided to the Court and incorporated by reference in the Court's Order Approving First Commitment Letter. Neither the First Commitment Letter nor the Court's corresponding Order modified the compensation structure for Welded's work under the Contract.

66. Similarly, the Second Commitment Letter provides that Transco will make a "Week 2 ***Contract*** Prepayment" for "all labor and equipment costs (***for Included Equipment***) attributable to the Week 2 ***Contract*** Work." **Ex. D**, Second Commitment Letter, D.I. 111-1 at 2 (emphasis added). In addition, Transco agreed to "directly pay all subcontractors, service providers and vendors attributable to the Week 2 ***Contract*** Work (but only to the extent not otherwise included in 'equipment costs')." Id. (emphasis added). The repeated references to the Contract, and the explicit inclusion of the term "Included Equipment," which is a defined term under the Contract, make clear that Transco and Welded understood that Welded's entitlement to compensation was governed by the terms of the Contract.

67. This understanding is further evidenced by the communications between Transco and Welded in connection with the Second Commitment Letter. It is noted that, under the Second Commitment Letter, Transco agreed to directly pay all subcontractors, service providers and vendors for work on the project under the Contract, rather than have Welded continue to make these payments to such third parties. With Transco agreeing to make these third party payments directly, Transco's counsel confirmed with Welded that the payment to Welded for "equipment costs" represented the same structure as covered by the "Included Equipment" in the Contract. See Ex. E, Email from Mary Edmonds to Frank Pometti dated October 28, 2018. (referring to Welded's Week 2 cost estimate and asking counsel for Welded to confirm that "the 'equipment

costs' included in this [are] *the same as the Included Equipment in the [C]ontract.*" (emphasis added). In other words, with Transco paying to Welded the Equipment Fee (calculated at 50% of Labor Costs for all Included Equipment), it did not want to also receive invoices from subcontractors and suppliers who would be providing part of the Included Equipment. See id. (expressing concern that Transco would be invoiced by "lessors or other suppliers that *are Included Equipment (part of the 50% upcharge)*...for direct payment," even though those suppliers would be providing Included Equipment). In response, Welded confirmed its agreement, noting that when it provided its equipment expense estimate, it indeed considered "equipment costs" the same as "Included Equipment." See Ex. F, Email from Frank Pometti to Mary Edmonds dated October 28, 2018 (confirming that "*'equipment costs' included in this estimate IS the same as the Included Equipment in the [C]ontract*" (emphasis added)).

68. Welded's forecast of estimated costs for the period associated with the Second Commitment Letter shows Welded's total estimated labor costs as \$1,180,344.00, and its estimated equipment costs as \$590,172.00, exactly 50% of labor costs. See Email from Frank Pometti to John Heil dated November 8, 2018, **Ex. M**. In other words, Welded's own forecast of equipment costs corresponds exactly to the Equipment Fee to which Welded would be entitled under the Contract.⁹ Thus, the Second Commitment Letter provided that Transco would: "Pay \$1,800,000 to the Debtors operating account as a prepayment for the forecast for all labor and equipment costs (for Included Equipment) attributable to the Week 2 Contract Work (Week 2

⁹ Welded calculated its cost forecast for the second week of work postpetition as follows:

Direct Labor	\$1,054,944
Field MGMT	125,400
Equipment	590,172
<u>Contingency</u>	<u>29,484</u>
Total Welded Cost	\$1,800,000

Notably, Welded's calculated equipment cost of \$590,172 is exactly 50% of its estimated total direct and field management labor costs.

Contract Prepayment).” See **Ex. D**, Second Commitment Letter. The Second Commitment Letter also made clear that direct payments by Transco to third parties would be made “only to the extent not otherwise included in ‘equipment costs’” as set forth in the Contract. Id. In other words, by continued payment of the “Equipment Fee” under the Contract, Welded would continue to provide “Included Equipment” and Transco would make additional payment to third parties for Specialty Equipment and materials. Id. The Second Commitment Letter was provided to the Court and incorporated by reference in the Court’s Order Approving Second Commitment Letter. Neither the Second Commitment Letter nor the Court’s corresponding Order modified the compensation structure for Welded’s work under the Contract.

69. The Third Commitment Letter is equally clear. It notes that an additional pre-funded payment was being made “subject to the procedures set forth below, to be used for remaining scope of work on the Project for Welded labor and equipment costs (*for Included Equipment*), subject to court approval.” See **Ex. G**, Third Commitment Letter, D.I. 172-1 at 3. The Third Commitment Letter also provides on four separate occasions that “Transco will directly pay all subcontractor[s], service providers and vendors attributable to the remaining work set forth herein (*but only to the extent not otherwise included in ‘Included Equipment’*).” Id. (emphasis added). The Third Commitment Letter was provided to the Court and incorporated by reference in the Court’s Order Approving Third Commitment Letter. Neither the Third Commitment Letter nor the Court’s corresponding Order modified the compensation structure for Welded’s work under the Contract.

70. In sum, through the Commitment Letters and the Court’s Orders affirming them, Transco agreed to pay Welded for its postpetition Labor Costs and Equipment Fee, within the meaning of the Contract, as well as Specialty Equipment and materials. In contrast, Welded (who

was already being paid 50% of Labor Costs for Included Equipment) remained responsible for Included Equipment, including any Included Equipment being provided by subcontractors, service providers, or vendors. Welded was not entitled to payment for any Included Equipment in addition to the 50% markup for Labor Costs represented by the “Equipment Fee,” and Transco was not responsible for paying any subcontractors, service providers, or vendors for anything that would fall within the scope of Included Equipment.

II. WELDED’S RECONCILIATION OF PRE-FUNDED PAYMENTS WITH COSTS FOR POSTPETITION WORK UNDER THE CONTRACT IS CONTRARY TO THE COURT’S ORDERS APPROVING COMMITMENT LETTERS

A. TRANSCO FUNDS TO BE RECONCILED FOR POSTPETITION WORK

71. Pursuant to the Commitment Letters and the Court’s corresponding Orders, Transco provided pre-funding payments to Welded for postpetition work under the Contract as follows (“Transco Funds”):

First Commitment Letter (funding for work on the project from 10/22/18 to 10/28/18)	\$4,600,000.00
Second Commitment Letter (funding for work on the project from 10/29/18 to 11/4/18)	\$1,800,000.00
Third Commitment Letter (funding for work on the project from 11/5/18 to 12/8/18) ¹⁰	\$1,650,000.00
Total Transco Funds	\$8,050,000.00

¹⁰ Clean up and restoration work on Spreads 5, 6, and 7 was to cease as of November 7, 2018 with Welded to remove all equipment from the pipeline right-of-way no later than November 15, 2018. Welded was to demobilize equipment from contractor yards for Spreads 5 and 7 by November 21, 2018 and for Spread 6 by December 8, 2018.

72. Pursuant to the Court's Order Approving Third Commitment Letter, Welded was required to properly reconcile its application of the funds provided by Transco with the actual costs for postpetition work:

Within ten (10) business days after December 8, 2019, Welded shall provide Transco a reconciliation of all remaining amounts for obligations that accrued or were incurred for forecasted work versus actual cost of work which shall be subject to Transco review and audit. In the event there is a remainder, that amount shall be refunded to Transco within one business day and shall not be withheld for any reason.

See Ex. G, Third Commitment Letter, D.I. 172-1 at 4. Thus, by December 21, 2018, Welded was required to provide to Transco a full and complete reconciliation of all funds provided by Transco to Welded for postpetition work pursuant to the Courts Orders Affirming Commitment Letters. Pursuant to the Court's Order Affirming Third Commitment Letter, after reconciliation of the actual costs chargeable to Transco for continuing postpetition work, any remaining funds were required to be refunded to Transco within one business day.

B. WELDED'S RECONCILIATION

73. Welded did not provide its reconciliation until January 17, 2019, almost a month later. See Ex. I, Welded Reconciliation. By its reconciliation, Welded claimed that the postpetition costs chargeable to Transco exactly matched the \$8,050,000.00 pre-funded by Transco for postpetition work based on Welded's estimated costs. Welded's reconciliation attempted to account for the pre-funded payments by Transco as follows:

<u>Cost Categories</u>	<u>Cost Calculated by Welded</u>
Labor & Expenses	
Home Office/Site Supervision-Welded	\$1,572,097.66
<u>Home Office/Site Supervision-Others</u>	<u>\$1,517,923.37</u>
Total Labor Costs	\$3,090,021.03

Equipment

Included Equipment	\$2,541,233.89
<u>Accruals</u>	<u>\$1,117,691.78¹¹</u>
Total Equipment Costs	\$3,658,925.67
Specialty Equipment	\$105,453.92
Materials	\$6,523.29
Mats	\$99,398.97
<u>Subcontractors</u>	<u>\$914,677.12</u>
Total	\$7,875,000.00¹²

Moreover, as part of the Third Commitment Letter, the parties agreed that Welded could charge \$25,000.00 per week for fixed overhead costs from the filing of the Petition through December 8, 2018. For seven weeks, those charges totaled \$175,000.00. When added to Welded's reconciliation, those charges would bring Welded's actual costs for postpetition work to \$8,050,000.00. In other words, Welded would have Transco and the Court believe that the chargeable costs for postpetition work just happened to equal the exact amount of Transco's pre-funded payments based on Welded's estimated costs made pursuant to the Commitment Letters and the Court's corresponding Orders.

¹¹ To this date, Welded has not provided any invoices or backup support for this "Accruals" number. Because the Included Equipment was to be charged as a flat fee equal to 50% of Labor Costs, backup detail for "Accruals" is not necessary for a proper reconciliation. It is concerning, however, that Welded has attempted to avoid refunding Transco Funds by suggesting a modification of the terms of the compensation structure that never took place and then, by simply asserting a number into an "Accruals" category that would exactly "zero out" the Transco Funds.

¹² Welded initially provided a reconciliation showing that Transco had overpaid for postpetition work, such that a cash surplus remained in the amount of \$1,231.93. See Welded Initial Reconciliation, **Ex. N**.

C. THE RECONCILIATION CONSISTENT WITH THE COURT'S ORDERS APPROVING COMMITMENT LETTERS

74. Unpersuaded by Welded's reconciliation, Transco undertook to review and audit Welded's costs as permitted under the Court's Order Affirming Third Commitment Letter to determine the validity of Welded's calculation of its costs. See Ex. K, Letter from John Heil dated April 18, 2019. Transco's audit has revealed that Welded's calculation of the costs chargeable to Transco is in error. A proper calculation of the costs chargeable to Transco for postpetition work under the Contract is as follows:

<u>Cost Categories</u>	<u>Costs Chargeable against Transco Funds</u>
Labor Costs	\$3,090,021.03
Equipment Fee	\$1,545,010.52
Specialty Equipment	\$19,284.87
Materials	\$6,523.29
Mats	\$95,828.97
<u>Subcontractors</u>	<u>\$849,051.94</u>
Total	\$5,605,720.62

75. *Labor Costs.* For the purpose of this motion, Transco has accepted Welded's calculation of its "Labor Costs" in the amount of \$3,090,021.03.

76. *Equipment.* Pursuant to the express terms of the Contract, which continued as part of the Commitment Letters and the Court's Orders Affirming Commitment Letters, the Equipment Fee to be charged Transco is a flat fee calculated as 50% of Labor Costs. With Labor Costs in the amount of \$3,090,021.03, Welded was entitled to only 50% of that amount as an "Equipment Fee," or \$1,545,010.52.

77. After Transco sent its reconciliation, Welded's counsel provided criticism, stating: "Transco appears to be trying to incorporate the 50% Equipment Fee concept from the Contract." Welded's counsel suggested that none of the Commitment Letters provided for, or even refer to the Equipment Fee concept. Welded's counsel's position is surprising because the work postpetition clearly continued under the Contract and the Commitment Letters never modified the compensation structure under the Contract. See Background, supra ¶¶ 22-42. Referring to the Second Commitment Letter, Welded's counsel urged that "Transco was advancing funds *for all labor and equipment costs* (for Included Equipment) attributable to the Week 2 Contract Work." Welded's counsel's comments fail to appreciate the continued significance of the "Included Equipment" component of the compensation structure under the Contract. The Second Commitment Letter clearly provides that Transco will make a "Week 2 **Contract** Prepayment" for "all labor and equipment costs (*for Included Equipment*) attributable to the Week 2 **Contract** Work." (emphasis added). The repeated references to the Contract in the Commitment Letters, and the explicit inclusion of the term "Included Equipment," which is a defined term under the Contract, make clear that Transco and Welded understood that Welded's entitlement to compensation was still governed by the terms of the Contract.

78. This understanding is further evidenced by the communications between Transco and Welded in connection with the Second Commitment Letter. By the Second Commitment Letter, Transco agreed to "directly pay all subcontractors, service providers and vendors attributable to the Week 2 **Contract** Work (*but only to the extent not otherwise included in 'equipment costs'*)." **Ex. D**, Second Commitment Letter. (emphasis added). As explained above, with Transco agreeing to make these third party payments directly, Transco's counsel confirmed with Welded that the payment to Welded for "equipment costs" represented the same structure as

covered by the “Included Equipment” in the Contract. See Background, supra ¶¶ 32-36. With Transco paying to Welded the Equipment Fee (calculated at 50% of Labor Costs for all Included Equipment), it did not want to also receive invoices from subcontractors and suppliers who would be providing part of the Included Equipment. See id. In response, Welded confirmed its agreement, noting that when it provided its equipment expense estimate, it indeed considered “equipment costs” the same as “Included Equipment.” See id. In other words, Welded confirmed that by continued payment of the “Equipment Fee” under the Contract, Welded would continue to provide “Included Equipment” and Transco would make additional payment to third parties for Specialty Equipment and materials. See id. Through its proposed reconciliation, Welded now seems to be attempting to make an unwarranted modification of the terms of the Contract under which the postpetition work was performed. Such a position is untenable. As explained above, the Court’s Orders Approving Commitment Letters did not alter the compensation structure for postpetition work under the Contract.

79. *Specialty Equipment.* Transco’s audit reveals that Welded’s reconciliation included erroneous overcharges for Specialty Equipment by including \$86,169.05 in charges for equipment that fall within Included Equipment under the terms of the Contract. As explained above, all Included Equipment was to be provided as part of Welded’s “Equipment Fee.” Instead, the correct calculation of Specialty Equipment is \$19,284.87. A detailed reconciliation of the Specialty Equipment costs (including equipment costs which are part of “Included Equipment”) is set forth in the Declaration of Adrian. Green, **Ex. J**.

80. *Materials.* Transco accepts Welded’s calculation of Materials in the amount of \$6,523.29.

81. *Mats.* Welded's reconciliation of Mats in the amount of \$99,398.97 is incorrect as it fails to account for an accurate tally of all invoices and payments for mats, which are properly calculated in the amount of \$95,828.87. See Ex. J, Green Decl.

82. *Subcontractors.* Welded's reconciliation of Subcontractor costs is incorrect as it includes costs for Included Equipment in the amount of \$65,625.18. As explained above, all Included Equipment, including equipment provided by third party subcontractors, was to be provided as part of Welded's "Equipment Fee." Subcontractor costs are properly calculated in the amount of \$849,051.94. A detailed reconciliation of Subcontractor costs (including equipment costs which are part of "Included Equipment") is set forth in the Declaration of Adrian Green. See Ex. J, Green Decl.

83. Accordingly, under the terms of the Contract, the Commitment Letters, and the Orders Affirming Commitment Letters, Welded owes Transco a postpetition reconciliation payment in the amount of \$2,269,279.48, calculated at follows:

Postpetition Costs Chargeable to Transco	\$5,605,720.52
Additional Allowed Fixed Overhead Costs	<u>\$175,000.00</u>
Total Costs for Postpetition Work under the Contract	\$5,780,720.52
Transco Funds	(\$8,050,000.00)
Refund Owed to Transco	\$2,269,279.48

Transco therefore requested a refund from Welded. See Ex. K, Letter from John Heil dated April 18, 2019. Unfortunately, Welded has refused to provide a refund as requested. See Ex. L, Letter from Sean Beach dated April 19, 2019.¹³

¹³ In his letter dated April 19, 2019, counsel for Welded complains that Transco should have provided the results of its audit earlier. Although this is a non-issue, given that Welded has been holding onto the balance of the Transco Funds since December 8, 2018, and has been in no way harmed, Transco would note that the delay was caused by (1) Welded's delay in providing its own reconciliation, (2) the inaccuracies in Welded's

84. Welded has therefore failed to comply with the Court's Orders Affirming Commitment Letters by overcharging Transco for labor and equipment provided as part of its postpetition work under the Contract and refusing to refund to Transco \$2,269,279.48, the portion of the pre-funded payments made by Transco remaining after accounting for the postpetition work was performed. Accordingly, Transco respectfully requests that the Court issue an order determining the amount to be refunded to Transco by Welded is \$2,269,279.48, along with an order compelling Welded to refund such funds to Transco.

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reconciliation, and the sheer volume of data that Transco was required to review in preparing its audit. This data included detailed labor payrolls covering 5,967 rows of an Excel spreadsheet, each of which had to be reviewed, analyzed, and compared to Welded's calculations. In addition, Welded submitted 1,081 non-searchable PDF files, which were not linked to its register line items by invoice numbers. Accordingly, each PDF had to be opened separately, searched to locate invoice number, and then manually compared.

CONCLUSION

85. For the reasons set forth above, Transco respectfully requests that the Court enter an order (1) directing Welded to comply with the Court's Orders Approving Commitment Letters by refunding to Transco the funds advanced for postpetition work under the Contract in excess of costs chargeable to Transco; and (2) determining that the amount to be refunded by Welded to Transco is \$2,269,279.48.

Dated: July 8, 2019

SAUL EWING ARNSTEIN & LEHR LLP

By: /s/ Lucian B. Murley

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*Counsel for Transcontinental Gas Pipe Line Company,
LLC*

EXHIBIT A

SIGNING COPY



TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

**ATLANTIC SUNRISE
VARIOUS COUNTIES, PA
CENTRAL PENN LINE SOUTH – SPREADS 5, 6, AND 7
WO: 1161503**

WELDED CONSTRUCTION, LP

2016-0001

2016

**EXHIBIT
A**

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Section I. GENERAL CONTRACT

This construction contract ("Contract"), by and between **Transcontinental Gas Pipe Line Company, LLC**, whose principal place of business and address is Williams Tower, 2800 Post Oak Boulevard (77056-6106), P.O. Box 1396, Houston, Texas 77251-1396, ("Company") and **Welded Construction, L.P.**, whose principal place of business and address is 26933 Eckel Road, Perrysburg, OH 43551 ("Contractor"). "Contract," as used in this agreement, is defined to mean this entire document, including all appendices which are referenced in the foregoing "Table of Contents".

Article 1. Contract

The term "Work", as used in this Contract, shall mean the entire construction project and/or parts thereof that are to be performed by Contractor pursuant to this Contract, including its appendices. Work may also be referred to in some of the appendices as "Job", "Construction" or "Project". The Contract, including its appendices, is intended to describe the Work Contractor is performing hereunder. All documents that comprise the Contract are intended as complementary to one another. If Contractor has any questions regarding the intent or meaning of the documents, it must provide written notice of its questions to the "Authorized Company Representative" and shall not proceed with Work without receiving a written interpretation. All interpretations of Authorized Company Representative shall be final and binding on Contractor. If Contractor proceeds without providing such written notice of questions and without such written interpretation, it does so at its own risk and Company shall have no liability to Contractor with respect to such actions. Any errors or omissions in the documents will not relieve Contractor of its responsibility to perform and construct the Work as reasonably required pursuant to the generally accepted practices governing the type of Work being performed or constructed. Any variation from the Contract documents must be in writing and have prior written approval by Authorized Company Representative.

Contractor agrees it understands that Company expects and insists upon timely, complete, accurate and strict compliance with the Contract.

Article 2. Commencement and Completion

The effective date of the Contract is the AGREED TO AND ACCEPTED EFFECTIVE DATE on page 25 of the Contract and all Work shall be completed on or before the last "Key Milestone Performance Date" listed in *Section VIII, Article 5*.

Article 3. Compensation

As full and complete compensation for Work to be performed, Company agrees to pay and Contractor agrees to accept remuneration based upon the price(s) in *Section VIII* of the Contract (Compensation).

A. Invoicing and Payment of Invoices

Project invoicing and payment of invoices shall be processed and paid in accordance with **Appendix G, Invoicing and Payment of Invoices**.

B. Acceptance

Final acceptance and final payment to Contractor shall be made when Authorized Company Representative has determined to his or her complete satisfaction that all Work is of good quality and workmanship; all data, records, etc. have been delivered to and accepted by Company; all Contract provisions regarding liens, waivers, claims, affidavits, releases, etc. have been fulfilled; and all Work has been accomplished according to the terms of the Contract. Anything above notwithstanding, this article is subject to **Article 4**, ("Claim Settlement") below.

C. Lien Waivers and Affidavit and Release

Contractor shall submit to Company executed lien waivers (in the forms attached hereto as **Appendix H**) at each 20% project completion milestone, which shall be measured by the quantity of installed pipe, from (i) Contractor and (ii) each subcontractor, supplier or materialman who provides labor, equipment or materials in excess of one million dollars (\$1,000,000) to the Project. Each lien waiver will relate to all prior payments made to Contractor or to such subcontractors, suppliers or materialmen. Lien waivers submitted to Company pursuant to this provision shall cover all labor, equipment or material provided or supplied over the course of the project through the date of the applicable invoice.

Upon completion and final acceptance of Work by Company, any unpaid balance due Contractor under this Contract shall be paid after Contractor has provided the following on the attached **Appendix A, "Release and Affidavit"** form furnished by Company:

1. A properly executed affidavit acceptable to Company verifying that all sums or obligations incurred in the performance of the Work have been paid and all laws, rules and regulations of any price fixing agency or any other regulatory agency of any political subdivision affecting the Work have been complied with.
2. A properly executed release acceptable to Company verifying that payment by Company and receipt by Contractor of sums stated in the release constitutes Contractor's release of Company from all claims against the Work or Company arising under and by virtue of this Contract other than claims, if any, as may with the consent of Company be specifically excepted by Contractor. However, final acceptance and payment shall in no way release Contractor of any surety Contractor provides or provided with respect to unperformed obligations of the Contract.

Article 4. Claim Settlement

Contractor shall promptly settle, or cooperate with the insurance carrier in the settlement of, all "Claims" (see paragraph below for definition) for injuries or damages for which it is responsible. Upon receipt of any Claims, Contractor shall immediately notify Company and Company may elect, by notice to Contractor, to have its representative accompany Contractor's representative during settlement negotiations. If any Claim is unsettled at the completion and final acceptance of the Work, Company may withhold payment of a portion of the Contract compensation to cover the Claim. Company may, if the Claim remains undisposed of for thirty (30) days after acceptance of the Work, settle the Claim for Contractor's account, unless Contractor notifies Company of its desire to litigate the Claim. The release forms used in settling any Claim shall be subject to Company's approval and shall be made out jointly to Contractor and Company.

Article 5. Defense, Indemnification and Hold Harmless

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

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

Contractor's liability hereunder shall not be limited by the availability, applicability or limits of any Contractor policies of insurance.

If Contractor hires any subcontractors to perform any Work, Contractor warrants that any contracts entered into will include the defense, indemnification and hold harmless provisions set forth in this Contract, whereby a subcontractor undertakes the same obligations and duties to Company Group as does Contractor. If such contracts do not contain these provisions, Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims arising out of or related in any way to Contractor's failure to obtain such provisions from its subcontractors.

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

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

Article 6. Taxes

Contractor shall pay all taxes relating to or arising out of the Work (including Contractor's labor, Contractor's materials and Contractor's equipment). Contractor's liability for such taxes is absolute and not contingent upon whether such taxes have been assessed, paid or included in the compensation to be paid to Contractor. The term "taxes" includes any and all taxes, penalties and interest at the applicable rate prescribed by law imposed by the federal, state or local government or any political subdivision thereof. It is Contractor's responsibility to be familiar with all applicable taxes and to comply with all laws, ordinances, regulations, orders and decrees that relate thereto, including the timely filing of all applicable tax returns and other documents and the timely remittance of any taxes due. In addition, it is Contractor's responsibility to be familiar with and to avail itself of all exemptions for which the Work qualifies. If Company provides Contractor with a certificate of exemption from sales and use taxes in connection with the Project, Contractor shall utilize same in connection with the purchase of goods, materials, supplies, consumables and services for Company for incorporation into the permanent project works. If a vendor or subcontractor who provides goods or services refuses to honor such exemption despite having been presented with the certificate of exemption procured by Company, Contractor shall notify Company, prior to completing any such transaction, so that Company can resolve any tax exemption issues. If the Work is subject to sales or use, value added or other similar taxes, the tax(es) must be separately stated in invoices. When appropriate, the invoices should itemize material and labor separately. Taxes paid on the Work must be itemized and referenced by Contractor in Contractor's invoices. If taxes cannot be separately stated because they are included

in Contractor's compensation and other charges, invoices must clearly state that all applicable sales or use, value added or other similar taxes are included in the invoice amount. Contractor shall indicate on the "Release and Affidavit" form (see Appendix A) sales taxes paid to taxing jurisdiction by state.

If Contractor will not pay any taxes for any reason or because the Work will be conducted in a state where Company holds "Direct Pay Permits" and is authorized to remit sales and use tax directly to the tax jurisdiction, the Contractor's invoices must clearly state taxes have not been paid and remain the responsibility of Company. Copies of Company's Direct Pay Permits and/or "Direct Pay" tax exemption certificates for these states can be found on Company's website at www.williams.com/who_we_are/tax_permits.aspx or from Company's homepage by selecting *Who We Are*, selecting *Vendor Terms & Conditions* and clicking on the *Direct Pay* link.

Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims against Company Group for payment or non-payment of any taxes for which Contractor is responsible.

Article 7. Requests for Service and Contract Amendments

Contractor shall make no additions, changes, alterations or omissions, perform extra work, or supply or use extra materials or equipment of any kind except in accordance with a prior approved "Request For Service" (RFS) in the form attached as Appendix B, or an amendment to the Contract.

A. Request for Service

At any time, by written RFS issued by Company and without notice to sureties, if any, Company may omit work or require additional work to be performed by Contractor. If agreement cannot be reached on the credit due Company for omitted Work or the compensation payable to Contractor for additional work the Contract price shall be adjusted accordingly utilizing the rates for labor, equipment and material as set forth in Section VIII of the Contract (Compensation).

When additional work is authorized, performance of that additional work shall otherwise comply with the terms and provisions of this Contract and constitute a portion of the "Work". Payment for such Work shall be billed concurrent with the progress invoice but on a separate invoice. Contractor shall deliver to Company the RFS invoice for Work completed during the same period as that covered by the progress invoice. Invoice must have attached all supporting data for Work done pursuant to unit prices. In addition, a separate line item shall indicate any sales/use taxes applicable to the completed Work.

When an RFS decreases the scope of the Work, the Contract compensation shall be reduced accordingly.

When Contractor believes extra compensation is due for work or material not clearly covered in the Contract, nor ordered by Authorized Company Representative, Contractor shall verbally notify Authorized Company Representative prior to starting such work and allow Company an opportunity to evaluate the problem. Contractor shall submit an "Extra Work Request" (EWR) form, attached herein as **Appendix E**, to Authorized Company Representative within forty-eight (48) hours before starting work which Contractor believes entitles them to a claim for extra compensation. The EWR form shall include schedule and cost impacts. If completed EWR form is not provided by Contractor, Company may disallow the claim for extra compensation. Notice by Contractor for extra compensation shall not be construed as proving the validity of such claim. The fact that the Authorized Company Representative or Company keeps account of the cost of this work shall not be construed as proving the validity of such claim. In case the claim is allowed, after consideration by Company, the claim will be documented and paid as though it were an RFS.

Notwithstanding the provisions set forth herein, no change, modifications or addition to any part of the Work or the materials and equipment shall result in adjustment of the compensation or an extension of the completion date when the change, modification or addition is due to Contractor's or its subcontractor's acts omissions including, but not restricted to, noncompliance with the terms and conditions of the Contract or Contractor's or its subcontractors' errors, poor engineering practice, poor workmanship, or failure to conform to the approved detailed drawings, specifications and data sheets.

B. Amendments

Company may at any time, by way of an amendment to the Contract, change or issue additional instructions, specifications, drawings, rate sheets, change the original scope of the Work, or amend any other parts of this Contract. Company shall have the full authority to specify the amount and kind of Work to be omitted or done, the materials to be used and the equipment to be furnished as fully as though the changes had been incorporated in the original Contract.

Article 8. Insurance

Contractor will carry or cause to be carried and maintained in force throughout the entire term of this Contract, and for as long thereafter as necessary to support any post-completion obligations, insurance described below with insurance companies having at least an A.M. Best A-VIII rating (or equivalent if not rated by A.M. Best). The limits set forth below are minimum limits and will not be construed to limit Contractor's liability. All costs and deductible amounts will be for the sole account of Contractor. In each of the policies providing the insurance below, Contractor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Company Group. Non-renewal or cancellation of policies providing the insurance described below will be effective only after written notice is received by Company from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the Work hereunder, Contractor will deliver to Company certificate(s) of insurance

on an acceptable industry standard Certificate of Insurance form, such as an Acord 25 or Acord 25-S, evidencing the existence of the insurance required below. All policies providing the required insurance, with the exception of Workers' Compensation and Professional Liability, shall be endorsed to include Company Group as additional insured per ISO endorsements CG 20 10 and CG 20 37 or CG 20 33 and CG 20 37 or industry accepted and approved endorsement(s) with equivalent wording as per ISO endorsements noted herein and these policies will respond as primary to any other insurance available to Company Group. A copy of the additional insured endorsement(s) shall be provided to Company. Contractor may be required to include as additional insured certain property owners who own property where, or on which, Work is to be performed.

With respect to any policy(s) providing the insurance required of Contractor pursuant to this Contract which are "Claims Made" policy(s), the following conditions are applicable. In the event any such policy(s) are cancelled, Contractor shall provide substitute insurance policy(s) with terms and conditions and policy limits that comply with this Contract including a retroactive date to the commencement date of this Contract or the RFS as applicable. Any such "Claims Made" policy or substitute or renewed policy(s) shall be maintained in full force and effect for at least a five (5) year discovery period from the date Company accepts the Work.

If Contractor hires a subcontractor to perform any portion of the Work, Contractor warrants that the subcontractor will obtain insurance meeting the insurance requirements of this Contract and applicable to the subcontractor Work, with the types and with limits required by Company, but in no event less than those set forth in this Contract. Contractor shall be fully responsible to Company for any deficiencies of its subcontractor's insurance meeting the insurance requirements of this Contract. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from or against any Claims asserted or arising as a result of such deficiencies.**

Irrespective of the insurance requirements below, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for Contractor, or the failure of any such insurance company to pay claims that occur will not be held to waive any of the provisions hereof. In the event of a loss or claim arising out of or in connection with this Contract, Contractor agrees, upon request of Company to submit the original or a certified copy of its insurance policies for inspection by Company. Company will not insure nor be responsible for any loss of or damage to, regardless of cause, property of any kind, including loss of use thereof, owned, leased or borrowed by Contractor, its employees, agents or subcontractors.

In addition to the insurance required below, Company reserves the right to require Contractor to provide additional insurance customary to the Work to be performed or required by lenders of Company or property owners as respects this Project.

A. Worker's Compensation and Employer's Liability

Worker's Compensation insurance complying with the laws of the state or states having jurisdiction over each employee, whether or not Contractor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit. If Work is to be performed in North Dakota, Ohio, Washington or Wyoming, Contractor

will participate in the appropriate state fund(s) to cover all eligible employees and provide a stop gap endorsement. If Work is to be performed offshore or on navigable waterways, this insurance shall be endorsed to provide full Maritime Liability coverage, including Longshore and Harbor Worker's Compensation Act, including Outer Continental Shelf Land Act, Jones Act, Death on High Seas Act and In Rem.

B. General Liability

Commercial General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for premises-operations, blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, sudden and accidental pollution, and explosion, collapse and underground.

C. Automobile Liability

Automobile Liability insurance with a combined single limit of \$1,000,000 each accident for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles. If Work involves the delivering of hauling or transporting of commodity, Contractor will comply with the Motor Carrier Act of 1980 required limits of financial responsibility, and the automobile liability policy will include pollution liability coverage equivalent to that provided under ISO Pollution Liability Broadened Coverage for Covered Autos endorsement (CA 9948) and the Motor Carrier Act of 1980 endorsement (MCS-90) shall be attached.

D. Excess or Umbrella Liability

Excess or Umbrella Liability insurance on a following form basis with a combined single limit of \$35,000,000 each occurrence, and annual aggregates of \$35,000,000, for bodily injury and property damage covering excess of Employer's Liability, General Liability and Automobile Liability insurance described above.

E. Watercraft Protection and Indemnity and Hull and Machinery

If Work involves watercraft, Contractor will carry or require owner or charterer of such watercraft to carry (a) Protection and Indemnity insurance subject to not less than the terms and conditions of Form SP-23 (Revised 1/56) with a combined single limit of \$5,000,000 per occurrence for bodily injury and property damage including coverage for Crew or separate Maritime Employer's Liability, Collision/Towers Liability, Contractual Liability, Cargo Legal, In Rem, Wreck Removal, and Alternate Employer; and (b) Hull and Machinery insurance subject to not less than the American Institute Hull Clauses (June 2, 1977) in amounts equal to the fair market value of the applicable vessel(s) owned and/or operated by or for Contractor. Hull and Machinery insurance is to include Additional Perils & War, Strikes, Riots & Civil Commotions (S.R. & C.C.). Any wording to insurance provided in (a) and/or (b) above such as "As Owners", "Others Than Owners" or similar restrictive wording which restricts for the insurance

to no more than the owner of the vessel will be deleted in favor of Company Group. The required Watercraft Protection and Indemnity limit may be satisfied by a combination of Protection and Indemnification, Excess, Umbrella or Bumbershoot policies or by removal of the watercraft exclusion in policies providing the commercial general liability insurance, and/or excess liability insurance, required herein, but including fines, penalties and wreck removal. In each of the policies providing the above described watercraft insurance for the applicable party, the applicable party: (1) shall agree to waive and shall require its insurers to waive any right of subrogation and recovery they may have against Company Group or to any party which Company has an indemnity or other liability; and (2) shall name Company Group as an additional insured, with both conditions (1) and (2) to the extent of the liabilities assumed by the applicable party providing the watercraft insurance under this Contact or any other agreement directly connected with the Work.

F. Aircraft Liability

If Work involves aircraft, Contractor will carry or require the party providing the aircraft or aircraft services to carry Aircraft Liability insurance with a combined single limit of \$5,000,000 each occurrence for bodily injury and property damage including, passenger liability (subject to a minimum limit of \$500,000 per passenger), and contractual liability covering all owned and non-owned aircraft. If the party providing the Aircraft Liability insurance is not Contractor, then that party shall agree to (a) waive and shall require its insurers to waive any rights of subrogation or recovery they may have against Company Group or to any party which Company has an indemnity or other liability and (b) name Company Group as an additional insured, with both conditions (a) and (b) to the extent of the liabilities assumed by such party under this Contract or any other agreement directly connected with the Work.

Not Used

G. Not Used

H. Pollution Legal Liability

Pollution Legal Liability in the amount of \$5,000,000 per loss, with an annual aggregate of \$5,000,000 and shall cover losses caused by pollution conditions that arise from the operations of Contractor described under the Work. Coverage shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

I. Railroad Protective Liability

If Work is performed on railroad property and railroad requires Railroad Protective Liability Insurance, Contractor at Company's request, will provide insurance complying with the railroad's insurance requirements.

J. Contractor's Equipment Floater

Contractor shall maintain equipment insurance covering all Contractor's construction equipment (whether owned, rented, or borrowed). It is understood that this coverage shall not be included under Company's builder's risk policy.

Article 9. Independent Contractor

Contractor is an independent contractor as to all Work and is not an employee, agent or representative of Company. The detailed manner and method of performing the Work is under the sole control of Contractor. Contractor agrees not to assert in any court or administrative proceeding that it or any of its employees are employees of Company. If Contractor violates this provision and/or its employees are found to be employees of Company, the terms of this Contract will still apply and to the extent allowed by law, Contractor will be liable to Company for any increased taxes, fees or other expenses (including legal fees and costs) Company incurs as a result of the reclassification of Contractor or its employees as employees of Company. Contractor waives, to the extent allowed by law, all claims against Company Group which Contractor may now have or may have in the future for Workers' Compensation or Employer's Liability compensation for personal injury, unemployment compensation or otherwise under the law.

Article 10. Contractor Superintendent

Contractor shall keep a superintendent at the Work site during the entire progress of the Work. The superintendent shall have full charge of and authority over all operations of Contractor in performance of the Work; full authority to consult with Authorized Company Representative without delay and full authority to promptly supply all materials, tools, equipment and labor required. The superintendent shall not be assigned other duties by Contractor that will impair the performance of his or her supervisory duties. Any communications given to the superintendent by Company shall be deemed given to Contractor.

Article 11. Environmental

Unless otherwise agreed to in writing by Company, Contractor shall be fully responsible for the management of any regulated, hazardous, potential pollutant, or toxic waste or material or any component thereof created at or brought to the Work site by Contractor during the Work, collectively referred to as "Hazardous Materials or Waste." Except as specifically required or authorized by this Contract, Contractor must notify and receive approval from Company prior to using, creating or possessing "Hazardous Materials or Waste" at the Work site. As used herein, the term "management" includes, but is not limited to, handling, transporting, removing, collecting, generating, processing, treating, using or reselling. Contractor shall comply with all existing requirements of federal, state and local laws, rules, regulations and ordinances applicable to the management of "Hazardous Materials or Waste," including, but not limited to, any federal, state or local waste generator requirements and any regulatory agency notification requirements. All records concerning "Hazardous Materials or Waste," including but not limited to MSDSs, laboratory data, waste profiles, and shipping documents/manifests shall be furnished to Company

upon request. Contractor shall give immediate notice to Company should any permit, approval, or condition relating to Contractor's management of "Hazardous Materials or Waste" be revoked, suspended, revised, or impaired in any way. Contractor may not release or discharge to the environment any "Hazardous Materials or Waste" at the Work site or create a health hazard due to management of "Hazardous Materials or Waste." Prior to the removal of any "Waste" from the Work site, Contractor in consultation with Company shall complete a "Project Specific Waste Management Plan" in the form attached as **Appendix C**, for approval by Company's Environmental Representative(s) for those wastes which have been determined by Company to be Contractor's responsibility to manage. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group in accordance with Article 5 above, from and against (i) all Claims arising from injury to or death of any person or from damage to or loss of any property that arises out of or is related in any way to "Hazardous Materials or Waste," (ii) all Claims arising from alleged or actual pollution, contamination, cleanup, remediation, response activity, other "Hazardous Materials or Waste" management activity or other damage (environmental or otherwise) that arises out of or is related in any way to "Hazardous Materials or Waste," and (iii) any fines, levies, penalties, orders or other governmental action that are assessed or brought against Company Group and are the result (direct or otherwise) of Contractor's failure to comply with this article.**

Article 12. Contractor Responsibility for Safety

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take all necessary and appropriate precautions to protect its employees, Company's employees and representatives, visitors, the general public, any public or private property and natural resources. All accidents and near hits must be reported immediately to the Company representative, investigated to the root cause level, and formally documented by Contractor using either the "Company Incident Root Cause Analysis", the form of which is attached herein as **Appendix F**, or Contractor's equivalent form, provided such form is of acceptable industry standard and acceptable to Company. A copy of the report shall be furnished to the Authorized Company Representative. Contractor shall carry on the Work in a manner that conforms to, is consistent with and will not interfere with the continuous and safe operation of Company's or any third party's property or facilities. Unless the written consent of Company is first obtained, Contractor shall not interfere with, connect to, cut, penetrate or disturb existing property or facilities, whether owned by Company or a third party.

If Company issues Contractor a stop work notice due to (i) Contractor's failure to remediate a previously reported unsafe action, (ii) Contractor's willful disregard of Company's safety standards as set forth in the Williams Onshore Contractor Safety Handbook, as attached in Section VII of the Contract or (iii) Contractor's involvement in a severe safety incident, such a life-threatening injury or death, then all resulting costs of associated corrective actions, safety meetings, safety stand down, and/or safety training sessions will be at Contractor's sole cost and expense.

Article 13. Drug-Free Workplace

Contractor understands that Company maintains a drug-free workplace. Contractor agrees that any failure to comply with Company's standards, policies and procedures for maintaining a drug-free workplace is a breach of this Contract and constitutes grounds for immediate termination of this Contract by Company.

Article 14. Safety Sensitive and Covered Work Requirements

A. Drug and Alcohol Testing

If Contractor is performing safety sensitive work as defined in the Department of Transportation's (D.O.T.) regulations in 49 CFR Parts 40, 199 and 382, Contractor shall fully comply with such regulations. Contractor shall provide Company's representative with its plan documents, testing information and all other information required for verification of Contractor's compliance with such regulations, unless directed otherwise by Company. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims that arise in connection with Contractor's development, implementation or administration of, or failure to develop, implement or administer, drug and alcohol testing plans in compliance with such federal regulations.**

B. Operator Qualifications

If Contractor is providing services identified as covered tasks by the "Operator Qualification" regulations established by the D.O.T., Company requires and Contractor agrees that Contractor shall fully comply with all provisions of the D.O.T.'s regulations regarding operator qualification (49 CFR Part 192) and shall provide Company or Company's Representative with Contractor's plan documents and records showing its compliance if and as required by the applicable regulations and/or Company. Company shall provide Contractor, in an attachment to the RFS, with a list of all tasks deemed to be covered under the federal regulations. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims that arise in connection with Contractor's, or its subcontractors', development, implementation or administration of (including records retention), or failure to develop, implement or administer (including records retention), an Operator Qualification plan and process in compliance with the federal regulations referenced above or this article.**

Article 15. Statutory Employer

For Work in the state of Louisiana, in all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act, La Rev. Stat. Ann. 23:1021 *et seq.*, Company and Contractor agree that pursuant to Section 23:1061 (A) (1) all Work performed by Contractor and its employees

under the terms and conditions of this Contract is an integral part of Company's operations and is essential to Company's ability to generate its goods, products and services. Additionally, Company and Contractor agree that for purposes of Section 23:1061 (A) (3) Company is the principal or statutory employer of Contractor's employees. Irrespective of Company's status as the statutory employer or special employer of Contractor's employees, Section 23:1031 (C), Contractor shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Company. **Contractor shall defend, indemnify and hold harmless Company Group from and against all Claims for compensation benefits by Contractor's employees against Company Group, and hereby waives any right of Contractor or right of subrogation of Contractor's insurers to seek reimbursement of any compensation benefits owed or paid.**

Article 16. Inspection and Acceptance of Work

For purposes of inspection, Contractor shall give Company free access to the Work and all equipment and shall provide every facility for Company's inspection of the same. Contractor shall furnish Company with full information whenever requested as to the progress of the Work. Authorized Company Representative will decide all questions arising regarding the quality and acceptability of the Work and the rate of progress. Contractor, at any time before final acceptance of the Work by Company, shall remove or uncover such portions of the finished Work as may be directed a Company's request. Contractor shall restore such portions of Work to the Contract standards after such inspection. If any Work is performed without inspection by Company, Company may require Contractor to uncover such Work for examination, and all costs of uncovering, correction (if applicable) and recovering shall be at Contractor's sole expense, whether or not the Work so uncovered was acceptable. Contractor will provide notification to Company of Work to be performed as part of the daily work plan and Company will provide inspection accordingly. If Company fails to provide inspection in accordance with the mutually agreed work plan, then Contractor shall not be responsible for the costs of uncovering the Work to satisfy Company's inspection requirement. In no event shall Company's failure to inspect the Work relieve Contractor of its obligation to correct Defective Work in accordance with Article 22.

Article 17. Use of Site

Contractor shall not use the Work site except to perform the Work and shall confine its activities at the Work site to areas permitted by law, regulation, ordinance, permit and this Contract.

Article 18. Denial of Access to Work Site

Company reserves the right to deny access to its property, facilities and/or Work site (hereinafter referred to as "Premises" for purposes of this Article) to any employee or agent of Contractor or Contractor's subcontractors. Contractor will, at its expense, remove any Contractor or subcontractor employee or agent from the Premises or stop the performance of any Work by the same at Company's request. However, Company has no right to discharge, discipline or affect any term or condition of employment of any Contractor or subcontractor employee or agent. Any

decision to discharge, discipline or otherwise affect any term or condition of employment of any Contractor or subcontractor employee or agent will be the sole responsibility of Contractor or subcontractor, as applicable, and Company will have no liability in connection with Contractor or subcontractors exercise of such authority. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against Claims arising out of Company's denial of access to any Contractor or subcontractor employee or agent or Company's request that Contractor remove from the Premises or stop the performance of Work by any Contractor or subcontractor employee or agent.**

Article 19. Legal and Governmental Requirements

Contractor is assumed to be familiar with and will comply with all applicable federal, state and local laws, codes, rules, regulations and ordinances, and with all orders or decrees of bodies or tribunals having jurisdiction or authority over the Work that exist at present and those which are enacted or issued during the performance of the Work (collectively referred to as "Requirements" for purposes of this article). In particular, Contractor will strictly comply with the effective Minimum Federal Safety Standards adopted by the United States Department of Transportation under the Natural Gas Pipeline Safety Act of 1968 as a minimum standard and all other applicable federal, state and local safety standards. If any Requirement is wholly or partially in conflict with or more demanding than the provisions of this Contract, such Requirement shall govern to the extent of the conflict. If the Contract is more demanding than any Requirement, the Contract shall govern. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims that are asserted for or based upon Contractor's violation of any Requirements.**

Company will obtain all necessary certificates, permits and licenses relating to sites or places for which a governmental certificate, permit or license is required. Contractor shall familiarize itself with all certificates, permits and licenses obtained by Company and comply with all requirements of the same. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all costs, expenses, fines and levies imposed by any agency or other governmental body on Company or any member of Company Group based upon Contractor's activities that are not in compliance with the requirements of Company's certificates, permits and licenses.**

Contractor shall obtain at its own expense all other permits and licenses required for the performance of the Work from the applicable state, county and/or local governmental body. Contractor shall pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall pay all royalties and license fees on equipment, materials and supplies furnished by Contractor.

Contractor shall not commence Work until necessary certificates, permits and licenses have been procured.

Article 20. Federal Contractor or Subcontractor Requirements

If Company or Contractor is a federal contractor or subcontractor, **Appendix D, Anti-Discrimination**, shall be attached and is thereby agreed to by Contractor.

Article 21. Subcontractors

Company may require Contractor to submit, for prior approval, a list of subcontractors who will be involved in the Work. Contractor's use of subcontractors, whether or not approved by Company, shall not relieve Contractor of its obligations hereunder.

Article 22. Contractor Warranties, Guarantees and Correction of Defects

A. Warranties and Guarantees

Contractor warrants and guarantees it is qualified and will remain qualified to do business in the state(s), county or locality where the Work is to be performed and that it has obtained and will maintain all licenses required and has submitted or will submit copies of all such licenses to Company.

Contractor warrants: (1) Work shall be performed in strict and complete compliance with requirements of this Contract; (2) all services and materials provided hereunder shall strictly conform to any specifications of drawings provided by or approved in writing by Company; (3) all services and materials provided hereunder shall be free from defects in materials or workmanship for a period of one (1) year following final acceptance of Work by Company; and (4) all materials supplied by, but not manufactured by, Contractor shall carry the manufacturer's warranty and such warranty shall be assigned to Company.

B. Defective Work

Company may reject defective, deficient, improper, unsound or nonconforming Work or materials, all of which shall be deemed defective Work. For purposes of this Article, all defective, deficient, improper, unsound or nonconforming: (i) Work; or (ii) Contractor provided materials shall be referred to as "Defective Work."

C. Correction of Defective Work Prior to Completion and Final Acceptance

No inspection by or on behalf of Company, no intermediate payment made and no failure to reject Work or materials shall relieve Contractor from its obligation to do and complete the Work in accordance with the Contract. Company may reject Defective Work and require Contractor at its sole cost and expense, to correct Defective Work at any time prior to completion and final acceptance. To the extent Contractor does not exceed a weld repair rate of 5% over the course of the project, the repair of such welds will not constitute correction of Defective Work that Contractor must correct at its sole

cost and expense. Following completion of all Work on the Project, but prior to payment of the final invoice, Company and Contractor shall calculate the cost impact of all weld repairs performed on the Project exceeding the allowable 5% and Contractor shall issue payment to Company therefor. Said cost impact shall be calculated and payment issued to Company as follows: [\$5,000 per weld] x [total number of welds repaired on the Project in excess of the 5% weld repair allowance] or [\$7,500 per weld] x [total number of cutouts on the Project in excess of the 5% weld repair allowance]. Any repairs or cutouts made as a result of defective material provided by Company shall not be included in the calculation of the 5% weld repair rate.

In accordance with Company's quality control program, Company maintains the right to require that Contractor remove from the Work, any individual who, in Company's sole discretion, lacks the skill and/or care to perform acceptable Work. With respect to welding, Company shall not require that Contractor remove any welder for quality of workmanship issues unless or until Contractor has been notified of such quality issues and has been given three (3) opportunities to correct such quality issues ("3 Strike Rule").

Company may retain any monies due or which may become due to Contractor that Company deems necessary and sufficient to meet the expenses of correcting Defective Work until the same is corrected. Company may cause Defective Work to be corrected by others and use monies retained to pay for such third party correction of Defective Work if Contractor fails to correct Defective Work in a timely manner. All labor and materials necessary to replace or repair items originally furnished by Company that prove to be defective will be paid for by Company.

D. Correction of Defective Work Following Final Acceptance

Contractor shall remedy, repair or replace, at its sole cost and expense, all Defective Work that is discovered prior to the expiration of one (1) year after final acceptance of Work by Company, or such longer time allowed by terms of any special guarantee or warranty required, provided or acquired in connection with this Contract and is directly attributable to Contractor's failure to adhere to Company's specifications as set forth in Section VII of the Contract. If Contractor does not promptly remedy, repair or replace Defective Work, Company may have the defect remedied, repaired or replaced at Contractor's sole cost and expense.

Article 23. Title and Risk of Loss

Title to Work completed or in the process of construction and all materials furnished by Company shall be in the name of Company. Contractor shall ensure that title shall pass to Company free and clear of all liens, claims, security interests and encumbrances to all work, materials and equipment when incorporated in the Work. Contractor shall further ensure that Work will not be performed and material will not be furnished by Contractor, or by any other person, subject to any agreement under which there is retained or imposed any lien, claim, security interest or encumbrance.

Contractor shall be responsible for the care and maintenance of partially completed Work and finished Work until final acceptance by Company. Contractor shall repair any damage to the Work from any cause until final acceptance by Company. Contractor shall not be responsible for damages to portions of Work after final acceptance by Company, except Contractor shall be responsible for any and all damages to such portions of Work caused by Contractor's or its subcontractors' employees or agents. This Article in no way affects Contractor's warranty obligations pursuant to Article 22.

Contractor shall be solely responsible for and bear all costs and expenses related to any damage (including theft) to any materials, machinery or equipment of Company, Contractor or any third party when such materials, machinery and equipment are in the care, custody or control of Contractor or its subcontractors, employees or agents. Contractor shall not be responsible for any damage to such materials, machinery or equipment due solely to the negligent or willful acts or omissions of Company and its employees.

Contractor shall promptly notify Company of any event that causes any material damage to, destroys, or renders unfit for normal operation any portion of the Project.

To the extent that any loss or damage to Work for which Contractor is responsible per above is covered under any builder's risk insurance policy which Company, at its sole discretion, may procure, Contractor's responsibility for such loss or damage shall be limited to payment of the deductible amount under such builder's risk insurance. Such builder's risk insurance will include waiver of subrogation and additional insured provisions in favor of Contractor. Construction equipment (whether owned, rented, or borrowed) of Contractor, its subcontractors or its sub-subcontractors shall not be covered under such builder's risk insurance.

Article 24. Damages

A. Limitation on Contractor's Damages

If Contractor commences an action against Company seeking recovery of damages or losses for Company breach of this Contract, Contractor is precluded from proving its costs and damages by "total cost," "quantum meruit," "equitable adjustment" or in any way other than specifically identifying and proving the direct field costs that resulted each day from each separate Company breach.

B. Third Party Claims

Contractor shall be responsible for and liable to Company and third parties for any and all damages, costs and delays resulting from Contractor's failure to comply with all requirements of this Contract (including governmental requirements). Such responsibility and liability shall not be limited strictly to the Work, but will apply to damages, costs and delays on any of Company's projects affected by Contractor's failure to comply with requirements of this Contract.

Contractor's superintendent shall accompany Company's representative through the area where Work has been completed in whole or in part so all damage claims chargeable to Contractor can be determined. This shall occur immediately after the completion and final acceptance of the Work by Company in any section or locality. Contractor shall pay any such damage claims after completion of the Work and before Company makes final payment to Contractor, except where Contractor reasonably and in good faith contests such claims. Contractor shall obtain and supply Company with copies of all releases received in settlement of damage claims. Work performed for landowners by Contractor in lieu of damage claims chargeable to Contractor shall be covered by a damage release, releasing both Company and landowner. If Contractor fails or refuses to pay any such damage claims, Company shall, at its option and upon written notice to Contractor, have the right to settle such claims for the account of Contractor.

Contractor shall promptly and satisfactorily settle and pay all claims and bills for labor performed and materials, machinery, equipment and supplies furnished by it in connection with the performance of the Work unless Contractor reasonably and in good faith contests the validity and reasonableness of any such claim or bill; provided however that nothing in this provision shall relieve Contractor of its obligations under Article 25 to keep the property and Work free and clear, at all times, of all liens, claims, security interests and encumbrances arising from the performance of the Work and this Contract. If Contractor reasonably and in good faith contests the validity and reasonableness of any claim or bill, by a subcontractor, supplier or vendor of Contractor, for labor performed or materials, machinery, equipment and supplies furnished in connection with the Work then, to the extent that Company has made payment to Contractor for any such disputed claims or bills, Contractor shall retain such payments in escrow or trust pending the resolution of such dispute. If such dispute is settled in favor of Contractor, then Contractor shall immediately refund Company any and all over payments made by Company to Contractor with respect to such disputed items. If, however, such dispute is settled against Contractor, then all payments by Company to Contractor with respect to such disputed items shall be applied toward the settlement of such claims or bills and any overage shall be immediately refunded to Company. If Company, at its option and upon written notice to Contractor, settles such claims and bills for the account of Contractor, Company shall be entitled to an immediate refund of any and all payments made by Company to Contractor with respect to such disputed items. Under no circumstance shall Company have any obligation, responsibility or liability to Contractor for punitive damages, liquidated damages, penalties or interest incurred by Contractor as a result of disputes between Contractor and its subcontractors, suppliers and/or vendors over costs, prices or expenses for labor performed or materials, machinery, equipment and supplies furnished in connection with the Work.

Article 25. Liens

Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims for services, labor and materials furnished by or through

Contractor or its subcontractors under this Contract, and from and against all laborers', materialmen's and mechanics' liens levied or attached to any property that arise out of any services, labor or materials furnished by or through Contractor or its subcontractors under this Contract. Contractor shall keep the property and Work free and clear of all liens, claims, security interests and encumbrances arising from the performance of the Work and this Contract.

Article 26. Project Delays and Contractor's Notice-to-Proceed

Work under this Contract is subject to Federal Energy Regulatory Commission processes and issuance of Contractor's "Notice to Proceed" (NTP) by Company. Company anticipates issuing the NTP to Contractor for: (i) "Hand-Felling Tree Crews" by February 1, 2017; and (ii) full mobilization of main line production crews by March 1, 2017. The NTP date is subject to change based on regulatory approvals and events outside Company's control. In the event the NTP for mobilization of main line production crews is delayed beyond March 1, 2017, Contractor shall be entitled to a change order for payment of Contractor's demonstrable costs associated with the NTP delay. For purposes of this provision, "demonstrable costs" means Contractor's substantiated direct actual costs incurred due to NTP delay such as: Contract rates for personnel and equipment who are placed on stand-by as a result of NTP delay. "Demonstrable costs" excludes, and Contractor shall have no claim against Company for any, Contractor Group damages or losses for: missed business opportunities, loss of business, loss of revenue, loss of profit and/or damages incurred, or claims, by any other client of Contractor in connection with or arising out of NTP delay. Once the delay is over, Contractor shall commence the Work in accordance with Company-issued NTP.

Article 27. Company's Termination of Contract

A. Without Cause

A cancellation fee equal to the lesser of: (i) the unpaid balance of the \$45,000,000 Fixed Fee payable to Contractor under Section VIII (Compensation); or (ii) \$22,500,000 shall be Contractor's sole and exclusive remedy for any and all costs, damages or other losses of whatever nature, including direct, indirect or consequential losses or special or punitive damages, arising from, or in any way related to, Company's cancellation of Company's Project for convenience after the effective date of this Contract. Nothing in this Article 27 A to the contrary withstanding, if, prior to cancellation of Company's Project by Company for its convenience, Contractor experiences NTP delay as outlined in Article 26 above, then, in addition to the cancellation fee in this paragraph, Contractor shall be entitled to undisputed and outstanding amounts for Contractor's demonstrable costs incurred prior to cancellation in connection with such NTP delay as outlined in Article 26.

B. For Cause and Company's Right to Take Over Work

Company may terminate this Contract for cause, after providing the notice required below; (i) if Contractor fails or neglects or is unable to provide supplies, equipment, products, materials and/or labor necessary to carry on any part of the Work in an

efficient, workmanlike, skilled and careful manner or to the complete satisfaction of Company; (ii) if any time during the continuance of the Contract Contractor is petitioned into bankruptcy or the hands of receivers, either voluntarily or involuntarily; (iii) if the Work is not proceeding with the promptness, diligence or speed Company reasonably deems necessary to complete the Work in the time provided by this Contract; or, (iv) if Contractor fails to comply with any requirements of this Contract. Company must give written notice to Contractor stating the manner in which Contractor is failing to comply with the Contract or otherwise satisfy Company. If Contractor does not remedy the failure or proceed at an acceptable pace within five (5) days after notice is given, Company shall have the right to terminate the Contract regardless of its stage of completion without prejudice to any Claim Company may have hereunder.

If Company terminates this Contract for cause as provided herein, it shall have the right to award all or part of the Contract or the Work to another contractor or to perform all or part of the Work itself. In such circumstances, Company may exclude Contractor and its employees and subcontractors from the Work site, retain or remove Contractor's tools and equipment at the Work site without liability to Contractor therefor, obtain other equipment, tools, implements, and materials, remove such part of the Work Company considers necessary, and complete the Work according to the Contract. Company shall have the right to charge Contractor the cost of completing the Work (including the cost of obtaining new proposals and letting new contracts, if any), together with damages caused by the delays occasioned in completing the Work. If Company or another contractor performs all or part of the remaining Work, Company shall include in the cost of completing the Work reasonable overhead charges for supervising or carrying on the Work. Contractor shall pay Company such costs and damages upon demand. Further, if Company takes over the Work or awards it to another contractor and the cost of completing the Work together with any damages caused by delay is greater than an aggregate sum of money obtained by applying the unit price specified in the Contract to the portion of the Work taken over or constructed following termination, Contractor shall pay Company such excess amount to Company upon demand.

In the event of a termination for cause as described above, Company shall not be obligated to make any further payments to Contractor nor shall Company be obligated to release any retainage to Contractor until after the Work has been completed, and the costs and expenses incurred by Company have been determined. At that time, Contractor will be paid only for all its Work performed and finally accepted up to the time of termination; provided, however, Contractor will only be paid if it has paid all monies due and owing to Company as above described.

If Company takes over the Work pursuant to Article 28, Force Majeure, of the Contract, this Article 27 shall not apply.

Article 28. Force Majeure

If either party is prevented from performing its obligations by any unforeseeable occurrence beyond its reasonable control (hereinafter referred to as "Force Majeure" for purposes of this Article), that party shall immediately notify the other in writing and from the date of such notice be excused from performance to the extent of such prevention. The party experiencing the Force Majeure shall use reasonable efforts to avoid or remove the cause of the nonperformance and shall proceed to perform whenever such cause is removed or ceases. The existence of a Force Majeure situation shall not prevent Company from exercising any of its rights under this Contract including the right of termination of the Contract.

If Contractor invokes a Force Majeure and it causes suspension of the Work for thirty (30) consecutive days, Company may take over the Work. If this occurs, Contractor shall be paid for all Work performed and finally accepted up to the time the Force Majeure is invoked but shall receive no demobilization settlement nor shall Contractor be entitled to the cancellation fee described in Article 26 A.

If Company invokes a Force Majeure and is unable to carry out its obligations hereunder for thirty (30) consecutive days, Contractor may terminate this Contract, halt Work and be paid for all Work performed and finally accepted up to the time the Force Majeure is invoked plus a reasonable demobilization settlement. In such event, Contractor shall not be entitled to the cancellation fee described in Article 26 A.

Company's failure or inability to obtain permits Company needs to construct or install the Work shall not constitute a Force Majeure event.

Article 29. Performance and Payment Bond and Credit Support

At Company's request, Contractor shall furnish, prior to commencement of the Work to be performed, a performance and payment bond in an amount equivalent to the total Contract compensation. Such bond shall be on a form satisfactory to Company for guaranteeing that Contractor will fully perform its obligations and assume its liability under this Contract. The performance and payment bond shall be secured through a source approved by Company. The cost of any performance and payment bond shall be paid by Company, but not to exceed one percent (1%) of the Contract total compensation. Failure to furnish and maintain a requested performance and payment bond shall be considered a breach of the Contract.

In lieu of a performance and payment bond, in Company's sole discretion prior to the commencement of any Work or issuance of any payment, or at any time during the term of this Contract Company may request, and Contractor shall furnish, a guaranty. The guaranty shall be in a form and amount reasonably satisfactory to Company in order to meet the performance obligations by Contractor. Such guaranty shall remain in force and effect until the date that all of Contractor's obligations under this Contract have been fully performed. The guaranty shall be provided by a creditworthy entity ("Guarantor") in Company's sole discretion. If at any time during the term of this Contract, the Guarantor fails to meet the creditworthiness standards of Company, Contractor shall furnish a performance and payment bond within 10 days of written notification by Company to Contractor.

Article 30. Notices

Any notices may be sent via facsimile or first class mail, postage prepaid, as follows:

CONTRACTOR	Welded Construction, L.P.
Name	Richard C. Wall, President
Address	26933 Eckel Road
	Perrysburg, OH 43551
Telephone	(419) 874-3548
Fax	(419) 874-4883
E-mail	rcwall@welded.com
COMPANY	Transcontinental Gas Pipe Line Company, LLC
Name	Mr. Mark Hartmann, Manager, Onshore Construction
Address	2800 Post Oak Boulevard (77056)
	P.O. Box 1396
	Houston, Texas 77251-1396
Telephone	(713) 215-2895
Fax	(713) 215-2551
E-mail	Mark.D.Hartmann@Williams.com

Article 31. Audit Rights

Company may audit or have audited and copy the books and records of Contractor that in any way relate to this Contract upon reasonable notice during normal work hours. When requested by Company, Contractor shall provide auditors with access to all personnel, property and records and the cooperation of Contractor's personnel necessary for audit. Contractor shall retain all books and records relating to the Work for at least three (3) years after Company's final acceptance of the Work. Nothing herein is to be deemed as authorization to audit the composition of any fixed rate, unit rate or similar fixed figure as agreed upon by the parties. Contractor shall include identical audit provisions in its contracts with subcontractors and, upon request of Company, shall secure equivalent rights and information from any subcontractors. Any adjustments to be made as a result of audit shall be made within reasonable amount of time (not to exceed 90 days) from presentation of findings to Contractor.

Article 32. Patents, Copyrights and Trade Secrets

Contractor shall defend (at Company's option), indemnify and hold harmless Company Group and against all Claims against Company Group relating to the Work to the extent

such Claims are based on Contractor Group's infringement of any patent or copyright or misuse of any trade secret. Company shall fully cooperate with Contractor and give Contractor, at Contractor's sole expense, all necessary information and assistance to enable Contractor to defend against such Claims. If any such Claims result in an injunction against Company Group respecting use of any supplies, equipment, products or materials, Contractor agrees it shall, at its sole cost and expense, either obtain for Company the right to continue using the infringing or misused subject matter or replace or modify the same with equivalent supplies, equipment, products or materials, subject to Company's approval, so that they become non-infringing and do not use the third party's trade secrets.

Article 33. Improper Payments

Contractor shall not use any compensation received under this Contract for illegal or otherwise improper purposes related to any purchase commitment made under this Contract. Contractor shall not pay any commission, fee or rebate to any Company employee, nor give any Company employee gifts or entertainment of significant cost or value.

Article 34. Miscellaneous

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

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

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

This Contract shall be binding upon and inure to the benefit of the successors and assigns of the parties.

If Contractor commenced Work by prior oral agreement, this Contract shall apply to such Work.

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

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

Article 35. Applicable Law, Jurisdiction and Venue

The laws of the State of Oklahoma, excluding its choice of law principles, shall govern this Contract. However, if this Contract contemplates marine Work, general Federal Maritime laws

shall apply. Jurisdiction and venue shall lie exclusively with the appropriate courts of Tulsa County, Oklahoma.

Article 36. Warranty of Immigration Compliance

Contractor asserts and warrants that Contractor has verified that Contractor (where Contractor is an individual) and/or each and every one of Contractor's employees are authorized to work in the United States in accordance with all relevant laws, including, but not limited to, those pertaining to immigration status. Contractor (where Contractor is not an individual) further warrants that it has implemented policies and procedures that comply with all relevant state and federal immigration laws with regard to employment, including, compliance, if applicable, with the Federal Acquisition Regulation (FAR) E-Verify clause (73 FR 67704). **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims brought against Company Group due to any non-compliance of immigration laws on the part of Contractor.**

Article 37. Alternative Dispute Resolution

Company and Contractor shall give good faith consideration to using alternative dispute resolution prior to or in lieu of litigation to resolve disputes arising under or in connection with this Contract.

Article 38. Confidentiality

Contractor shall not disclose Company's confidential or proprietary business information that may become known to Contractor while bidding upon or performing Work. Contractor's obligations do not apply to (1) information in the public domain prior to, at the time of, or subsequent to the term of this Contract through no fault of Contractor, (2) information rightfully in Contractor's possession free of any obligation of confidentiality, or (3) information developed by Contractor independently of and without reference to any of Company's confidential or proprietary business information.

Article 39. Entire Contract

This Contract, including all appendices thereto, constitutes the entire agreement between Company and Contractor and supersedes any and all previous oral or written negotiations (including the "Contingent Award Notice," dated November 5th, 2015, from Transcontinental Gas Pipe Line Company, LLC to Welded Construction L.P. and any extension(s) and/or amendments thereto), correspondence, communications or representations with respect to any aspect of the Work. No changes to the Contract or its appendices, whether in the form of written negotiations, correspondence, representations, alterations, additions or changes or otherwise, shall be binding unless specifically agreed to in writing signed by both parties. Neither the course of conduct between the parties nor trade usage shall modify the provisions of the Contract.

AGREED TO AND ACCEPTED EFFECTIVE THIS 10th DAY OF Aug, 2016

Contractor: **Welded Construction, L.P.**

By

Print/Type Name

Title

Attested By

Print/Type Name

Title

Company: **Transcontinental Gas Pipe Line Company, LLC**

By

Print/Type Name

Title

Attested By

Print/Type Name

Title

John Seldenrust

Sr. VP - Engineering & Construction

David A. Glenn

Assistant Secretary

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Appendix A Release and Affidavit

CONTRACT NUMBER: _____
 STATE OF: _____
 COUNTY OF: _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared

_____ of _____
 (Name of Verifying Official) (Name of County)

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

1. That he/she is the _____ of _____
 (Title of Verifying Official) (Name of Contractor)

_____ of _____
 (Address of Contractor) (Corporation, Partnership, or Sole Proprietorship)
 (hereinafter referred to as "Contractor").

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

_____, pursuant to that certain Contract No. _____

entered into between Company and Contractor on the _____ day of _____, 20____.

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

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

 (Name of Verifying Official)

SUBSCRIBED AND SWORN TO, BEFORE ME, this _____ day of _____, 20____

 Notary Public

Residing at: _____

My Commission Expires: _____



Appendix B Request for Service (RFS)

Contract Number: _____	RFS Number: _____
Project Number: _____	Total Estimated Amount: _____
Commencement Date: _____	Completion date: _____

Contractor is hereby authorized to perform the Work described below in accordance with the terms and conditions of the above-referenced Contract.

For the purposes of this RFS only, Company shall retain ____% of total compensation and withhold payment of the final invoice until it has received adequate assurance that Contractor has fully paid for all labor and materials used to perform the Work, and is Work is completed to Company's satisfaction. All of Contractor's invoices must be submitted to the Company within sixty (60) days of completing the Work identified in each RFS. Company reserves the right to refuse payment of any invoice received after ninety (90) days of the Completion Date stated in its corresponding RFS. Identify all invoices for this Work with the above Contract and RFS numbers and deliver to Company at **WILLIAMS, IBM TULSA DELIVERY CENTER – SOUTH 6, P.O. Box 21218, Tulsa, OK 74121-1218**. Contractor shall provide copies of all daily work records, time sheets, travel receipts, third party or material invoices, inspection reports and any other supporting documentation of each invoice. If applicable, a completed Release and Affidavit form shall be attached to the final invoice for the Work in this RFS. For purposes of the RFS only, the following shall apply: The laws of the State of Oklahoma excluding its choice of law principles, shall govern this Contract. However, if this Contract contemplates marine Work, general Federal maritime laws shall apply. Jurisdiction and venue shall lie exclusively with the appropriate state courts of Tulsa County, Oklahoma.

Contractor shall pay all taxes, as defined in the Contract, relating to or arising out of the Work (including Contractor's labor, Contractor's materials and Contractor's equipment). If Contractor is performing services for Company subject to sales or use, value added or similar taxes, the tax(es) must be separately stated in invoices. The invoices should itemize material and labor separately. Company is a direct pay permit holder in certain states. As such, Company is authorized to remit sales and use tax directly to the tax jurisdiction on any taxable services Contractor is providing. Copies of Company's Direct Pay Permits and/or Direct Pay Tax Exemption Certificates for these states can be located at the following site: <http://co.williams.com/vendor-terms-conditions/tax-permits/>. **Contractor shall defend (at Company's option), indemnify and hold harmless Company Group from and against all Claims against Company Group for payment or non-payment of any taxes for which Contractor is responsible.**

Contractor shall be responsible for ensuring compliance with Company's safety requirements(<http://co.williams.com/vendor-terms-conditions/contractor-information/>), all applicable rules, regulations, orders, standards and interpretations, promulgated under the Occupational Safety and Health Act (1977) and all other applicable laws, ordinances, rules, regulations and orders of any body having jurisdiction over safety and health of persons or property or the protection of the same to protect them from injury, illness, damage or loss.

Contractor: By: _____ <div style="text-align: center;">(please print name and title)</div> Date: _____	Company: Transcontinental Gas Pipe Line Company, LLC By: _____ <div style="text-align: center;">(please print name and title)</div> Date: _____
--	---



Appendix C
Project Specific Waste Management Plan*

Contract Number: _____ RFS Number: _____ Project Number: _____

1. General Project Description: _____

2. General Types of Wastes (i.e. spent blast media, paint waste, pigging waste, hydrostatic test water, etc.)
expected to be generated: _____

3A. Waste Status: ☐ Hazardous ☐ Non-Hazardous

3B. How Determined? ☐ Lab Analyses ☐ Generator Knowledge
(Attach Verification Statement and/or MSDS)

4. Quantity (estimated): _____ Tons _____ Drums _____ CY
(Note: A determination on responsibility of arranging for disposal will be Company's option, and must be made prior to completing this form. If, for item (5) below, Company is responsible for disposal then Company representative must complete the form. If Contractor is responsible, then Contractor must complete the form.)

5. Who is responsible for arranging for disposal? ☐ Contractor or ☐ Company

6. Who is responsible for packing and transporting waste materials? ☐ Contractor or ☐ Company

7. Waste tracking mechanism? ☐ Uniform manifest ☐ Bill of Lading ☐ Weight Ticket

8. Transporter Information: Name: _____
Address: _____
Phone: _____
EPA ID#: _____

9. Designated Disposal Facility: Name: _____
Address: _____
Phone: _____
EPA ID#: _____

(Note: All disposal facilities must be pre-approved by designated EHS Department)

Completed By: _____

Approved By: _____
(Company Environmental Representative)

** This form is intended to assist in proper planning of waste management activities (i.e., purchasing drums, drum labels, collecting and shipping samples to the lab, making arrangements for a roll-off container, frac tank or vacuum truck). This form is not intended to address all potential waste management issues or obligations. All waste handling and disposal is to be conducted in accordance with the WGP O&M manual, and applicable state and federal ordinances, laws, rules and regulations.*

Appendix D Anti-Discrimination

Contractor shall not engage in any conduct or practice that violates any law, order, or regulation prohibiting discrimination against any person by reason of his/her race, religion, disability, sex, national origin, or age. Contractor further agrees to comply fully with the nondiscrimination provisions of Executive Order 11246, as amended, and other relevant rules, regulations, and orders promulgated by the Secretary of Labor. Contractor acknowledges that violation of this provision may result in criminal prosecution under 18 U.S.C. Section 1001. Incorporated by reference are Sections of Executive Order 11246 and other relevant rules which follow, with applicability as defined:

- (a) Equal Opportunity Clause – 41 CFR § 60-1.4 (applicable to all contracts);
- (b) EEO-1 Reporting Requirement – 41 CFR § 60-1.7 (applicable to contracts in excess of \$50,000 for employers with 50 or more employees);
- (c) Nonsegregation Clause – 41 CFR § 60-1.8 (applicable to all contracts);
- (d) Affirmative Action Compliance Program – 41 CFR § 60-1.40 (applicable to contracts in excess of \$50,000 for employers with 50 or more employees);
- (e) Affirmative Action for Individuals with Disabilities – 41 CFR § 60-741.4 (applicable to contracts in excess of \$10,000);
- (f) Affirmative Action for Disabled Veterans of the Vietnam Era – 41 CFR § 60-250.4 (applicable in excess of \$10,000);
- (g) Utilization of Small Disadvantaged and Women-Owned Small Business Concerns – 48 CFR § 19.708 (applicable to contracts amounting to \$100,000 or more);
- (h) Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan – 48 CFR § 52.219-9 (applicable to all contracts expected to exceed \$500,000 which are required to include the Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns clause and offer further subcontracting possibilities).



Appendix E
Extra Work Request

EXTRA WORK REQUEST FROM CONTRACTOR
FORM 910-1734 (8-92)

Company:	Request Number:
Contractor:	Work Order Number:
Project:	Contract Number:

Description of Work:
Reason for Request:

Proposed Method of Payment

<input type="checkbox"/> Firm Price	Material Cost: \$ _____	<input type="checkbox"/> Price
	Installation Cost: \$ _____	
	Total Cost: \$ _____	

<input type="checkbox"/> Cost Plus	Estimated Cost: \$ _____
------------------------------------	--------------------------

Revised Contract Completion Date: _____

☐ No Change

☐ Increase Number of Days: _____

☐ Decrease Number of Days: _____

_____ Contractor Representative	_____ Date	_____ Company Representative	_____ Date
------------------------------------	---------------	---------------------------------	---------------



Appendix F
WGP INCIDENT ROOT CAUSE ANALYSIS

GENERAL INFORMATION	
Personnel Directly Involved in Incident: Include Job Position(s), Crew & Company (do not include names)	Incident Location:
Name of Prime Contractor:	Name of Sub Contractor (if applicable):
Date of Incident:	Time of Incident:
Name of Project:	Experience Level of Personnel Involved in Incident (years performing this type of work):
OVERVIEW OF INCIDENT	
FACTUAL INFORMATION & IMMEDIATE CAUSES	
Describe conditions. List title and company of personnel onsite at the time of the incident. Describe fully the events and actions before, during and after the incident. Include pertinent information related to the incident. Attach additional pages if necessary. Include acts (personal actions) and/or conditions (jobsite circumstances). Attach additional pages if necessary.	
BASIC (ROOT) CAUSES	
These include the personal factors and/or job factors which allow the immediate causes to occur. To get to root causes, answer WHY the intermediate causes (listed above) occurred . Attach additional pages if necessary.	
ADDITIONAL OBSERVATIONS & RECOMMENDATIONS	
List additional observations related to the incident. Attach additional pages if necessary.	

Form completed by:

Title & Company:

Date:

Additional Items:

- Insert photos as necessary
- Attach additional descriptions/information
- Attach copy of Contractor's Incident Report

Appendix G

Invoicing and Payment of Invoices

1.1 Funding. Company will pay Contractor for Work that is estimated for the upcoming payment period, based upon each month's forecasted reimbursable costs, equipment, material and mat costs, and Contractor's Fee. The funding for subsequent months will be adjusted by comparing actual monthly expenditures against forecast and funded amounts.

1.1.1 The Parties will jointly develop a Construction Schedule for the performance of the Work as attached in Section VIII, Proposal and Compensation. The Parties will also jointly develop a Cash Flow based on the Construction Schedule and the estimated resources required to perform the Work, including labor, equipment, sub-contractors and other anticipated project costs and Contractor's Fee as agreed upon herein. The Construction Schedule and the Cash Flow will be the basis of the Contractor's funding requests with the understanding that the Contractor's actual funding request may be different from the value predicted in the Cash Flow based on actual progress achieved to date and Contractor's good faith estimate of progress anticipated to be achieved in the following month. The Construction Schedule and Cash Flow will be reviewed monthly or more frequently, as determined by Company, and updated by the Contractor, in consultation with Company, as required or as requested by Company, as the Work progresses.

1.2 Invoicing. Each invoice shall be signed by Company's and Contractor's Representative, accompanied by a Company-provided cover page containing the required project information for payment process, and be delivered to the Company's Representative. Each invoice shall be accompanied by supporting documentation such as daily work records, time sheets, material vouchers and any other information necessary to establish the value of the invoice ("Invoice Support") and any credit or debit due to Company as contemplated in 1.2.4 (Reconciliation of Prior Invoices). To facilitate payment of Contractor's invoices as contemplated in 1.2.3, Contractor shall submit on a weekly basis a copy of Invoice Support for Company's continuous review and verification. Ninety percent of Contractor's Fee shall be divided into equal installments and paid in equal installments between the Initial invoice and subsequent invoices until 90% of the total fee has been paid. The remaining 10% will be retained by Company until final acceptance of the Work and Company has been satisfied that all material and labor bills and all claims payable by Contractor have been paid and all liens discharged.

Invoices shall be submitted as follows:

[Company to provide information on where to submit invoices]

1.2.1 Initial Invoice. Contractor will invoice Company for the initial invoice in the month preceding the anticipated start of the Project. The initial invoice will be based on the Construction Schedule and the Cash Flow and Contractor's good faith estimate of the amount of progress to be achieved by Contractor in the following calendar month. Company will pay the initial invoice within fifteen (15) days of receipt.

The Initial Invoice shall include a forecasted amount for demonstrable mobilization costs for personnel and equipment.

1.2.2 Timing of Invoices. Except for the initial invoice which shall be administered in accordance with Section 1.2.1 above, Contractor will invoice Company each month, and deliver to Company on the fifth (5) day of the month for funds forecast to be required for the following calendar month (the "Pay Month"). Each invoice will be based on the Construction Schedule and the Cash Flow and Contractor's good faith estimate of the amount of progress to be achieved by Contractor in the Pay Month.

1.2.3 Payment of Invoices. On or before the fifth (5) day of the Pay Month, Company will pay Contractor the undisputed amounts invoiced. In the event that Company disputes a portion of Contractor's invoice, the Parties will work diligently to resolve any disputed amounts prior to the date for payment of such invoice. Any amounts that are not resolved within ten business (10) days of the date on which payment of the invoice was due will immediately be escalated to senior management for a discussion as soon as reasonably possible. If the matter remains unresolved after the senior management discussion, the matter will be resolved in accordance with the provisions of Article 37 of Section I of the Contract and paid in accordance with the terms of such resolution. All payments by Company to Contractor will be remitted via electronic funds transfer, in U.S. Dollars to:

The Huntington National Bank
519 Madison Avenue
Toledo, OH 43604
ABA No. [TBD]
Account No. [TBD]
For the benefit of Welded Construction, L.P.
Regarding invoice number: [insert number]

1.2.4 Reconciliation of Prior Invoices. No later than the thirty (30) days following each Pay Month, Contractor will provide a written reconciliation to Company of all internal amounts actually incurred and external amounts actually invoiced during the relevant Pay Month (the "Reconciled Pay Month") and will adjust its invoice for funds forecast to be required for the immediately subsequent Pay Month, up or down, by the difference between the amount forecast to be paid out or invoiced and the amount that was in fact paid out or invoiced for the Reconciled Pay Month.

1.2.5 Disputes Regarding Reconciliation. Any differences between the Parties related to verifying actual expenditures or invoices and adjusting against forecast and funded amounts shall be reconciled within one pay period, provided, however, that such differences will not interrupt the payment of Contractor's undisputed invoices, as set out herein.

1.3 Final Invoice. Subject to the provisions of Article 3B of Section I of the Contract, General Contract, Company shall make Final Payment to Contractor (including retainage or any other holdbacks if applicable) after delivery to Company of Contractor's Final Invoice. The Final Invoice shall be accompanied by evidence acceptable to Company, including Contractor's

affidavit and release on Company form (attached as Appendix A), that all charges for labor and material incorporated in the Work and all other damages or indebtedness connected with the Work for which liens, encumbrances, hypothecations or claims could be filed have been paid and that the Work is free of all liens, claims, hypothecations and encumbrances of any kind. Contractor's Final Invoice shall be accompanied by all documents, if any, necessary to convey ownership of the Project to the Company. If a Performance and Payment Bond is procured by Company and the surety bond underwriter concurs with Company in releasing retained funds, this concurrence shall in no way release the surety from any outstanding liability since it is intended that the bond to be procured shall protect Company against any and all liability or unliquidated and unpaid claims. However, if any claims are outstanding against Contractor, Company, at its option, may retain from the money due Contractor, as determined in Company's sole judgment, a sufficient amount to indemnify it against loss by reason of any claims. The bond shall continue in full force, and effect and shall protect Company strictly in accordance with its terms, notwithstanding payments by Company to Contractor.

1.4 Payment of Final Invoice.

1.4.1 Final Payment. Upon Company's receipt of Contractor's Final Invoice and associated documentation detailed in Section 1.2 (Invoicing) and 1.3 (Final Invoice), Company shall promptly review such documentation and complete a final inspection of the Site, within thirty (30) days of receipt, to verify that Contractor has satisfactorily completed the Work. If after verifying the Work, Company raises no objections about the Final Invoice, associated documentation, and the completion of the Work, Company shall pay the Final Invoice within five (5) days. Company's payment of the Final Invoice shall constitute its "Final Payment" for the Work. Such Final Payment shall not, however, release Contractor from any performance and payment obligations, including: (i) warranties; (ii) liabilities for which insurance is required; (iii) indemnity obligations under Article 5 of Section I of the Contract; or (iv) any other responsibility of the Contractor.

1.4.2 Disputed Final Invoice. If the Company disputes any portion of the Final Invoice or associated documentation provided, Company may withhold any such disputed amounts, and the Contractor shall be entitled to seek dispute resolution under Article 37 of Section I of the Contract.



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Appendix H
Form of Contractor Certificate for Partial Waiver of Liens

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

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

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



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

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

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SIGNATURES APPEAR ON THE FOLLOWING PAGE.]**



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

[CONTRACTOR]

a _____

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

Notary Public in and for the State of _____

[Notary Seal]

Printed Name of Notary Public

My Commission expires: _____



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Section II. SCOPE OF WORK

Article 1. General Description of Work

The Atlantic Sunrise (ASR) Project is designed to add 1,700,000 dekatherms per day of pipeline capacity to the Transco system by connecting production regions in northeastern Pennsylvania to markets in the Mid-Atlantic and southeastern states, as far south as Georgia and Alabama.

The preliminary project design includes a total of approximately 178 miles of new greenfield pipe (Central Penn Line North & Central Penn Line South), two pipeline loops totaling about 12 miles (Chapman Loop, Unity Loop), two and half miles of existing pipeline replacement, two new compressor facilities in Pennsylvania, and other facility additions or modifications in five states (Pennsylvania, Maryland, Virginia, North Carolina, South Carolina) to allow gas to flow bi-directionally.

Work to be performed under this Contract shall include the following segments of pipeline construction identified as Spreads for the ASR Project:

Pipeline Segment	Approximate Begin M.P.	Approximate End M.P.
Spread 5 / 6 – CPL South (42")	49.4	95.0
Spread 6 / 7 – CPL South (42")	0.0	49.4

Work under this Contract is subject to FERC processes and issuance of Contractor's Notice to Proceed (NTP) by Company:

Spread	Pipeline Segment	Estimated NTP	Mechanical Completion
5 / 6	42" CPL South	On or before 03/06/17	10/06/17
6 / 7	42" CPL South	On or before 03/06/17	10/06/17

For reference, a Contractor Spread Break Location Map is also provided in Section VII in the Contract.

The Mechanical Completion date is defined as the date which all equipment has been set in place and aligned, all welding and tie-ins are complete, the pipe has been installed and hydrotested, caliper pigs have been run, and the pipeline is ready to receive gas.

The Work includes the following overall, general components. Specific project details and quantities are found in **Section VII** ("Technical Exhibits") of the Contract.

- Contractor shall be responsible for all of CPL South, south of Bethel Dr.
- All mainline pipe will be supplied by Company with FBE and Abrasion Resistant Overlay (ARO). Pipe Specifications and quantities are shown in the Pipe Tally spreadsheets in **Section VII** ("Technical Exhibits") of the Contract. Contractor shall be responsible for any Concrete Coating.

Section VIII. COMPENSATION

Article 1. General

Contractor's construction operations will normally be 10 hours per day and 6 days per week generally beginning 7:00 a.m. and ending 5:30 p.m.

As full and complete compensation for constructing the facilities and appurtenances in accordance with the scope of Work, the specifications, the drawings, and the terms and conditions of this Contract, Company agrees to pay and Contractor agrees to accept remuneration set out herein as payment in full. Work shall be paid on an actual cost-basis in accordance with the components and methods of payment outlined under Article 2 below. Costs shall be charged to Company work order (W.O.) 1161503 and broken out by spread.

Article 2. Compensation

Compensation for work, labor, supervision, management and planning, equipment, materials, supplies, consumables and services shall be as set forth herein below:

A. Definitions

For purposes of this Section VIII, the following definitions shall apply. To the extent capitalized terms are used, but are not defined, herein below, such terms shall have the definitions ascribed to them elsewhere in the Contract.

"Fixed Fee" means the \$45,000,000 lump sum fixed fee price, payable to Contractor in installments as further set forth in this Contract, covering all: (i) Contractor cost and expenses attributable to Contractor's Home Office overhead and management in connection with the Project; (ii) profit payable to Contractor in connection with the Project; and (iii) all income, revenue, rates, overtime, premium pay, taxes, benefits and expenses (including any business, travel or living expenses) in connection with Work performed by Home Office Personnel.

"Field" means any Company Work site where the pipeline is to be installed, including any and all Company controlled or provided access roads, staging areas, valve sites and compressor stations associated therewith and any Company-approved site associated with the Work including Contractor yards, Subcontractor yards, mat yards, satellite yards and pipe yards.

"Equipment Fee" means a flat fee calculated as 50% of Labor Costs payable for actual Work performed by all NPLA Personnel and Field Personnel assigned to the project.

The "NPLA" means collectively, or individually (as context requires), the effective National Pipeline Agreement between the Pipeline Contractors Association and: (i) the Laborers' International Union; and/or (ii) the International Brotherhood of Teamsters; and/or (iii) the United Association of Journeymen; and/or (iv) Apprentices of the Plumbing and Pipe Fitting Industry and the International Union of Operating Engineers. Reference to the "NPLA" also includes: (i) any written amendment(s) thereto; and/or (ii) project

specific written agreements between Contractor and the aforementioned unions which result from the “Pre-Job Conference”.

“Pre-Job Conference” means the conference which takes place between Contractor and the representatives of unions that are party to the NPLA before Work on the project begins. The purpose of such conference is to reach agreement on additional nominal project-specific benefits for NPLA Personnel.

“Labor Costs” means i) the actual wage rates and benefits paid to NPLA Personnel pursuant to the NPLA for actual Work performed, ii) the actual wages and benefits, in accordance with Exhibit 1 paid to Field Personnel for actual Work performed and iii) for both i and ii above, to the extent however not already addressed by or covered under the NPLA with respect to NPLA Personnel, fringe benefits, employee vehicle rental/pay, travel pay, per diem, fuel pay, payroll taxes and insurance in accordance with Exhibit 1 actually paid to NPLA and Field Personnel in connection with payment for actual Work.

“NPLA Personnel” means those individuals who perform Work on the project who are members of a union that is party to the NPLA and whose payroll rates (including fringes, premiums, per diem, rents, etc.) are set forth and subject to payment and modification in accordance with the NPLA.

“Home Office” means Contractor’s primary office located in Perrysburg, Ohio.

“Home Office Personnel” means Contractor direct employees and/or Agency Personnel who fall within any of the job description categories below:

Job Categories	Job Titles
Executive Management	President
	Executive Vice President
	Director, ES & H
	Chief Financial Officer
	VP Construction
	Director, Project Services
Corporate Managers	Controller
	Human Resources
	Facilities
	Equipment
	IST (Information Security & Technology)
	Project Controls
	Quality
	Contract Administration
	Business Development & Estimating
	Labor Relations

“Field Personnel” means any Contractor direct employees and/or Agency Personnel, excluding Home Office Personnel, who perform Work in the Field.

“Agency Personnel” means any individual or individuals who are hired through an agency and/or staffing agreement to supplement Contractor’s work force.

“Subcontractor” means any third party contracted by Contractor (excluding however Agency Personnel) to provide Work, services and/or equipment, materials, supplies or consumables to the Project. For the avoidance of doubt, the term “Subcontractor” includes third parties with whom Contractor has entered into leases or rental agreements for equipment, machinery and other project/ construction items.

“Specialty Equipment” means equipment not typically owned by contractors performing work similar to this Work, such as: rock-cutting bore heads, trenchers, drying units, HDD boring rigs, screening equipment (other than standard padding buckets), sheet pile drivers, modular trench-shoring systems, fusion-bond coating induction and flocking rings, mechanized welding equipment, pipe facing and counter-boring equipment, dewatering equipment, portable dams, storage tanks, vacuum-excavation units, cranes, pumps (12” and larger), and boats.

“Materials” means materials which Contractor may provide in connection with the Work such as: stone for mainline valve (“MLV”) locations, concrete, sakcrete, fencing material (post and wire), asphalt or gravel for roads, flowable fill, mulch or straw bales, sand bags, erosion control fabric, filter bags, silt fence/sock, coating materials, lime and fertilizers, warning tape, rock (used for stabilization at roads, stream banks or yards), rock shield, welding rod and wire, rod holders, mulch binder, seed, reinforcing steel, paint, tile materials, cathodic protection materials, test/cleaning/drying pigs, bentonite bags, turbidity curtains.

“Incentive Program” means the bonus program, as fully described in this Section VIII, including the incentive worksheets attached hereto, whereby Contractor is incentivized to complete all Work: (i) at or below the target budget; (ii) by or before the targeted completion date; and (iii) without (safety) incident.

“Included Equipment” means materials, equipment, supplies, tools, vehicles, machines, offices, office equipment, furnishings, communications and utilities typically owned, leased and/or provided by contractors performing work similar to this Work, such as those shown in Exhibit 2, as well as the following:

- (i) Trailers and site offices, office furnishings, office equipment, office supplies and paper products, communications and telecommunications, electronics, computers, and utilities for offices;
- (ii) Vehicles, trucks and machinery including spare and replacement parts therefor;
- (iii) Personal Protective Equipment (“PPE”), clothing and safety equipment;
- (iv) Personal computers, cameras, cellphones and communications utilized by individuals;
- (v) Tools (electric tools and mechanical tools) and hardware, including accessories, replacement parts and consumables;

- (vi) Signage, barricades, traffic control and fire extinguishers;
- (vii) Fasteners, cable, lifting accessories and lifting aids
- (viii) Route marking materials, marking equipment, paint and supplies;
- (ix) Spill kits;
- (x) Transportation and handling materials such as tie down materials, straps, banding machines and materials, crating, skids, padding for skids and dunnage;
- (xi) Holiday detectors, test meters, recorders, dead weight equipment and electronic devices;
- (xii) Equipment for cutting, sand-blasting, grinding, drilling, digging, trenching, including consumables in connection therewith;
- (xiii) Sleds for transporting equipment;
- (xiv) End caps and protective caps for pipe;
- (xv) Containers, rags, solvents and chemicals;
- (xvi) Generators;
- (xvii) Light plants; and
- (xviii) Fuel, lube and oil for vehicles, equipment and machinery.

B. Fixed Fee

The Fixed Fee is a fixed, firm negotiated amount which is neither subject to escalation nor reduction, due to: (i) changes, modifications or deviations to the proposed pipeline set forth in the Scope of Work; (ii) changes, modifications or deviations to the pipeline route itself; (iii) any increase in the quantity of tasks, any additional effort, and/or changes or modifications to the means of construction which Contractor must employ to construct or install the pipeline arising from changes, modifications or deviations to the pipeline or the pipeline route; and/or (iv) any extension of schedule arising from modifications or deviations to the pipeline or the pipeline route, or arising from reduced levels of productivity which Contractor may experience due to changes, modifications or deviations to the pipeline or the pipeline route and/or due to unexpected weather or geological conditions experienced over the course of the Project. If the "Mechanical Completion" date (refer to Section II for definition and/or description of "Mechanical Completion") extends, through no fault of Contractor, beyond April 1, 2018, the parties will agree to negotiate, in good faith, an adjustment to the amount of the Fixed Fee. Any such adjustment which may be agreed shall be commensurate and reflective of the proportioned amount of overhead and profit associated with the personnel and equipment that must remain on the Project beyond April 1, 2018.

C. Mobilization/Demobilization

Mobilization means the activities required to load, secure, transport, and deploy personnel, equipment, supplies, materials, and consumables to the Field upon receipt of written Company authorization to proceed with mobilization. Demobilization means the activities required to load, secure, transport, and return personnel, equipment, supplies, materials and consumables to Contractor / Subcontractor / Vendor owned or controlled sites following completion of Work. Mobilization and demobilization are included in the Work and compensated under the terms of this Section VIII.

Contractor shall not mobilize personnel, equipment and/or resources to the Worksite without prior express authorization from Company. Contractor assumes all costs and risk in connection with, or arising from, the mobilization of personnel, equipment and/or resources prior to receiving express Company authorization.

If Company provides written authorization for Contractor to mobilize equipment and personnel to the Worksite and commence Work and Work is thereafter delayed and/or suspended by Company, Contractor shall mitigate the costs associated with such delay or suspension by maintaining only the crews and equipment Company deems necessary to keep on site and/or on stand-by.

If Contractor incurs costs and expenses prior to the commencement of Work at the Worksite, due to delay/ suspension by Company after Company authorizes Contractor mobilization to the Worksite, and Company responsibility for such costs and expenses is established under the Contract, then Contractor shall account for and invoice Company for such costs of delay/ suspension: (i) in accordance with the rates set forth in this Section VIII; and (ii) separate and apart from invoices for Work. The total of all such costs and expenses, while constituting a portion of the "total compensation" payable to Contractor pursuant to the Contract, shall not cause an adjustment to the "total compensation" for purposes of determining the target budget associated with the "Incentive Program."

D. Labor

Compensation for labor, including manual labor, professional services, management, supervision, and/or consultation, shall be paid for actual Work performed in accordance with this subsection "D".

Contractor shall not allow any NPLA Personnel or Field Personnel to perform Work on a Sunday or Company-recognized holiday without prior Company express approval. To the extent any such Work is performed without prior Company express approval, Company shall only be liable to Contractor for straight time rates with respect to such Work.

1. NPLA Personnel. Compensation for Work performed by NPLA Personnel shall be paid in accordance with the actual wages and benefits paid to NPLA Personnel as set forth in the current NPLA, as evidenced in Exhibit 3.
2. Field Personnel. Compensation for Work performed by Field Personnel shall be paid in accordance with the actual wages and benefits paid to Field Personnel as set forth in Exhibit 1.

A. "Key Personnel" means the Contractor personnel set forth in the table below. Key Personnel shall be provided and maintained in the positions set forth in the table below for the duration of the work and shall not be replaced or transferred without the prior approval of Company. Any replacement approved by Company shall support the person being replaced for a reasonable handover period as Contractor's cost.

B. The superintendent identified as Key Personnel below shall be dedicated solely to the Work from “Notice of Begin Mobilization of Crew and Equipment” until final completion. Removal or re-assignment of the superintendent without Company approval shall be a material breach of Contract.

C. Contractor shall not assign any individual to any position identified as Key Personnel below who is not competent, properly qualified, trained, knowledgeable, skilled and experienced to perform such part of the Work in accordance with prudent industry practice and in a safe and environmentally sound manner. Company shall have the right to reject any person provided for performance of any part of the Work if Company considers such person as being unqualified to perform such part of the Work. Contractor shall remove from the Work and/or the Worksite, upon request by Company, any person: (i) who is not qualified or competent to perform the Work; (ii) who performs Work in an unsafe manner; and/or (iii) whose interests are prejudicial or adverse to Company’s.

D. To the extent Key Personnel are not identified in the table below, Contractor shall, sixty (60) days prior to the Milestone Date of “Begin Mobilization of Crew and Equipment” , submit candidates for such roles for Company to approve. Once approved by Company, said candidates shall automatically be added to the list of Key Personnel below and incorporated into the Contract.

Key Personnel

POSITION	NAME
Superintendent	Rob Seebeck Art Gavlock Gerald Hill Kevin Ekleberry Gary Gavlock
Project Manager	TBD
Environmental Coordinator	TBD
Project Safety Manager	TBD

3. Home Office Personnel. Subject to paragraph 4 of this subsection D covering “Pre-Mobilization”, the Fixed Fee covers all cost and expense and all compensation due and payable to Contractor in connection with Work performed by Home Office Personnel.
4. Pre-Mobilization. Between the effective date of the Contract and the date Company issues authorization for Contractor to mobilize, Company shall compensate Contractor for any Work performed by Home Office Personnel who are categorized as “Corporate Managers” (refer to definition of “Home

Office Personnel”) in accordance with the actual hourly wages and benefits paid to such individual and actual travel expenses in accordance with subsection G below. Thereafter, compensation for Work performed by any such individuals shall be included and accounted for under the Fixed Fee. Contractor shall not perform any Pre-Mobilization Work without pre-authorization from Company. When invoicing for Pre-Mobilization Work, Contractor shall substantiate actual hourly wages, benefits, and expenses with time sheets and pay stubs.

Company shall pay no Equipment Fee in connection with Work performed prior to mobilization.

5. Subcontractors. Compensation for actual Work performed by Subcontractors shall be invoiced and paid in accordance with actual amounts CIF (costs including freight and taxes) invoiced by any such Subcontractors. When invoicing in advance for Work to be performed by Subcontractors, Contractor shall include a copy of the purchase order and/or good faith estimate provided by Subcontractor(s) with Contractor invoices. After Subcontractor Work is performed, Contractor shall, with Contractor’s next submission of monthly invoices, include copies of original invoices from Subcontractors for Work actually completed. To the extent the original invoice amount exceeds the amount paid by Company to Contractor pursuant to purchase orders or good faith estimates, Contractor shall be entitled to an equitable adjustment equal to the amount Company underpaid for such Work performed. To the extent the original invoice amount is less than the amount paid by Company to Contractor pursuant to purchase orders or good faith estimates, Company shall be entitled to a refund equal to the amount Company overpaid for such Work performed. Contractor shall ensure that all Subcontractor invoices clearly indicate: Contractor’s name, the Project name, the Project owner name, the Work order number (1161503), the dates Work was performed or delivered, the location(s) where Work was performed or delivered, the units of Work performed or delivered, the relevant spread number and the price for Work performed or delivered. Contractor shall further ensure that Subcontractor invoices for Work related to this Contract shall not be commingled with other work which Subcontractor may have performed for Contractor on other projects. Contractor must obtain express approval from Company before allowing any Subcontractor to provide more than \$1 Million in Work, in the aggregate, to the Project. Any Work provided by a Subcontractor in excess of \$1 million, and without the prior express approval of such Subcontractor by Company, is provided at Contractor’s sole risk and expense.

With respect to the scope of Work Contractor is required to perform pursuant to this Contract and/or under any change order to this Contract for extra work, Contractor shall not subcontract or outsource the following scopes of work to a third party:

- (i) project management (including planning, scheduling and reporting);

- (ii) field supervision;
- (iii) procurement and project controls (including, but not limited to: bidding of work, issuance of Subcontracts and management of Subcontractors and vendors);
- (iv) Mainline production, including grading, welding, and backfilling excavation required for pipeline installation;

With respect to Work which Contractor is authorized to subcontract pursuant to this Contract, before Contractor allows any subcontractor to perform or invoice for Work which, or enters into a commitment with a Subcontractor to perform work which, in the aggregate, exceeds \$3,000,000, Contractor will competitively bid such Work to no fewer than three (3) subcontractors. Prior to bidding any such Work, Contractor shall obtain Company's written approval of the subcontractors to be included in such bid. After bidding, but prior to awarding Work, Contractor shall obtain Company's written approval of Contractor's recommendation with respect to Subcontractor selection. Company shall have the right, at any time, to review original bids submitted to, and bid tabs maintained by Contractor. Violation of this provision shall be cause for termination of the Contract. To the extent Contractor Subcontracts in violation of this provision, Contractor assumes all liability for costs in connection with such Subcontract(s).

Notwithstanding anything to the contrary contained in this Contract, Company shall not be obligated to make any payment to Contractor under this Contract, if any due (nor obligated to make further payment to Contractor to the extent Company has already prepaid in whole or in part for Work to be provided by Contractor), until Contractor has delivered to Company lien release(s).

Unless otherwise agreed in writing by Company after the effective date of this Contract, Contractor shall ensure that all Subcontracts, entered into by Contractor in connection with the Work, shall contain provisions which limit costs and expenses and require Subcontractor to mitigate costs, expenses and losses if the project or the Work is delayed and/or cancelled. Specifically, Subcontracts shall contain provisions which:

1. entitle Subcontractor to demonstrable and substantiated costs and expenses incurred, but only for Work completed in accordance with written Work specifications up through the date of cancellation, but in no event shall such costs and expenses exceed the agreed purchase price of the Work set forth in the Subcontract;
2. require Subcontractor, at Company's option, to either: (a) release and allow Company to take delivery of, and have clear title to, all Work and materials

- which Subcontractor receives payment for, or (b) mitigate the cost and expense of cancellation by selling or re-using Work and material on other projects;
3. prevent Subcontractor from charging or collecting cancellation fees, termination fees, penalties and/or liquidated damages in connection with cancellation;
 4. prevent Subcontractor from claiming entitlement to consequential and/or economic or expectation damages or missed opportunities in connection with delay or cancellation;
 5. prevent Subcontractor from charging or collecting re-stocking fees and/or stand-by for personnel or equipment in connection with delay or cancellation;
 6. prevent Subcontractor from recovering costs, expenses and/or prices of Work not performed;
 7. prevent Subcontractor for recovering costs and expenses for non-Work related items, materials or services;
 8. prevent Subcontractor from charging more than the rates and prices specified in the Subcontract for completing Work;
 9. prevent escalation of the prices and rates set forth in a Subcontract; and
 10. set forth the overall agreed purchase price for the Work under the Subcontract.

CONTRACTOR RELEASES COMPANY AND SHALL DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL DEMANDS OR CLAIMS FOR ANY COSTS, EXPENSES OR AMOUNTS TO THE EXTENT SUCH COSTS, EXPENSES OR AMOUNTS ARISE FROM SUBCONTRACTS AND ARE DISALLOWED OR PREVENTED UNDER PROVISIONS 1 THROUGH 10 ABOVE.

E. Equipment, Materials, Supplies and Consumables

Compensation for Contractor-provided equipment, materials, supplies and/or consumables shall be paid in accordance with this subsection "E".

1. Equipment Fee. Contractor shall provide and supply all Included Equipment in connection with the Work. The Equipment Fee shall cover the cost, expense, overhead, profit and all compensation due and payable to Contractor in connection with the provision and supply of Included Equipment.
2. Specialty Equipment. Contractor shall invoice and Company shall pay for Specialty Equipment at actual cost on a CIF (cost including freight and all taxes) reimbursable basis.
3. Materials. Contractor shall invoice and Company shall pay for Materials at actual cost on a CIF (cost including freight and all taxes) reimbursable basis.

4. Timber Mats. The rate for timber mats shall be the actual costs associated with a timber mat lease agreement, as procured on a competitive bid and fit-for-purpose basis.

F. Living and Travel Expenses

Reimbursement for living and travel expenses shall be paid in accordance with this subsection "F" subject to subsection "G."

1. NPLA Personnel and Field Personnel. NPLA Personnel and Field Personnel who must temporarily relocate to the Field in connection with the performance of Work shall be paid a per diem in lieu of actual expenses as a part of Labor Costs. Travel expenses shall be paid to NPLA Personnel and Field Personnel as part of Labor Costs.
2. Home Office Personnel. Except as otherwise specifically set forth herein, the Fixed Fee covers all expenses for living and travel which may be incurred by Home Office Personnel in connection with Work performed.
3. Subcontractors. Living and travel expenses incurred by Subcontractors in connection with Work performed by Subcontractors shall be invoiced and paid in accordance with actual expenses incurred by any such Subcontractors.

G. Living and Travel Expense and Per Diem Guidelines

This subsection outlines the living and travel expenses reimbursable by Company for Contractor/ Subcontractor personnel who are living and traveling in direct connection with the Work to the extent such living and travel expenses are not covered by per diem paid to any such personnel.

1. Vehicle Rental. Company shall reimburse the actual rental cost of a rental vehicle used in connection with the performance of Work in the Field. Company shall not pay mileage with respect to rental vehicles. Company shall not pay for rental of luxury vehicles nor shall Company pay rental charges associated with personal use of a rental vehicle. Contractor shall not be entitled to rental costs for vehicles covered by the Equipment Fee.
2. Airfare. Company shall reimburse the actual cost of a roundtrip coach ticket for Contractor personnel who travel by air to the Field. Contractor shall receive reimbursement for one such roundtrip ticket for such personnel who travel by air and who are assigned to the Project and required to remain in the Field over the Project duration. Costs of coach roundtrip airfare for Subcontractors shall be reimbursed on an as-need basis when and if travel by air occurs. Air travel by Subcontractors must be expressly approved by Company before any such costs or expenses are incurred. Personnel who travel by air may, in addition to billing for airfare, bill for the actual time such personnel spend traveling to and

from the Field up to a maximum of eight (8) hours for travel to the Field and eight (8) hours for return travel from the Field. Air travel by Home Office Personnel and/or air travel by family members, spouses and friends of Contractor / Subcontractor personnel is not reimbursable.

3. Meals. Company shall reimburse the actual cost of meals while Work is performed in the Field. Purchases of alcoholic beverages are not reimbursable. Meals consumed by family members, spouses and friends of Contractor / Subcontractor personnel are not reimbursable. In no event may Contractor invoice for or receive reimbursement for more than \$75/ day for meal expenses.
4. Lodging. Company shall reimburse the actual cost of lodging for personnel who are required to remain over night near the Field site. Personal use of accommodations (e.g. extended stays beyond date when Work is completed and/or arrival before date when Work is scheduled to begin) is not reimbursable. Room charges for phone calls, movies or purchases from refrigerators located in rooms are not reimbursable.
5. Per Diem. To the extent personnel are entitled to per diem hereunder, per diem shall be paid in accordance with Contractor's applicable per diem rates set forth in Exhibit 1.

H. Miscellaneous

The current NPLA is incorporated hereto, in its entirety, as set forth in Exhibit 3. The list of benefits which may apply to personnel who are paid pursuant to the NPLA are defined and set forth in Exhibit 4.

Company shall have the right to review any Pre-Job Conference agreement.

Exhibits 1 through 7 are incorporated into this Section VIII.

Contractor shall not be entitled to mark-up on Subcontractor invoices and/or invoices for services, goods, Specialty Equipment nor Materials.

I. Incentive Program

The Incentive Program is based on the following dates and budgets:

Mechanical Completion date of October 6, 2017; and

Final construction cost (i.e. total compensation payable under the Contract to Contractor for all time and material Work, reimbursable Work, unit rate Work and Fixed Fees, collectively) of US\$335,000,000. This final construction cost includes compensation payable in connection

with Work scope items performed up through final completion, as opposed to compensation payable to achieve Mechanical Completion only.

The Incentive Program is further described, by way of example, in the attached worksheets. Said worksheets illustrate:

- (i) The incentive payable to Contractor if Contractor completes the Work on time (in accordance with any schedule allowances for Mechanical Completion set forth in the worksheet). See Exhibit 5 hereto;
- (ii) One possible incentive payable to Contractor if Contractor completes the Work ahead of schedule and below the \$335,000,000 budget. See Exhibit 6 hereto;
- (iii) One possible incentive (or “disincentive”) for which Contractor becomes liable should Contractor complete the Work behind schedule (in accordance with any schedule allowances for Mechanical Completion set forth in the worksheet) and exceed the budget of \$335,000,000. See Exhibit 7 hereto;

The exhibits above depict only three of many possible incentive/disincentive scenarios. Further the scenarios illustrated in the exhibits all assume “no impact” from negative safety incidents.

Contractor shall not request, and Company shall not pay, any bonus earned under the Incentive Program unless or until Contractor achieves final completion of all Work under the Contract. Once all Work is finally complete, Contractor may submit a payment application for amounts due under the Incentive Program.

If it becomes apparent to Company that Contractor will incur liability to Company under the Incentive Program (i.e. Contractor misses Mechanical Completion Date, Contractor runs over budget before Work is complete and/or safety incidents occur), Company may withhold such amount(s) from amounts payable for Work performed to cover Contractor’s potential liability to Company under the Incentive Program.

Article 3. Execution Plan

In conjunction with Company, Contractor shall develop an execution plan that shall include a Project cost estimate, construction schedule, and resource loading chart for the purpose of tracking the Contractor’s planned expenditures versus actual expenditures through the course of the project. Contractor shall submit the execution plan to Company for review and approval within forty-five (45) days of the effective date of the Contract. Once approved by Company, the execution plan shall be automatically incorporated into the Contract. Thereafter, any modifications to the execution plan shall require Company’s written approval.

Article 4. Contractor Key Personnel

Contractor Key Personnel and Subcontractors that will be responsible for the performance of the Work, shall be jointly developed and agreed to by Company and Contractor.

Article 5. Key Milestone Performance Dates

Key Milestones	Start Date	End Date
Pre-Construction Meeting	TBD	
Begin Mobilization of Crew and Equipment	TBD	
Environmental/Safety Training Session	TBD	
Start Construction / NTP	02/01/17 Hand-Felling Trees 03/01/17 Full Mobilization	
Critical Tie-In Dates	TBD	
(Special Needs: i.e., Abandonment, Defect Repairs, Recoating, etc.)		
Mechanical Completion		10/06/17
Complete Final Clean-Up		
Demobilization Complete		

Contractor understands and confirms Company's reliance upon its promise and agreement to abide by these key milestone performance dates.

Contractor agrees that if Contractor is advised by Company of a planned outage, maintenance activity or pipeline expansion plan on any part of Company's system, Contractor shall keep such information absolutely **CONFIDENTIAL** and shall not under any circumstances provide such information to any other party or individuals (except for Contractor's employees with a need to know).

Article 6. Contractor's Schedule

Contractor's detailed schedule that incorporates the key milestone dates as referenced in Article 5 shall be made part of this Contract.

EXHIBIT B

AFFIDAVIT OF EVAN KIRCHEN

STATE OF TEXAS)
) ss:
COUNTY OF HARRIS)

I, Evan Kirchen, being of lawful age and having duly sworn upon oath, state as follows:

1. I have personal knowledge of the facts set forth herein and would testify consistently with this Affidavit if called upon to do so at a hearing or trial.
2. I am Vice President of Engineering Services – Atlantic Gulf for Transcontinental Gas Pipe Line Company, LLC (“Transco”).
3. On August 10, 2016, Transco entered into a construction contract (“the Contract”) with Welded Construction, L.P. (“Welded”).
4. Under the Contract, Welded agreed to construct certain segments, or spreads, of Transco’s pipeline system as part of the Atlantic Sunrise (“ASR”) Project, a pipeline construction project intended to connect producing regions in northeastern Pennsylvania to markets in the Mid-Atlantic and southeastern states.
5. Initially, the Contract set a “final construction cost” of \$335,000,000.00, which was to be the total compensation payable under the Contract to Welded for time and material Work, reimbursable Work, unit rate Work, and Fixed Fees.
6. However, on a number of occasions, Welded advised Transco that Welded anticipated costs beyond what it initially estimated.
7. Ultimately, the parties agreed to amend the Contract to provide for a “final construction cost” of \$454,500,000.00.
8. Despite the significant increase in the final construction cost, Welded continued to request compensation beyond the construction costs anticipated.

**EXHIBIT
B**

9. Transco voiced its concerns to Welded over Welded's apparent inability to control its construction costs, and Transco also deemed it necessary to audit those costs.

10. By early October 2018, Welded had submitted invoices or "cash calls" to Transco totaling close to \$740,000,000.00, or more than \$285,000,000.00 beyond the amended "final construction cost."

11. Based on its audit of Welded's invoices and costs through just July, 2018, Transco discovered in excess of \$20,000,000.00 overbilled by Welded contrary to the terms of the Contract.

12. Transco advised Welded of its dispute regarding Welded's overbilling and of Transco's intent to recover the overpayments.

13. Just prior to filing for bankruptcy on October 22, 2018, Welded advised Transco of its intent to file for bankruptcy.

14. With work on the ASR Project ongoing, Welded threatened to stop performing work on the ASR Project in the absence of a pre-funded payment from Transco for work for the week of October 22, 2018.

15. Notwithstanding Transco's belief that Welded owed Transco substantial funds for improper invoicing and reconciliation, Transco worked with Welded over the weekend of October 20-21, 2018, to quickly find a solution that would keep Welded working pursuant to the Contract in connection with Post-Petition work.

16. Subject to the entry of an order by the Bankruptcy Court, Transco executed a commitment letter ("First Commitment Letter") agreeing to provide a pre-funded payment to Welded for Post-Petition work under the Contract between October 22, 2018 and October 29, 2018.

17. Pursuant to the First Commitment Letter and an order of the Bankruptcy Court approving the First Commitment Letter, Transco provided funding for Post-Petition work in the amount of \$4,600,000.00.

18. Consistent with its pre-existing obligations under the Contract, Welded was expected to continue to coordinate proper payments, including payment for equipment costs, to third parties.

19. As Welded neared the end of the first week of Post-Petition work, Welded sought an additional pre-funded payment for the following week.

20. Welded provided Transco a second week estimate for its labor and equipment cost in the amount of \$1,800,000.00.

21. Rather than have Welded continue to make payments to third parties for work on the ASR Project pursuant to the Contract, Transco and Welded agreed that Transco would directly pay all subcontractors, service providers, and vendors for the second week of Post-Petition work, including equipment costs of third parties.

22. However, because Transco was already paying Welded for Included Equipment, in the amount of 50% of Labor Costs payable for actual Work performed under the Contract, Transco did not want to also receive invoices from subcontractors, services providers, and vendors who would be providing Included Equipment.

23. Transco therefore took caution to confirm with Welded that the payment to Welded for its "equipment costs" would cover the same "Included Equipment" in the Contract.

24. In response, Welded confirmed that it deemed its "equipment costs" to be the same as "Included Equipment" under the Contract.

25. Subject to the entry of an order by the Bankruptcy Court, Transco executed another commitment letter ("Second Commitment Letter") agreeing to provide a pre-funded payment to Welded for Post-Petition work under the Contract between October 30, 2018 and November 4, 2018.

26. Pursuant to the Second Commitment Letter and an order of the Bankruptcy Court approving the Second Commitment Letter, Transco provided funding for Post-Petition work in the amount of \$1,800,000.00.

27. Subject to the entry of an order by the Bankruptcy Court, Transco subsequently executed another commitment letter ("Third Commitment Letter") agreeing to provide a pre-funded payment to Welded for Post-Petition work under the Contract between November 5, 2018, and December 8, 2018.

28. Pursuant to the Third Commitment Letter and an order of the Bankruptcy Court approving the Third Commitment Letter, Transco provided funding for Post-Petition work in the amount of \$1,650,000.00.

29. Under the terms of the Third Commitment Letter and the Bankruptcy Court's order approving the Third Commitment Letter, Welded was required to provide Transco with a full and complete reconciliation accounting for all funds provided by Transco to Welded for Post-Petition work by December 21, 2018.

30. As the deadline for Welded to provide reconciliation to Transco of the funds and costs for Post-Petition work approached, Welded claimed that it was unable to meet the December 21, 2018 deadline.

31. Welded requested accommodation from Transco by an agreed extension of time to provide its reconciliation until January 15, 2019.

32. With the expectation that Welded would make proper application and reconciliation of the funds for Post-Petition work, and would immediately refund any remaining funds per the Bankruptcy Court's order, Transco agreed to an extension of time for the reconciliation by no later than January 15, 2019.

33. Despite its agreement, Welded did not provide its reconciliation until January 17, 2019.


34. As contemplated by the Bankruptcy Court's orders, Transco undertook to review and audit Welded's costs to determine the validity of Welded's reconciliation.

35. As a result of its review and audit of Welded's costs, Transco determined that it is owed a refund of funds provided for Post-Petition work in the amount of \$2,269,279.48.

36. Transco has properly requested a refund from Welded, but Welded has refused Transco's request.

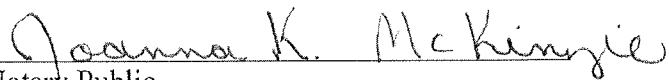
37. Consistent with the deadline set by the Bankruptcy Court, Transco filed its administrative claims against Welded on April 26, 2019, for matters related to the parties' Post-Petition claims under the Contract.

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



Evan Kirchen

Subscribed and sworn to before me this 3rd day of July, 2019



Notary Public

My Commission No.:

124834581

My Commission Expires:

2-15-2023
(SEAL)

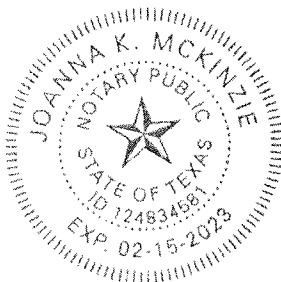


EXHIBIT C

Not Directing (I) the Debtors to Pay Certain Prepetition Claims, Conditioned upon Prior Customer Payment, (II) The Debtors to Honor Customer Obligations, (III) the Debtors to Implement Control Procedures for Customer Project Funding and Completion, and (IV) Granting Related Relief (the “**Customer Programs Motion**”) and the declaration of Stephen D. Hawkins submitted in connection with the Customer Programs Motion (the “**Hawkins Declaration**”); and it appearing from the First Day Declaration, the Customer Programs Motion, the Hawkins Declaration, and the record of the October [23], 2018 hearing in these chapter 11 cases that the Commitment Letter and the relief provided for herein is in the best interest of the Debtors, their estates, and their creditors, and an appropriate exercise of the Debtors’ business judgment; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Commitment Letter is approved, and the terms and conditions of the Commitment Letter are incorporated into this Order as if fully set forth herein. Notwithstanding anything to the contrary in the Commitment Letter, the amount of the Estimated Prepayment shall be \$4,600,000, which payment shall be made to the Debtors by wire transfer of immediately available funds as soon as reasonably practicable after the entry of this Order and in any event not later than one (1) business day following the date of the entry of this Order.

2. Notwithstanding any language in any order authorizing and approving post-petition financing in these chapter 11 cases, the funds provided by Transco under the Commitment Letter (the “**Transco Funds**”) shall be free of and not encumbered by any liens or claims under any such financing or any other liens or claims of any other party. Unless otherwise agreed to in writing by Transco, the Transco Funds shall be used by the Debtors solely

to fund the Atlantic Sunrise Pipeline project for the period from October 22, 2018 through and including October 28, 2018.

3. The Commitment Letter shall be valid and enforceable against any trustee appointed in the chapter 11 cases, upon the conversion of any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “**Successor Cases**”), or upon the dismissal of any of the chapter 11 cases or Successor Cases.

4. Except as may be expressly set forth in the Commitment Letter, nothing in this Order, nor as a result of any payment made pursuant to this Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code, or an admission as to the validity of any claim against the Debtors and their estates in these chapter 11 cases; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; or (c) shall be construed as a promise to pay a claim.

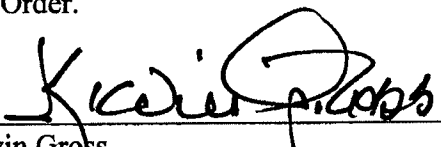
5. The provisions of this Order shall be binding upon and inure to the benefit of Transco and the Debtors and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these chapter 11 cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 case.

6. The Debtors are authorized to execute and deliver such other instruments or documents and take such other action as may be necessary or appropriate to implement and effectuate the relief granted by this Order.

7. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary: (a) this Order shall be effective immediately and enforceable upon its entry; (b) the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this order; and (c) the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action necessary or appropriate to implement this Order.

8. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: October 23, 2018
Wilmington, Delaware



Kevin Gross
United States Bankruptcy Judge

EXHIBIT 1

Commitment Letter



GAS PIPELINE — TRANSCO

2800 Post Oak Boulevard (77056) -or-
P.O. Box 1396
Houston, Texas 77251-1395

October 21, 2018

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551
Attention: Mr. Stephen Hawkins

Re: Williams Atlantic Sunrise – Interim Go Forward Work Structure with Welded
(Spreads 5, 6, and 7) (Revision 1)

Steve,

This morning, Transcontinental Gas Pipe Line Company, LLC ("Transco"), Welded Construction, LP ("Welded") and the surety of performance ("Chubb") and payment bond no. 8219-24-58 (issued in connection with the work, material and labor to be provided on Transco's Atlantic Sunrise – Spreads 5, 6, and 7, or the "Project") met via phone conference to discuss a path forward for continuing the work under Transco-Welded contract 2016-0001 (the "Contract") between October 22, 2018 and October 29, 2018.

During the phone call Welded indicated its plans to file for Chapter 11 bankruptcy protection in federal court in Delaware on October 22, 2018. Welded also requested pre-payment to cover Welded's internal costs and expenses of providing work, as well as Welded third-party subcontractor, vendor, materialmen, and supplier costs, expenses, profit and invoices for work, labor, material, and rentals (currently estimated to be \$5,000,000) (the "Estimated Prepayment"). Subject to the conditions below, Transco will make the Estimated Prepayment on October 23, 2018 immediately upon the entry of an agreeable order as set forth below.

The payment is for the benefit of the Project only and to be applied only to costs incurred during the time period stated above. Said amount is not to be construed as payment for, or payment which can be used for, payment of past due amounts owed by Welded in arrears, or payment of amounts Welded owes in connection with work performed for Welded's other clients. The pre-payment will be subject to a true up at the end of the week; in the event there is a remainder, that amount will be used for future work on the Project.

If Welded uses any portion of payment to pay past due amounts owed to its subcontractors, vendors, or suppliers, or debts or work associated with projects for other clients and, as a result, short pay invoices due on the Project, such short paid subcontractors, vendors, or suppliers would be protected under the payment bond provided in connection with the Project. Further, Transco is not compromising its ability to enforce the Project bond with respect to amounts Welded subcontractors, vendors, or suppliers may claim in relation to work previously performed or materials or equipment previously provided.

Finally, Transco's payment is subject to the entry of a mutually agreeable order by the bankruptcy court approving Transco's pre-payment as described above or the execution of a mutually agreeable Customer Project Completion Agreement. Thank you for sending the draft Customer Project Completion Agreement and proposed Order. We will have comments back to you as soon as reasonably possible.

We will send this same information on letterhead as soon as we can; it may be first thing tomorrow morning.

A handwritten signature in black ink, appearing to read 'E. Kirchen'.

Evan Kirchen
Vice President of Project Execution – Atlantic Gulf
Transcontinental Gas Pipe Line Company, LLC

EXHIBIT D

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

In re:)	
)	Chapter 11
WELDED CONSTRUCTION, L.P., <i>et al.</i> , ¹)	Case No. 18-12378 (KG)
)	
Debtors.)	(Jointly Administered)
)	Ref. Docket Nos. 12, 13, 45 & 110

**ORDER APPROVING SECOND COMMITMENT LETTER FROM
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**

Upon consideration of that certain second commitment letter from Transcontinental Gas Pipe Line Company, LLC (“**Transco**”), covering the period October 30, 2018 to November 4, 2018 and attached hereto as **Exhibit 1** (the “**Commitment Letter**”);² and due and proper notice of the Commitment Letter and the request of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of this Order having been given under the circumstances; and it appearing that the Court has jurisdiction to consider the Commitment Letter and enter this Order in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having considered the *Declaration of Frank Pometti in Support of Debtors’ Chapter 11 Petitions and First-Day Motions* (the “**First Day Declaration**”), the *Debtors’ Motion for Entry of an Order, Pursuant to Sections 105(a), 363(b), 503(b)(1)*,

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Commitment Letter.

1107(a) and 1108 of the Bankruptcy Code, Authorizing, But Not Directing (I) the Debtors to Pay Certain Prepetition Claims, Conditioned upon Prior Customer Payment, (II) The Debtors to Honor Customer Obligations, (III) the Debtors to Implement Control Procedures for Customer Project Funding and Completion, and (IV) Granting Related Relief (the “**Customer Programs Motion**”) and the declaration of Stephen D. Hawkins submitted in connection with the Customer Programs Motion (the “**Hawkins Declaration**”); and it appearing from the First Day Declaration, the Customer Programs Motion, the Hawkins Declaration, the record of the October 23, 2018 hearing in these chapter 11 cases, and the terms of the Commitment Letter that the Commitment Letter and the relief provided for herein is in the best interest of the Debtors, their estates, and their creditors, and an appropriate exercise of the Debtors’ business judgment; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Commitment Letter is approved, and the terms and conditions of the Commitment Letter are incorporated into this Order as if fully set forth herein. The Estimated Prepayment of \$1,800,000 shall be made to the Debtors by wire transfer of immediately available funds as soon as reasonably practicable after the entry of this Order and in any event not later than one (1) business day following the date of the entry of this Order.

2. Notwithstanding any language in any order authorizing and approving post-petition financing in these chapter 11 cases, the funds provided by Transco under the Commitment Letter (the “**Transco Funds**”) shall be free of and not encumbered by any liens or claims under any such financing or any other liens or claims of any other party. Unless otherwise agreed to in writing by Transco, the Transco Funds shall be used by the Debtors solely

to fund the Atlantic Sunrise Pipeline project for the period from October 30, 2018 through and including November 4, 2018.

3. The Commitment Letter shall be valid and enforceable against any trustee appointed in the chapter 11 cases, upon the conversion of any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “**Successor Cases**”), or upon the dismissal of any of the chapter 11 cases or Successor Cases.

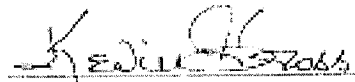
4. Except as may be expressly set forth in the Commitment Letter, nothing in this Order, nor as a result of any payment made pursuant to this Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code, or an admission as to the validity of any claim against the Debtors and their estates in these chapter 11 cases; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; or (c) shall be construed as a promise to pay a claim.

5. The provisions of this Order shall be binding upon and inure to the benefit of Transco and the Debtors and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these chapter 11 cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 case.

6. The Debtors are authorized to execute and deliver such other instruments or documents and take such other action as may be necessary or appropriate to implement and effectuate the relief granted by this Order.

7. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary: (a) this Order shall be effective immediately and enforceable upon its entry; (b) the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this order; and (c) the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action necessary or appropriate to implement this Order.

8. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.



KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Commitment Letter



GAS PIPELINE — TRANSCO

2800 Post Oak Boulevard (77056) -or-
P.O. Box 1396
Houston, Texas 77251-1395

October 28, 2018

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551
Attention: Mr. Stephen Hawkins

Re: Williams Atlantic Sunrise – Interim Go Forward Work Structure with Welded (Spreads 5, 6, and 7) (Revision 2)

On October 20, 2018, Transcontinental Gas Pipe Line Company, LLC (“Transco”) and Welded Construction, LP (“Welded”) executed, and the Bankruptcy Court later approved, a Commitment Letter pursuant to which Transco prepaid \$4,600,000 for continuing the work under Transco-Welded contract 2016-0001 (the “Contract”) between October 22, 2018 and October 29, 2018 (First Commitment Letter). Transco and Welded now wish to address in the Second Commitment Letter (1) the funding of work between October 30, 2018 and November 4, 2018 (Week 2 Contract Work); and (2) the payment of accrued and unpaid pre-petition union dues and benefits that have or will become due and owing on or prior to November 4, 2018 (“Union Dues”).

Week 2 Contract Work:

After the court approval described below, Transco shall:

- (i) Pay \$1,800,000 to the Debtors operating account as a prepayment for the forecast for all labor and equipment costs (for Included Equipment) attributable to the Week 2 Contract Work (Week 2 Contract Prepayment), and
- (ii) directly pay all subcontractors, service providers and vendors attributable to the Week 2 Contract Work (but only to the extent not otherwise included in “equipment costs”). Welded and Transco will cooperate to identify the subcontractors, service providers and vendors necessary for the Week 2 Contract Work. To the extent of a dispute regarding whether the subcontractors, service providers or vendors were necessary for the Week 2 Contract Work, the Bankruptcy Court will resolve the dispute.

Transco will make the Week 2 Contract Prepayment promptly upon the entry of an agreeable order as set forth below, substantially in the form of order approving the First Commitment Letter.

The payment is for the benefit of the Project only and to be applied only to costs incurred during the time period stated above. Said amount is not to be construed as payment for, or payment which can be used for, payment of past due amounts owed by Welded in arrears, or payment of amounts Welded owes in connection with work performed for Welded's other clients. The pre-payment will be subject to a true up at the end of the week; in the event there is a remainder, that amount will be used for future work on the Project.

If Welded uses any portion of payment to pay past due amounts owed to its subcontractors, vendors, or suppliers, or debts or work associated with projects for other clients and, as a result, short pay invoices due on the Project, such short paid subcontractors, vendors, or suppliers would be protected under the payment bond provided in connection with the Project. Further, Transco is not compromising its ability to enforce the Project bond with respect to amounts Welded subcontractors, vendors, or suppliers may claim in relation to work previously performed or materials or equipment previously provided.

Union Dues:

Transco shall fund the following accrued and unpaid pre-petition Union dues and benefits (total of \$1,141,870.53):

Amount	Union	Due
\$63,063.44	PIBF - Welders/Helpers	10/23/2018
\$14,095.62	PIBF - Welders/Helpers	10/30/2018
\$1,064,152.27	IUOBEN - Operators	10/30/2018

Prior to payment of the Union Dues, Transco may perform due diligence to reasonably affirm that these amounts that have been incurred in connection with and only for the benefit of the Project. To that end, Transco and the surety Chubb may speak directly with the Unions to diligence the Union Dues and to assure the unions that such amounts will be satisfied to help assure that workers will continue to work on the Project, but subject to the agreement that a representative of the Debtors will participate in any such communications.

The Union Dues payment is without prejudice to the rights, remedies and defenses of Transco to assert that such payments were already paid based on an earlier Project invoice from Welded. To the extent there is a dispute as to whether the Union Dues are on account of the Project, the Bankruptcy Court shall resolve the dispute

Finally, Transco's payment of the Union Dues and the Week 2 Contract Prepayment are subject to the entry of a mutually agreeable order by the bankruptcy court approving this Second Commitment Letter and the payments contemplated herein.

Regards,



Evan Kirchen
Vice President of Project Execution – Atlantic Gulf
Transcontinental Gas Pipe Line Company, LLC

Acknowledged and agreed:



Stephen Hawkins
CEO
Welded Construction, L.P.

EXHIBIT E

John Heil

From: Frank Pometti <FPometti@zolfocooper.com>
Sent: Sunday, October 28, 2018 4:51 PM
To: Edmonds, Mary
Cc: Sam Poteet; Steve Soule; Rucki, Justin; Michael Collins; Mary LeVan; John Heil; Goebel, Jeffry; Stephen D. Hawkins (Steve); Poarch, John; Kirchen, Evan; Springer, R Chris; Beach, Sean
Subject: [EXTERNAL] RE: Williams Second Commitment Letter terms

See below:

Frank Pometti | Managing Director | Zolfo Cooper
Grace Building | 1114 Avenue of the Americas, 41st Floor, New York, NY 10036
t: +1 212 561 4118 | c: +1 917 340 3719 | e: fpometti@zolfocooper.com

From: Edmonds, Mary <Mary.Edmonds@Williams.com>
Sent: Sunday, October 28, 2018 5:39 PM
To: Frank Pometti <FPometti@zolfocooper.com>
Cc: Sam Poteet <SPOTEET@manierherod.com>; SSoule@HallEstill.com; Rucki, Justin <JRucki@ycst.com>; Michael Collins <mcollins@manierherod.com>; Mary LeVan <MLEVAN@manierherod.com>; JHeil@HallEstill.com; Goebel, Jeffry <Jeffry.Goebel@Williams.com>; Stephen D. Hawkins (Steve) <sdhawkins@welded.com>; Poarch, John <John.Poarch@williams.com>; Kirchen, Evan <Evan.Kirchen@williams.com>; Springer, R Chris <R.Chris.Springer@Williams.com>; Beach, Sean <SBEACH@ycst.com>
Subject: Williams Second Commitment Letter terms

Frank, we are trying to move quickly. Please answer my questions (*in italics*). I am working on a letter now with the terms below.

Second Commitment Letter terms:

- 1) Term – October 30 – Nov 4, 2018 *[still working this out - current Commitment Letter goes through Oct 29; need to confirm that none of the amounts in the \$1.8MM are for October 29 obligations]* I want to confirm the work week for Welded is Mon-Sun. The previous cost estimates provided with respect to the original agreement \$4.6MM were through Sunday, October 28th. The current \$1.8MM estimate is for Mon, 10/29 – Sun 11/4 (that is what our work week and pay cycle is based off of).
- 2) Debtors continue work on the project, upon receipt of a commitment letter signed by Williams on October 29, 2018, solely with respect to the work by the Debtors on Spreads 5, 6, and 7 of Transco's Atlantic Sunrise project (the "Project"), subject to the following:
 - a) Williams to fund the Debtors, or commit to fund directly as applicable, for the period from October 30, 2018 through November 4, 2018, as follows: (i) Payment to the Debtors operating account of an amount equal to the forecast for all labor and equipment costs in the amount of \$1.8mm, and (ii) directly pay all subcontractors, service providers and vendors (but only to the extent not otherwise included in "equipment costs").
 - *Are the "equipment costs" included in this the same as the Included Equipment in the contract? Our concern is there are lessors or other suppliers that are Included Equipment (part of the 50% upcharge) that we will also receive demands/invoices from for direct payment I am confirming. FYI - The project team was directed to solely include Labor and Equipment estimated cost and exclude all subcontractor expense.*

b) Williams will commit to funding all accrued and unpaid pre-petition Union dues and benefits that have or will become due and owing on or prior to November 4, 2018 and solely to the extent such amounts have been incurred in connection with the Project("Union Dues"), at the time such Union Dues are owed (not as a prepayment). The current estimate of Union Dues that will become due and owing on or prior to November 4, 2018 is \$1.2mm. Debtors are amenable to Williams (and Chubb) to speak with the Unions to diligence the Union Dues and to assure the unions that such amounts will be satisfied to help assure that workers will continue to work on the Project, but subject to the agreement that a representative of the Debtors will participate in any such communications.

- *\$1.2MM will be a cap*
- *We cannot agree to "all accrued and unpaid pre-petition Union dues and benefits that have or will become due and owing on or prior to November 4, 2018" when we have no idea what those amounts are*
- *This payment is without prejudice to the rights, remedies and defenses of Williams to assert that such payments were already paid in earlier invoice*
- *We understand diligence needs to be performed on this number. Our estimate and the detailed data provided as back-up will show for the month of September, the remainder due for the ASR spreads totals \$1,141,870.53. Therefore, this cap will work.*

c) To the extent there is a dispute as to whether the Union Dues are on account of the Project, the Bankruptcy Court shall resolve the dispute

3) Debtors to provide a reconciliation of the \$4.6mm funded by Williams on October, 23, 2018, on or before October 31, 2018. Transco remains concerned that the Debtor failed to (1) provide assurance to the subcontractors on the project that they will be paid for work done October 22-29; and (2) use any of those funds on the project this week, other than labor (ie none of the pre-funding amount has been paid on the project).

Williams and Chubb will address Union Dues in a separate letter agreement.

Mary Frances Edmonds
Assistant General Counsel
The Williams Companies, Inc.
One Williams Center MD 47
Tulsa OK 74172
918-573-2843 (O)
918-629-9566 (C)

EXHIBIT F

John Heil

From: Frank Pometti <FPometti@zolfocooper.com>
Sent: Sunday, October 28, 2018 4:54 PM
To: Edmonds, Mary
Cc: Sam Poteet; Steve Soule; Rucki, Justin; Michael Collins; Mary LeVan; John Heil; Goebel, Jeffry; Stephen D. Hawkins (Steve); Poarch, John; Kirchen, Evan; Springer, R Chris; Beach, Sean
Subject: [EXTERNAL] RE: Williams Second Commitment Letter terms

Re: the equipment expense estimate, "equipment costs" included in this estimate IS the same as the Included Equipment in the contract

Frank Pometti | Managing Director | Zolfo Cooper
 Grace Building | 1114 Avenue of the Americas, 41st Floor, New York, NY 10036
 t: +1 212 561 4118 | c: +1 917 340 3719 | e: fpometti@zolfocooper.com

From: Edmonds, Mary <Mary.Edmonds@Williams.com>
Sent: Sunday, October 28, 2018 5:39 PM
To: Frank Pometti <FPometti@zolfocooper.com>
Cc: Sam Poteet <SPOTEET@manierherod.com>; SSoule@HallEstill.com; Rucki, Justin <JRucki@ycst.com>; Michael Collins <mcollins@manierherod.com>; Mary LeVan <MLEVAN@manierherod.com>; JHeil@HallEstill.com; Goebel, Jeffry <Jeffry.Goebel@Williams.com>; Stephen D. Hawkins (Steve) <sdhawkins@welded.com>; Poarch, John <John.Poarch@williams.com>; Kirchen, Evan <Evan.Kirchen@williams.com>; Springer, R Chris <R.Chris.Springer@Williams.com>; Beach, Sean <SBEACH@ycst.com>
Subject: Williams Second Commitment Letter terms

Frank, we are trying to move quickly. Please answer my questions (*in italics*). I am working on a letter now with the terms below.

Second Commitment Letter terms:

1) Term – October 30 – Nov 4, 2018 *[still working this out - current Commitment Letter goes through Oct 29; need to confirm that none of the amounts in the \$1.8MM are for October 29 obligations]*

2) Debtors continue work on the project, upon receipt of a commitment letter signed by Williams on October 29, 2018, solely with respect to the work by the Debtors on Spreads 5, 6, and 7 of Transco's Atlantic Sunrise project (the "Project"), subject to the following:

a) Williams to fund the Debtors, or commit to fund directly as applicable, for the period from October 30, 2018 through November 4, 2018, as follows: (i) Payment to the Debtors operating account of an amount equal to the forecast for all labor and equipment costs in the amount of \$1.8mm, and (ii) directly pay all subcontractors, service providers and vendors (but only to the extent not otherwise included in "equipment costs").

• *Are the "equipment costs" included in this the same as the Included Equipment in the contract? Our concern is there are lessors or other suppliers that are Included Equipment (part of the 50% upcharge) that we will also receive demands/invoices from for direct payment*

b) Williams will commit to funding all accrued and unpaid pre-petition Union dues and benefits that have or will become due and owing on or prior to November 4, 2018 and solely to the extent such amounts have been incurred in connection with the Project("Union Dues"), at the time such Union Dues are owed (not as a prepayment). The current estimate of Union Dues that will become due and owing on or prior to November 4, 2018 is

\$1.2mm. Debtors are amenable to Williams (and Chubb) to speak with the Unions to diligence the Union Dues and to assure the unions that such amounts will be satisfied to help assure that workers will continue to work on the Project, but subject to the agreement that a representative of the Debtors will participate in any such communications.

- *\$1.2MM will be a cap*
- *We cannot agree to "all accrued and unpaid pre-petition Union dues and benefits that have or will become due and owing on or prior to November 4, 2018" when we have no idea what those amounts are*
- *This payment is without prejudice to the rights, remedies and defenses of Williams to assert that such payments were already paid in earlier invoice*

c) To the extent there is a dispute as to whether the Union Dues are on account of the Project, the Bankruptcy Court shall resolve the dispute

3) Debtors to provide a reconciliation of the \$4.6mm funded by Williams on October, 23, 2018, on or before October 31, 2018. Transco remains concerned that the Debtor failed to (1) provide assurance to the subcontractors on the project that they will be paid for work done October 22-29; and (2) use any of those funds on the project this week, other than labor (ie none of the pre-funding amount has been paid on the project).

Williams and Chubb will address Union Dues in a separate letter agreement.

Mary Frances Edmonds
Assistant General Counsel
The Williams Companies, Inc.
One Williams Center MD 47
Tulsa OK 74172
918-573-2843 (O)
918-629-9566 (C)

EXHIBIT G

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

In re:)	
)	Chapter 11
)	
WELDED CONSTRUCTION, L.P., <i>et al.</i> , ¹)	Case No. 18-12378 (KG)
)	
Debtors.)	(Jointly Administered)
)	
)	Ref. Docket Nos. 12, 13, 45, 111 & 170

**ORDER APPROVING THIRD COMMITMENT LETTER FROM
TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**

Upon consideration of that certain third commitment letter from Transcontinental Gas Pipe Line Company, LLC (“**Transco**”), covering the period November 5, 2018 to December 8, 2018 and attached hereto as **Exhibit 1** (the “**Commitment Letter**”);² and due and proper notice of the Commitment Letter and the request of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for the entry of this Order having been given under the circumstances; and it appearing that the Court has jurisdiction to consider the Commitment Letter and enter this Order in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having considered the *Declaration of Frank Pometti in Support of Debtors’ Chapter 11 Petitions and First-Day Motions* (the “**First Day Declaration**”), the *Debtors’ Motion for Entry of an Order, Pursuant to Sections 105(a), 363(b), 503(b)(1)*,

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Commitment Letter.

1107(a) and 1108 of the Bankruptcy Code, Authorizing, But Not Directing (I) the Debtors to Pay Certain Prepetition Claims, Conditioned upon Prior Customer Payment, (II) The Debtors to Honor Customer Obligations, (III) the Debtors to Implement Control Procedures for Customer Project Funding and Completion, and (IV) Granting Related Relief (the “**Customer Programs Motion**”) and the declaration of Stephen D. Hawkins submitted in connection with the Customer Programs Motion (the “**Hawkins Declaration**”); and it appearing from the First Day Declaration, the Customer Programs Motion, the Hawkins Declaration, the record of the October 23, 2018 hearing in these chapter 11 cases, and the terms of the Commitment Letter that the Commitment Letter and the relief provided for herein is in the best interest of the Debtors, their estates, and their creditors, and an appropriate exercise of the Debtors’ business judgment; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Commitment Letter is approved, and the terms and conditions of the Commitment Letter are incorporated into this Order as if fully set forth herein. The estimated prepayment of \$1,650,000 contemplated by the Commitment Letter shall be made to the Debtors by wire transfer of immediately available funds as soon as reasonably practicable after the entry of this Order and in any event not later than one (1) business day following the date of the entry of this Order.

2. Notwithstanding any language in any order authorizing and approving post-petition financing in these chapter 11 cases, the funds provided by Transco under the Commitment Letter (the “**Transco Funds**”) shall be free of and not encumbered by any liens or claims under any such financing or any other liens or claims of any other party. Unless otherwise agreed to in writing by Transco, the Transco Funds shall be used by the Debtors solely

to fund the Atlantic Sunrise Pipeline project for the period from November 5, 2018 through and including December 8, 2018.

3. The Commitment Letter shall be valid and enforceable against any trustee appointed in the chapter 11 cases, upon the conversion of any of the chapter 11 cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (any “**Successor Cases**”), or upon the dismissal of any of the chapter 11 cases or Successor Cases.

4. Except as may be expressly set forth in the Commitment Letter, nothing in this Order, nor as a result of any payment made pursuant to this Order: (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code, or an admission as to the validity of any claim against the Debtors and their estates in these chapter 11 cases; (b) shall impair, prejudice, waive, or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority, or amount of any claim against the Debtors and their estates; or (c) shall be construed as a promise to pay a claim.

5. The provisions of this Order shall be binding upon and inure to the benefit of Transco and the Debtors and each of their respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these chapter 11 cases, in any Successor Cases, or upon dismissal of any such chapter 11 or chapter 7 case.

6. The Debtors are authorized to execute and deliver such other instruments or documents and take such other action as may be necessary or appropriate to implement and effectuate the relief granted by this Order.

7. Notwithstanding any provision in the Federal Rules of Bankruptcy Procedure to the contrary: (a) this Order shall be effective immediately and enforceable upon its entry; (b) the Debtors are not subject to any stay in the implementation, enforcement, or realization of the relief granted in this order; and (c) the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action necessary or appropriate to implement this Order.

8. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.



KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Commitment Letter



GAS PIPELINE — TRANSCO

2800 Post Oak Boulevard (77056) -or-
P.O. Box 1396
Houston, Texas 77251-1395

November 6, 2018

Welded Construction, L.P.
26933 Eckel Road
Perrysburg, OH 43551
Attention: Mr. Stephen Hawkins

Re: Williams Atlantic Sunrise – Go Forward Work Structure with Welded (Spreads 5, 6, and 7)

On October 20, 2018, Transcontinental Gas Pipe Line Company, LLC ("Transco") and Welded Construction, LP ("Welded") executed, and the Bankruptcy Court approved, a Commitment Letter pursuant to which Transco prepaid \$4,600,000 for continuing the work under Transco-Welded contract 2016-0001 (the "Contract") between October 22, 2018 and October 29, 2018 (First Commitment Letter). Thereafter, on October 28, 2018, Transco and Welded executed, and the Bankruptcy Court approved, a second Commitment Letter pursuant to which Transco prepaid \$1,800,000 for continuing work under the Contract between October 30, 2018 and November 4, 2018, and addressed the payment of accrued and unpaid pre-petition union dues and benefits that have or will become due on or prior to November 4, 2018 (Second Commitment Letter).

Transco and Welded now wish to address in a Third Commitment Letter the funding of work between November 5, 2018 and the conclusion of the remaining work set forth herein (which shall be no later than November 15, 2018 for right of way work, no later than November 21, 2018 for Spread 5 and 7 yard cleanup and no later than December 8, 2018 for Spread 6 yard cleanup).

Welded has provided Transco a reconciliation which demonstrates that at least \$1,917,476.00 of the \$4,600,000 prepayment made pursuant to the First Commitment Letter remains available for work on the project.¹ Welded has not yet provided a reconciliation for the \$1,800,000 prepayment made pursuant to the Second Commitment Letter. By November 8, 2018, Welded shall provide Transco a reconciliation of the \$1,800,000 prepayment provided pursuant to the Second Commitment letter compared to actual costs incurred for the week of October 29, 2018 – November 4, 2018, including detailed timesheet backup.

¹ Transco does not have the backup detail for this reconciliation and, thus, reserves its right to audit the actual costs of work performed pursuant to the First Commitment Letter.

By November 8, 2018, Welded shall provide Transco a revised forecast of work to be performed and costs to be incurred by Welded on the Project for the remaining work set forth herein.

Given the limited remaining work on the Project, regulatory restrictions on the time in which work must be completed and upcoming winter weather, Transco is agreeable to allow the \$1,917,476.00 held by Welded in connection with the First Commitment Letter, and an additional \$1,650,000² to be funded pursuant to this Third Commitment Letter within twenty-four (24) hours of Court approval of this Third Commitment Letter, subject to the reconciliation procedures set forth below, to be used for remaining scope of work on the Project for Welded labor and equipment costs (for Included Equipment), subject to court approval, as follows:

Contractor Yards

Welded shall continue the demobilization efforts on the three main contractor yards at Rausch Creek (Spread 5), Lebanon (Spread 6) and Marietta (Spread 7). Work shall include removal of all temporary trailers, construction mats, fuel storage tanks and associated secondary containment, equipment and tools, and trash.

Welded shall furnish all trucking, fuel, and permits necessary to fulfil above mentioned scope of work.

Above scope of work shall be completed no later than November 21, 2018 for Spreads 5 and 7 yards and no later than December 8, 2018 for Spread 6 yard.

Spread 5

Welded shall continue the clean-up and restoration efforts on Spread 5 for as long as the parties agree is practicable without requiring the use or transport of heavy equipment past November 15, 2018. Due to the U.S. Fish and Wildlife regulatory restriction near the established bat portal area, all heavy equipment must be removed from the pipeline right-of-way no later than November 15, 2018.

All heavy equipment in other areas of the pipeline right-of-way shall be removed no later than November 15, 2018. Welded shall furnish all trucking, fuel, and permits necessary to remove all equipment. Transco will directly pay all subcontractor, service providers and vendors attributable to the remaining work set forth herein (but only to the extent not otherwise included in "Included Equipment").

Clean-up and restoration of the Bethel Road staging areas shall cease as of November 7, 2018.

Spread 6

Welded shall remove all equipment from the pipeline right-way no later than November 15, 2018. Welded shall furnish all trucking, fuel, and permits necessary to remove all equipment. Transco will directly pay all subcontractor, service providers and vendors attributable to the remaining work set forth herein (but only to the extent not otherwise included in "Included Equipment").

² Such amount is inclusive of fixed overhead costs of \$25,000 per week from the Petition Date through December 8, 2018, which amount shall be available to the Debtors for general use, not subject to reconciliation, to offset the significant overhead costs not captured in the project cost estimate.

Spread 7

All clean-up and restoration efforts on the pipeline right-of-way shall cease as of November 7, 2018.

All remaining work on mainline block valves (MLVs) shall cease as of November 7, 2018. Welded shall remove all equipment from the pipeline right-way no later than November 15, 2018. Welded shall furnish all trucking, fuel, and permits necessary to remove all equipment. Transco will directly pay all subcontractor, service providers and vendors attributable to the remaining work set forth herein (but only to the extent not otherwise included in "Included Equipment").

Transco will directly pay all subcontractors, service providers and vendors attributable to the remaining work set forth herein (but only to the extent not otherwise included in "Included Equipment"). Welded and Transco will cooperate to identify the subcontractors, service providers and vendors necessary for the remaining work set forth herein. To the extent of a dispute regarding costs of subcontractors, service providers or vendors in connection with the remaining work set forth herein or whether such costs were necessary for the remaining work set forth herein, the Bankruptcy Court will resolve the dispute.

All funds contemplated herein shall be used for the benefit of the Project only and to be applied only to costs incurred during the time periods stated above. Said amounts are not to be construed as payment for, or payment which can be used for, payment of past due amounts owed by Welded in arrears, or payment of amounts Welded owes in connection with work performed for Welded's other clients. Within ten (10) business days after December 8, 2018, Welded shall provide Transco a reconciliation of all remaining amounts for obligations that accrued or were incurred for forecasted work versus actual cost of work which shall be subject to Transco review and audit. In the event there is a remainder, that amount shall be refunded to Transco within one business day and shall not be withheld for any reason. 12-78

If Welded uses any portion of payments made herein to pay past due amounts owed to its subcontractors, vendors, or suppliers, or debts or work associated with projects for other clients and, as a result, short pay invoices due on the Project, such short paid subcontractors, vendors, or suppliers would be protected under the payment bond provided in connection with the Project. Further, Transco is not compromising its ability to enforce the Project bond with respect to amounts Welded subcontractors, vendors, or suppliers may claim in relation to work previously performed or materials or equipment previously provided.

Union Dues:

Welded has requested that Transco make additional payment of all accrued and unpaid pre-petition union dues and benefits that have or will become due in November, 2018 in connection with the Project ("Additional Union Dues"). Transco agrees to make payment of such Additional Union Dues in an amount not to exceed \$1.75 million, subject only to Transco's right to perform due diligence to reasonably affirm that the amounts that have been incurred in connection with and only for the benefit of the Project and in the proper amount. Such payment must also be subject to a reservation of rights agreement with the Surety and subject to Welded's commitment to advance the work on the Project as set forth herein. To that end, Transco and the surety Chubb may speak directly with the Unions to diligence the Additional Union Dues and

to assure the unions that such amounts will be satisfied to help assure that workers will continue to work on the Project, but subject to the agreement that a representative of Welded will participate in any such communications. Finally, Transco shall have the right to make any payment of Additional Union Dues directly to the unions.

Payment of Additional Union Dues payment would be without prejudice to the rights, remedies and defenses of Transco to assert that such payments were already paid based on an earlier Project invoice from Welded. To the extent there is a dispute as to whether the Union Dues are on account of the Project, the Bankruptcy Court would resolve the dispute.

Completion of Scope of Work:

At 12:01 a.m. EST on November 7, 2018, unless otherwise agreed in writing by Welded and Transco, the Scope of Work set forth in the Contract shall be deemed reduced such that any remaining clean-up, restoration and mainline valve work on the pipeline right of way for Spread 7 shall not be required under the Contract. From that point, Welded shall not be obligated to complete any such remaining clean-up, restoration and mainline valve work on the project. In addition, from that point, Transco shall not be obligated to use Welded to complete any such remaining clean-up, restoration and mainline valve work on the project. At 12:01 a.m. EST on November 16, 2018, unless otherwise agreed in writing by Welded and Transco, the Scope of Work set forth in the Contract shall be deemed reduced such that any remaining restoration work shall not be required under the Contract. From that point, Welded shall not be obligated to complete any remaining restoration work on the project. In addition, from that point, Transco shall not be obligated to use Welded to complete any remaining restoration work on the project. At 12:01 a.m. EST on November 22, 2018, unless otherwise agreed in writing by Welded and Transco, the Scope of Work set forth in the Contract shall be deemed reduced such that any remaining cleanup work on Spreads 5 and 7 yards shall not be required under the Contract. From that point, Welded shall not be obligated to complete any remaining cleanup work on Spreads 5 and 7 yards on the project. In addition, from that point, Transco shall not be obligated to use Welded to complete any remaining cleanup work on Spreads 5 and 7 yards on the project. At 12:01 a.m. EST on December 9, 2018, unless otherwise agreed in writing by Welded and Transco, the Scope of Work set forth in the Contract shall be deemed reduced such that any remaining cleanup work on Spread 6 yard shall not be required under the Contract. From that point, Welded shall not be obligated to complete any remaining cleanup work on Spread 6 yard on the project. In addition, from that point, Transco shall not be obligated to use Welded to complete any remaining cleanup work on Spread 6 yard on the project. Transco shall use its commercially reasonable best efforts to remove Welded from all permits associated with the Project as of December 9, 2018, including, but not limited to those certain permits that Welded and Transco are co-permittees on PADEP Permit No. ESG03000150001 and all related local government permits, consistent with the applicable rules, guidelines and regulations of PADEP and other applicable governmental authorities, and from the date of the conclusion of Welded's work on each Spread as set forth herein, shall indemnify and hold harmless Welded (including any officers and directors of Welded) for any permit responsibilities or liabilities arising under the project from any acts and/or omissions occurring after the completion of the work on such Spread contemplated by this Third Commitment Letter. Transco shall not indemnify and hold harmless Welded (including any officers and directors of Welded) for any permit responsibilities or liabilities arising under the project from any acts and/or omissions occurring on or before the completion of the work contemplated by this Third Commitment Letter. Transco and Welded otherwise reserve all rights against each other as provided in the Contract and the Surety Bond shall remain in full force and effect.

Regards,

Evan D. Kirchen

Evan Kirchen
Vice President of Project Execution – Atlantic Gulf
Transcontinental Gas Pipe Line Company, LLC

Acknowledged and agreed:

A handwritten signature in black ink, appearing to read "Stephen Hawkins", is written over a horizontal line.

Stephen Hawkins
CEO
Welded Construction, L.P.

EXHIBIT H

John Heil

From: Steve Soule
Sent: Friday, December 21, 2018 8:58 AM
To: Beach, Sean; Goebel, Jeffry
Cc: Rucki, Justin; John Heil; Frank Pometti
Subject: RE: Welded-Transco Discussion Between Steve Hawkin and Evan Kirchen

Sean-To follow up on our call yesterday, I can confirm that Transco agrees that the final reconciliation required by the Third Commitment Letter (with appropriate backup) must be completed and delivered by Welded to Transco by no later than January 15, 2019. Let me know if you think we need to amend or supplement the Order Approving Third Commitment Letter filed November 8, 2018 [Dkt. 172]. Transco also expects the Debtor to comply with the requirement to return any remaining funds to Transco within one business day thereafter or by January 16, 2019 at the latest.

Please also let me know when the debtor will provide the remaining backup information for the September and October billings. I look forward to hearing from you. Steve

Steven W. Soulé | Attorney
T: 918-594-0466 | F: 918-594-0505 | C: 918-852-7262

-----Original Message-----

From: Steve Soule
Sent: Thursday, December 20, 2018 12:00 PM
To: 'Beach, Sean' <SBEACH@ycst.com>; Goebel, Jeffry <Jeffry.Goebel@Williams.com>
Cc: Rucki, Justin <JRucki@ycst.com>; John Heil <JHeil@HallEstill.com>; Frank Pometti <FPometti@zolfocooper.com>
Subject: RE: Welded-Transco Discussion Between Steve Hawkin and Evan Kirchen

Sean-I just left you a voice message. Please give me a call to discuss extending the reconciliation deadline. We also need to discuss getting the required backup information for the September and October bills from Welded to Transco. Steve

Steven W. Soulé | Attorney
T: 918-594-0466 | F: 918-594-0505 | C: 918-852-7262

-----Original Message-----

From: Beach, Sean [mailto:SBEACH@ycst.com]
Sent: Wednesday, December 19, 2018 3:56 PM
To: Goebel, Jeffry <Jeffry.Goebel@Williams.com>
Cc: Rucki, Justin <JRucki@ycst.com>; John Heil <JHeil@HallEstill.com>; Steve Soule <SSoule@HallEstill.com>; Frank Pometti <FPometti@zolfocooper.com>
Subject: [EXTERNAL] Re: Welded-Transco Discussion Between Steve Hawkin and Evan Kirchen

I thought it was an agreement with Evan, but essentially they discussed extending the reconciliation deadline under the commitment letter until January 15th.

Sean M. Beach, Partner • YOUNG CONAWAY STARGATT & TAYLOR, LLP • 1000 North King Street, Wilmington, DE 19801
• (O) 302.571.6621 (C) 302.383.7657 • sbeach@ycst.com<mailto:sbeach@ycst.com>

On Dec 19, 2018, at 3:53 PM, Goebel, Jeffry <Jeffry.Goebel@Williams.com<mailto:Jeffry.Goebel@Williams.com>> wrote:

Hello Sean and Justin,

My name is Jeff and I am an in-house attorney for Transco. I spoke with Evan Kirchen briefly about a phone call he had earlier today with Mr. Hawkin.

From what Evan told me, I gather that Welded wants to extend the due date for the reconciliation of amounts Transco paid under the three commitment letters?

Do you mind please sending me a summary of what Welded requested from Evan?

Thank you.

Jeff Goebel

Senior Attorney

Transcontinental Gas Pipe Line Company, LLC

EXHIBIT I

**WELDED CONSTRUCTION, L.P.**

P.O. Box 470, Perrysburg, Ohio 43552-0470
 26933 Eckel Road, Perrysburg, Ohio 43551
 (419) 874-3548 Fax - (419) 874-4883

**Williams Gas Pipeline
 Atlantic Sunrise Pipeline Project**

CONTRACT #: 300686

W.O.# 1161503

RFS#: 646253-NXG100

Post-Petition Reconciliation

Williams Gas Pipeline
 IBM Tulsa Delivery Center - South 6
 P.O. Box 21218
 Tulsa, OK 74121-1218

Invoice Date: 1/17/2019
 Invoice No.: Post-Reconciliation

POST Filing
 Period Beginning: 10/22/2018
 Period Ending: 12/9/2018

SUMMARY

Cost Categories	Williams Cost	Welded Cost	Total
<u>Labor & Expenses (Home Office/Site Supervision-Welded)</u>	\$ -	\$ 1,572,097.66	\$ 1,572,097.66
<u>(Home Office/Site Supervision-Others)</u>	\$ -	\$ 1,517,923.37	\$ 1,517,923.37
Labor Costs	\$ -	\$ 3,090,021.03	\$ 3,090,021.03
<u>3. Equipment</u>			
Included Equip	\$ -	\$ 2,541,233.89	\$ 2,541,233.89
Accruals	\$ 62,427.72	\$ 1,117,691.78	\$ 1,180,119.50
<u>4. Specialty Equipment</u>	\$ -	\$ 105,453.92	\$ 105,453.92
<u>5. Materials</u>	\$ -	\$ 6,523.29	\$ 6,523.29
<u>6. Mats</u>	\$ -	\$ 99,398.97	\$ 99,398.97
<u>7. Subcontractors</u>	\$ 2,155,839.32	\$ 914,677.12	\$ 3,070,516.44
	\$ -	\$ -	\$ -
ACTUAL INVOICE:	\$ 2,218,267.04	\$ 7,875,000.00	\$ 10,093,267.04
Invoice Reconciliation -	\$ -	\$ -	\$ -
TOTAL INVOICE	\$ 2,218,267.04	\$ 7,875,000.00	\$ 10,093,267.04
Cash Paid	\$ -	\$ 7,875,000.00	\$ 7,875,000.00
Cash Surplus (Deficit)	\$ -	\$ -	\$ -

*Accruals include over 300 invoices that are currently being verified as a post-petition ASR project expense and the final amounts may be greater than the cash received leaving no cash to refund at this time.

*Williams Costs refers to post-petition items that fall outside "Included Equipment" and remain unpaid

Approved by Welded:

Approved by Williams:

Date:

Date:

**WELDED CONSTRUCTION, L.P.**

P.O. Box 470, Perrysburg, Ohio 43552-0470
 26933 Eckel Road, Perrysburg, Ohio 43551
 (419) 874-3548 Fax - (419) 874-4883

**Williams Gas Pipeline
 Atlantic Sunrise Pipeline Project**

CONTRACT #: 300686

W.O.# 1161503

RFS#: 646253-NXG100

Post-Petition Reconciliation

Williams Gas Pipeline
 IBM Tulsa Delivery Center - South 6
 P.O. Box 21218
 Tulsa, OK 74121-1218

Invoice Date: 1/17/2019
 Invoice No.: Post-Reconciliation

POST Filing
 Period Beginning: 10/22/2018
 Period Ending: 12/9/2018

SPREAD 5

SUMMARY

Cost Categories	Williams Cost	Welded Cost	Total
<u>Labor & Expenses (Home Office/Site Supervision-Welded)</u>	\$ -	\$ 1,116,762.14	\$ 1,116,762.14
<u>(Home Office/Site Supervision-Others)</u>	\$ -	\$ 595,462.22	\$ 595,462.22
Labor Costs	\$ -	\$ 1,712,224.36	\$ 1,712,224.36
<u>3. Equipment Fee</u>			
Included Equip	\$ -	\$ 969,572.34	\$ 969,572.34
Accruals	\$ 29,179.68	\$ 956,343.42	\$ 985,523.10
<u>4. Specialty Equipment</u>	\$ -	\$ 13,602.45	\$ 13,602.45
<u>5. Materials</u>	\$ -	\$ 948.15	\$ 948.15
<u>6. Mats</u>	\$ -	\$ 42,849.07	\$ 42,849.07
<u>7. Subcontractors</u>	\$ 670,556.28	\$ 249,140.53	\$ 919,696.81
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
ACTUAL INVOICE:	\$ 670,556.28	\$ 2,988,336.90	\$ 3,658,893.18
Invoice Reconciliation -	\$ -	\$ -	\$ -
TOTAL INVOICE	\$ 670,556.28	\$ 2,988,336.90	\$ 3,658,893.18

**WELDED CONSTRUCTION, L.P.**

P.O. Box 470, Perrysburg, Ohio 43552-0470
 26933 Eckel Road, Perrysburg, Ohio 43551
 (419) 874-3548 Fax - (419) 874-4883

**Williams Gas Pipeline
 Atlantic Sunrise Pipeline Project**

CONTRACT #: 300686

W.O.# 1161503

RFS#: 646253-NXG100

Post-Petition Reconciliation

Williams Gas Pipeline
 IBM Tulsa Delivery Center - South 6
 P.O. Box 21218
 Tulsa, OK 74121-1218

Invoice Date: 1/17/2019
 Invoice No.: Post-Reconciliation

POST Filing
 Period Beginning: 10/22/2018
 Period Ending: 12/9/2018

SPREAD 6

SUMMARY

Cost Categories	Williams Cost	Welded Cost	Total
<u>Labor & Expenses (Home Office/Site Supervision-Welded)</u>	\$ -	\$ 38,766.08	\$ 38,766.08
<u>(Home Office/Site Supervision-Others)</u>	\$ -	\$ 667,034.24	\$ 667,034.24
Labor Costs	\$ -	\$ 705,800.32	\$ 705,800.32
<u>3. Equipment Fee</u>			
Included Equip	\$ -	\$ 767,145.36	\$ 767,145.36
Accruals	\$ 33,246.00	\$ 112,816.01	\$ 146,062.01
<u>4. Specialty Equipment</u>	\$ -	\$ 30,266.79	\$ 30,266.79
<u>5. Materials</u>	\$ -	\$ 2,743.00	\$ 2,743.00
<u>6. Mats</u>	\$ -	\$ 56,549.90	\$ 56,549.90
<u>7. Subcontractors</u>	\$ 412,096.92	\$ 569,843.77	\$ 981,940.69
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
ACTUAL INVOICE:	\$ 412,096.92	\$ 2,132,349.14	\$ 2,544,446.06
Invoice Reconciliation -	\$ -	\$ -	\$ -
TOTAL INVOICE	\$ 412,096.92	\$ 2,132,349.14	\$ 2,544,446.06

**WELDED CONSTRUCTION, L.P.**

P.O. Box 470, Perrysburg, Ohio 43552-0470
 26933 Eckel Road, Perrysburg, Ohio 43551
 (419) 874-3548 Fax - (419) 874-4883

**Williams Gas Pipeline
 Atlantic Sunrise Pipeline Project**

CONTRACT #: 300686

W.O.# 1161503

RFS#: 646253-NXG100

Post-Petition Reconciliation

Williams Gas Pipeline
 IBM Tulsa Delivery Center - South 6
 P.O. Box 21218
 Tulsa, OK 74121-1218

Invoice Date: 1/17/2019
 Invoice No.: Post-Reconciliation

POST Filing
 Period Beginning: 10/22/2018
 Period Ending: 12/9/2018

SPREAD 7

SUMMARY

Cost Categories	Williams Cost	Welded Cost	Total
Labor & Expenses (Home Office/Site Supervision-Welded)	\$ -	\$ 416,569.44	\$ 416,569.44
<u>(Home Office/Site Supervision-Others)</u>	\$ -	\$ 255,426.91	\$ 255,426.91
Labor Costs	\$ -	\$ 671,996.35	\$ 671,996.35
<u>3. Equipment Fee</u>			
Included Equip	\$ -	\$ 804,516.19	\$ 804,516.19
Accruals	\$ 2.04	\$ 48,532.35	\$ 48,534.39
<u>4. Specialty Equipment</u>	\$ -	\$ 61,584.68	\$ 61,584.68
<u>5. Materials</u>	\$ -	\$ 2,832.14	\$ 2,832.14
<u>6. Mats</u>	\$ -	\$ -	\$ -
<u>7. Subcontractors</u>	\$ 1,073,186.12	\$ 95,692.82	\$ 1,168,878.94
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
ACTUAL INVOICE:	\$ 1,073,186.12	\$ 1,636,622.18	\$ 2,709,808.30
Invoice Reconciliation -	\$ -	\$ -	\$ -
TOTAL INVOICE	\$ 1,073,186.12	\$ 1,636,622.18	\$ 2,709,808.30

EXHIBIT J

DECLARATION OF ADRIAN GREEN

I, Adrian Green, being of lawful age, hereby state as follows:

1. I have personal knowledge of the facts set forth herein and would testify consistently with this Declaration if called upon to do so at a hearing or trial.
2. I am Senior Consultant for OGCS Global Ltd ("OGCS").
3. OGCS has been retained by Transcontinental Gas Pipe Line Company, LLC ("Transco") to perform an audit of invoices and other documents that Transco received from Welded Construction, L.P. ("Welded") as part of Welded's reconciliation for \$8,050,000.00 in funds that Transco had provided to Welded for certain work performed by Welded after it filed for bankruptcy on or about October 22, 2018 ("Post-Petition work").
4. In performing the audit, I reviewed the following documents:
 - a. labor payroll recaps as issued on a weekly basis by Welded during the post-petition period;
 - b. "Welded's Post Petition Reconciliation" as issued under email on January 17, 2019, from D. McDowell (Welded) to J. Todd (Transco) containing the labor and supervision cost summaries and approximately 20 pages of line item expense; and
 - c. as separately issued by Welded, approximately 1,000 PDF copies of the invoices to support the line item expense items.
5. In addition, the audit was based upon the following assumptions:
 - a. labor costs are to be verified against the payroll recaps provided by Welded during the post-petition period;
 - b. the cost item "3. Equipment" identified by Welded as "Included Equipment" would be assessed and adjusted to an amount of 50% of the

verified labor costs reflecting the terms of the Contract and as set out in commitment letters of October 28, 2018 and November 6, 2018;

- c. the cost item "3. Equipment" identified by Welded as "Accruals" (i) was and remains without any supporting documentation of cost, (ii) was allocated by Welded under "3. Equipment," (iii) is assumed to be categorized by Welded as "Included equipment" where the supporting invoices were not available at the time of the issue of the reconciliation support, (iv) is distinctly separated from "4. Specialty Equipment," and (v) would need to be assessed and adjusted so that the total of the "Included Equipment" item and the "Accruals" item provide a total sum in the amount of 50% of the verified labor cost.
- d. the PDF invoices provided for the cost items "4. Specialty Equipment," "5. Materials," "6. Mats," and "7. Subcontractors" would be analyzed for (i) the incorrect inclusion of any equipment that is identified under the Contract as "Included Equipment," (ii) invoices that are incorrectly allocated and therefore requiring movement within the reconciliation prior to certification, and (iii) any line item costs where no supporting invoice was provided to substantiate the cost.

6. The findings of the OGCS audit are reflected in the spreadsheet(s) attached to this Declaration as Attachments 1 through 7. Attachment 1 provides the detailed summary of the claimed amount by Welded, my reallocation of amounts to different accounts prior to verification ("Movements within Accounts"), my amounts noted for withholding ("Withholding") with notes and invoice references, and the total amount of my assessment of the amount due to Welded

("OGCS Assessment"). Attachments 2, 3, 4, 5, 6, and 7 provide the detailed back up to Attachment 1 showing both claimed amounts by invoices, withholding amounts, and movement of invoices to the correct cost category.

7. As reflected in the spreadsheets, based upon my review of the documents and information provided by Welded, I concluded that the figures that Welded provided for certain cost categories, including Specialty Equipment, Mats, and Subcontractors, substantially overstated the costs to which Welded was entitled under its Contract with Transco.

8. With regard to Specialty Equipment, an amount of \$67,902.22 was identified for equipment considered to be "3. Included Equipment" and was marked for withholding. An amount of \$8,631.43 was identified for line items without any supporting invoices and was marked for withholding. An amount of \$11,665.30 was identified as subcontractor services and moved from "4. Specialty Equipment" to "7. Subcontractors." An amount of \$296.80 was identified in the "3. Included Equipment" section of invoices and moved to "4. Specialty Equipment." An amount of \$1,733.10 was identified as Specialty Equipment but originally allocated by Welded as "7. Subcontractors." The correct amount due to Welded under the Specialty Equipment section of the reconciliation invoice is \$19,284.87.

9. With regard to Mats an amount of \$3,570 was found to be subcontractor services and moved from "6. Mats" to "7. Subcontractors." The correct amount due to Welded under the Mats section of the reconciliation invoice is \$95,828.97

10. With regard to Subcontractors an error was found in the math, which, after correction, added an amount of \$238.50 to the amount due to Welded under the Subcontractor section of the account. An amount of \$83,765.88 was identified for equipment considered to be "Included Equipment" and was marked for withholding. As described above, an amount of

\$1,733.10 was moved from "7. Subcontractors" to "4. Specialty Equipment. An amount of \$4,400.00 was identified in "3. Included Equipment" section of invoices and moved to "7. Subcontractors." As described above, an amount of \$3,570.00 was moved from "6. Mats to "7. Subcontractors." As described above, an amount of \$11,665.30 was moved from "4. Specialty Equipment" to "7. Subcontractors." The correct amount due to Welded under the Subcontractors section of the reconciliation invoice is \$849,051.94.

11. All amounts moved and noted for withholding within Specialty Equipment, Mats, and Subcontractors above are identified by the relevant invoice number and as recorded and shown in the Attachments.

12. In sum, the audit revealed that Welded had overstated its costs for Post-Petition work in the amount of \$ 2,269,279.48.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Adrian Green
Adrian Green

8TH July 2019
Date

SUMMARY Cost Categories	Welded Claimed	Movements within Accounts	Withholding	OGCS Reconciliation	OGCS Explanation
<u>Labor & Expenses (Home Office/Site Supervision-Welded)</u>	\$ 1,572,097.66				Approved
<u>(Home Office/Site Supervision-Others)</u>	\$ 1,517,923.37				Approved
Labor Costs	\$ 3,090,021.03		\$ -	\$ 3,090,021.03	Approved
<u>3. Equipment</u>					
Included Equip	\$ 2,541,233.89		\$ (996,223.38)	\$ 1,545,010.52	Full compensation for Included Equipment based on Contract Terms, Equipment Fee of 50%
Accruals	\$ 1,117,691.78		\$ (1,117,691.78)	\$ -	No invoices provided by Welded. Accruals allocated by Welded to <u>3. Equipment</u> , the main cost category used by Welded for Included Equipment. No accrual amounts allocated by Welded to Item 4. Specialty Equipment
<u>4. Specialty Equipment</u>	\$ 105,453.92			\$ 19,284.87	
Withholding			\$ (67,902.22)		Part of Included Equipment.
Movement		\$ (11,665.30)			Allocated to Subcontractor Category
Withholding			\$ (8,631.43)		No invoice provided by Welded
Movement		\$ 296.80			Moved to Specialty category from Included Equipment category
Movement		\$ 1,733.10			Moved to Specialty category from Subcontractor category
<u>5. Materials</u>	\$ 6,523.29	\$ -	\$ -	\$ 6,523.29	Approved
<u>6. Mats</u>	\$ 99,398.97		\$ -	\$ 95,828.97	
Movement		\$ (3,570.00)			Allocated to Subcontractor Category
<u>7. Subcontractors</u>	\$ 914,677.12			\$ 849,051.94	
Error in amount claimed v support		\$ 238.50			
Withholding			\$ (83,765.88)		Part of Included Equipment.
Movement		\$ (1,733.10)			Allocated to Specialty Category
Movement		\$ 4,400.00			Moved to Subcontractor category from Included Equipment category
Movement		\$ 3,570.00			Moved to Subcontractor category from Mats category
Movement		\$ 11,665.30			Moved to Subcontractor category from Specialty Equipment category
TOTALS	\$ 7,875,000.00	\$ 4,935.30	\$ (2,274,214.68)	\$ 5,605,720.62	

List from Welded for Specialty Equipment

UNIQUE INVOICE IDENTIFICATION							WELDED ORIGINAL INPUT										
Unique Invoice Identif	Spread	InvcDate	DocDate	PONbr	InvcNbr	Descriptions	Info from Invoice	NAME	Post-Petition Amounts	Transco/Welded	Cost Category as Allocated by Welded	Cost Category as Allocated by OGCS	Invoice provided in zip	Period	Wk No	Category of Period	Contract / AF Ref
4	Spread 7	10/31/2018	43438	201709	4375228A	Specialty Equipment Rental	21K Gal Frac Tank #A3001, #A956, #A047	Adler Tank Rentals LP	\$795.00	Welded Post	Specialty Equipment	Specialty Equipment	Yes	22 Oct - 31 Oct 18	Wk 1	Post Petition	
5	Spread 7	11/30/2018	43452	79063-3	4383013	Small Equipment Rental	21K Gal Frac Tank #A956, A047, A3001.Rental	Adler Tank Rentals LP	\$2,385.00	Welded Post	Specialty Equipment	Specialty Equipment	Yes	1 Nov - 30 Nov 18	Wk 2-6	Post Petition	
29	Spread 5	12/10/2018	43451	80795	811635444-011	Small Equipment Rental	Demob, Cleaning & Rental Charge for 21K Tank SERIAL NO LT1077	BakerCorp - United Rentals	\$2,292.25	Welded Post	Specialty Equipment	Specialty Equipment	Yes	12 Nov - 10 Dec 18	Week 4-8	Post Petition	
30	Spread 6	12/5/2018	43451	83194	811639935-008	Small Equipment Rental	Demob, Cleaning & Rental Charge for 10K Tank SERIAL NO K2005L	BakerCorp - United Rentals	\$2,242.72	Welded Post	Specialty Equipment	Specialty Equipment	Yes	16 Nov - 4 Dec 18	Wk 4-7	Post Petition	
297	Spread 5	11/30/2018	43451	92232	T60317012	Major Equipment Rental	Track Jaw Crusher Rental SERIAL NO, 79139	Cleveland Brothers Equipment Co., Inc	\$9,540.00	Welded Post	Specialty Equipment	Specialty Equipment	Yes	30 Oct - 06 Nov 18	Week 2-3	Post Petition	
315	Spread 5	10/25/2018	43444	87738	0338722-Post	Small Equipment Rental	Pump 8NNT VP Serial Number: 889	Cross Country Pipeline Supply Co., Inc	\$530.00	Welded Post	Specialty Equipment	Incl Equipment	Yes	28 Sep - 25 Oct 18	Week 1	Post Petition	S VIII; Exh 2
316	Spread 5	11/8/2018	43447	87738	339602	Small Equipment Rental	Pump 8NNT VP Serial Number: 889	Cross Country Pipeline Supply Co., Inc	\$1,240.20	Welded Post	Specialty Equipment	Incl Equipment	Yes	26 Oct - 01 Nov 18	Week 1	Post Petition	S VIII; Exh 2
317	Spread 6	11/16/2018	43447	73696-1	340014	Major Equipment Rental	Demobilization & Rental Charge for Excavator 336FL Serial Number: RK810849	Cross Country Pipeline Supply Co., Inc	\$12,455.00	Welded Post	Specialty Equipment	Incl Equipment	Yes	22 Oct - 12 Nov 18	Week 1-4	Post Petition	S VIII; Exh 2
318	Spread 7	11/16/2018	43447	73674	340015	Major Equipment Rental	Excavator 336FL Serial Number: RK810868	Cross Country Pipeline Supply Co., Inc	\$6,713.34	Welded Post	Specialty Equipment	Incl Equipment	Yes	02 Nov - 12 Nov 18	Week 2-3	Post Petition	S VIII; Exh 2
319	Spread 6	11/16/2018	43447	72236-2	340023	Mobilization/Hauling, Small Equipment Rental	Serial Number: A7R2172, B7Q3857-3, A7N0552, D0705, D00710	Cross Country Pipeline Supply Co., Inc	\$4,266.50	Welded Post	Specialty Equipment	Subcontractor	Yes	22 Oct - 8 Nov 18	Week 1-4	Post Petition	
320	Spread 6	11/16/2018	43447	72235	340024	Mobilization/Hauling, Small Equipment Rental	Demobilization & Rental Charge for Road Plates Serial Number: N14347, N14360	Cross Country Pipeline Supply Co., Inc	\$1,643.00	Welded Post	Specialty Equipment	Subcontractor	Yes	9-Nov-18	Week 3	Post Petition	
321	Spread 7	11/16/2018	43447	73673-2	340027	Major Equipment Rental	Demobilization & Rental Charge for Excavator 336FL Serial Number: RK810856	Cross Country Pipeline Supply Co., Inc	\$10,441.01	Welded Post	Specialty Equipment	Incl Equipment	Yes	29 Oct - 12 Nov 18	Week 2-4	Post Petition	S VIII; Exh 2
322	Spread 7	11/16/2018	43447	72612	340028	Major Equipment Rental	Demobilization & Rental Charge for Excavator 336FL Serial Number: RK810770	Cross Country Pipeline Supply Co., Inc	\$5,741.67	Welded Post	Specialty Equipment	Incl Equipment	Yes	08 Nov - 12 Nov 18	Week 3-4	Post Petition	S VIII; Exh 2
323	Spread 7	11/8/2018	43447	73674	0339592-POST	Major Equipment Rental	Excavator 336FL Serial Number: RK810868	Cross Country Pipeline Supply Co., Inc	\$3,956.07	Welded Post	Specialty Equipment	Incl Equipment	Yes	05 Oct - 01 Nov 18	Week 1	Post Petition	S VIII; Exh 2
324	Spread 6	11/8/2018	43447	72235	0339603-POST	Small Equipment Rental	Road Plates Rental Serial Number: N14347, N14360	Cross Country Pipeline Supply Co., Inc	\$715.50	Welded Post	Specialty Equipment	Subcontractor	Yes	12 Oct - 08 Nov 18	Week 1-3	Post Petition	
325	Spread 7	11/8/2018	43447	201709	0339610-POST	Major Equipment Rental	Excavator 336FL Serial Number: RK810856	Cross Country Pipeline Supply Co., Inc	\$2,517.50	Welded Post	Specialty Equipment	Incl Equipment	Yes	01 Oct - 28 Oct 18	Week 1	Post Petition	S VIII; Exh 2
326	Spread 7	11/8/2018	43447	72612	0339611-POST	Major Equipment Rental	Excavator 336FL Serial Number: RK810770	Cross Country Pipeline Supply Co., Inc	\$6,113.93	Welded Post	Specialty Equipment	Incl Equipment	Yes	11 Oct - 07 Nov 18	Week 1-3	Post Petition	S VIII; Exh 2
327	Spread 7	11/16/2018	43447	73675-1	0340012-Post	Major Equipment Rental	Excavator 336FL Serial Number: RK810851	Cross Country Pipeline Supply Co., Inc	\$8,631.43	Welded Post	Specialty Equipment	Incl Equipment	Yes	18 Oct - 14 Nov 18	Week 1-4	Post Petition	S VIII; Exh 2
328	Spread 7	11/16/2018	43448	73675-1	0340013-Post	Major Equipment Rental		Cross Country Pipeline Supply Co., Inc	\$8,631.43	Welded Post	Specialty Equipment		No				
329	Spread 6	11/16/2018	43447	84295-1	0340025-Post	Small Equipment Rental	Serial Number: A7Q1779-1, A7Q1779-2, A7Q1779-3, A7Q1779-4	Cross Country Pipeline Supply Co., Inc	\$1,987.50	Welded Post	Specialty Equipment	Subcontractor	Yes	19 Oct - 15 Nov 18	Week 1-4	Post Petition	
358	Spread 7	12/7/2018	43451	73581	25462R	Accrued Use Tax, Major Equipment Rental	Pick Broom Rental SN: R20011271707, P9307, 44617, 1088168	Enviro Services Rentals, LLC	\$5,650.00	Welded Post	Specialty Equipment	Incl Equipment	Yes	07 Dec 18- 04 Jan 19	Week 7-11	Post Petition	S VIII; Exh 2
950	Spread 6	11/12/2018	43439	78515	6237-0012	Small Equipment Rental	Road Plates Rental	Support of Excavation, LLC	\$1,526.40	Welded Post	Specialty Equipment	Subcontractor	Yes	26 Oct - 23 Nov 18	Week 1-5	Post Petition	
951	Spread 6	12/14/2018	43451	78515	6237-0013	Small Equipment Rental	Road Plates Rental	Support of Excavation, LLC	\$1,526.40	Welded Post	Specialty Equipment	Subcontractor	Yes	23 Nov - 21 Dec 18	Week 5-9	Post Petition	
1045	Spread 7	10/30/2018	43432	74889	156699417-008	Small Equipment Rental	Spreader Bar Kit Rental 940/5530	United Rentals North America	\$8.30	Welded Post	Specialty Equipment	Incl Equipment	Yes	24 Oct - 26 Oct 18	Week 1	Post Petition	S VIII; A; (w)
1046	Spread 6	11/26/2018	43447	62632	811643504-008	Small Equipment Rental	Demob & cleaning charge - tank	United Rentals North America	\$3,903.77	Welded Post	Specialty Equipment	Incl Equipment	Yes	2 Nov - 20 Nov 18		Post Petition	S VIII; C
TOTAL \$ AMOUNT									\$105,453.92								

OGCS Approved as Specialty Equipment

WELDED ORIGINAL INPUT

Unique Invoice Identif	Spread	InvDate	DocDate	PONbr	InvNbr	Descriptions	Info from Invoice	NAME	Post-Petition Amounts	Cost Category as Allocated by Welded	Cost Category as Allocated by OGCS	Invoice provided in zip	Period	Wk No	Category of Period
3	Spread 6	10/31/2018	43431	82972	4374715	Small Equipment Rental	Open top weir Tank #A12820T Rental	Adler Tank Rentals LP	\$296.80	Included Equipment	Specialty Equipment	Yes	22 Oct - 31 Oct 18	Wk 1	Post Petition
4	Spread 7	10/31/2018	43438	201709	4375228A	Specialty Equipment Rental	21K Gal Frac Tank #A3001, #A956, #A047	Adler Tank Rentals LP	\$795.00	Specialty Equipment	Specialty Equipment	Yes	22 Oct - 31 Oct 18	Wk 1	Post Petition
5	Spread 7	11/30/2018	43452	79063-3	4383013	Small Equipment Rental	21K Gal Frac Tank #A956, A047, A3001 Rental	Adler Tank Rentals LP	\$2,385.00	Specialty Equipment	Specialty Equipment	Yes	1 Nov - 30 Nov 18	Wk 2-6	Post Petition
6	Spread 5	10/26/2018	43454	90183	4372147	Mobilization/Hauling	Demobilization of A68140T	Adler Tank Rentals LP	\$842.70	Subcontractor	Specialty Equipment	Yes	Not Stated		Dates Not Stated
7	Spread 6	11/30/2018	43452	201705	4382965	Small Equipment Rental	Open top weir Tank #A12820T	Adler Tank Rentals LP	\$890.40	Subcontractor	Specialty Equipment	Yes	1 Nov - 30 Nov 18	Wk 2-6	Post Petition
29	Spread 5	12/10/2018	43451	80795	811635444-011	Small Equipment Rental	Demob, Cleaning & Rental Charge for 21K Tank SERIAL NO LT1077	BakerCorp - United Rentals	\$2,292.25	Specialty Equipment	Specialty Equipment	Yes	12 Nov - 10 Dec 18	Week 4-8	Post Petition
30	Spread 6	12/5/2018	43451	83194	811639935-008	Small Equipment Rental	Demob, Cleaning & Rental Charge for 10K Tank SERIAL NO K2005L	BakerCorp - United Rentals	\$2,242.72	Specialty Equipment	Specialty Equipment	Yes	16 Nov - 4 Dec 18	Wk 4-7	Post Petition
297	Spread 5	11/30/2018	43451	92232	T60317012	Major Equipment Rental	Track Jaw Crusher Rental SERIAL NO; 79139	Cleveland Brothers Equipment Co., Inc.	\$9,540.00	Specialty Equipment	Specialty Equipment	Yes	30 Oct - 06 Nov 18	Week 2-3	Post Petition
484	Spread 7	10/24/2018	43438	201709	RSA025441-3	Major Equipment Rental	Kleeman Jaw Crusher (Rock Crusher) S/N:K0150034	Groff Tractor	\$26,521.20	Subcontractor	Specialty Equipment	Yes	24 Oct - 20 Nov 18	Week 1-5	Post Petition
485	Spread 7	11/7/2018	43445	201709	RSA025441-4	Major Equipment Rental	Credit for Kleeman Jaw Crusher (Rock Crusher) S/N:K0150034	Groff Tractor	-\$26,521.20	Subcontractor	Specialty Equipment	Yes	24 Oct - 20 Nov 18	Week 1-5	Post Petition
Total									\$19,284.87						

List from Welded for Mats

							WELDED ORIGINAL INPUT									
Unique Invoice Identif	Spread	InvDate	DocDate	PONbr	InvNbr	Descriptions	Info from Invoice	NAME	Post-Petition Amounts	Cost Category as Allocated by Welded	Cost Category - OGCS Position of Cost Category	Invoice provided in zip	Period	Wk No	Category of Period	
27	Spread 6	10/11/2018	30-Nov-18	201705	525-POST	Mats	Charge for Extended Lease until 31 Oct 18	Azul Estrella Services of Missouri, LLC	\$6,628.06	Mats	Mats	Yes	1 Oct - 31 Oct 18	Week 1-2	Post Petition	
28	Spread 6	11/26/2018	14-Dec-18	79402	575	Mats	Charge for 184 Mats not returned	Azul Estrella Services of Missouri, LLC	\$40,758.00	Mats	Mats	Yes	1 Oct - 31 Oct 18	Week 2	Post Petition	
911	Spread 5	10/31/2018	5-Dec-18	201701	RIN08734-POST	Mats	Hire of Mat - Mat TerraLam 500 - MCU54818DX	Sterling Lumber Company LLC	\$3,392.00	Mats	Mats	Yes	01 Oct - 31 Oct 18	Week 1-2	Post Petition	
952	Spread 5	10/27/2018	5-Dec-18	201701	2326	Mats	Hauled Mats	Timber-Mat Express	\$1,190.00	Mats	Subcontractor	Yes	22 Oct -23 Oct 18	Week 1	Post Petition	
953	Spread 5	10/27/2018	5-Dec-18	201701	2327	Mats	Hauled Mats	Timber-Mat Express	\$1,190.00	Mats	Subcontractor	Yes	22 Oct -23 Oct 18	Week 1	Post Petition	
954	Spread 5	10/27/2018	5-Dec-18	201701	2328	Mats	Hauled Mats	Timber-Mat Express	\$1,190.00	Mats	Subcontractor	Yes	22 Oct -23 Oct 18	Week 1	Post Petition	
1113	Spread 5	11/13/2018	10-Dec-18	81609	23909	Mats	Mat Hire	Viking Mat Company	\$28,238.40	Mats	Mats	Yes	13 Nov - 12 Dec 18	Week 4-8	Post Petition	
1152	Spread 5	10/31/2018	5-Dec-18	201701	201861048	Mats	Mat Hire (30' TM & 40' TM)	Yak Mat, LLC.	\$1,478.06	Mats	Mats	Yes	22 Oct - 31 Oct 18	Week 1-2	Post Petition	
1153	Spread 5	10/31/2018	5-Dec-18	201701	201861048	Mats	Mat Hire (30' TM & 40' TM)	Yak Mat, LLC.	\$633.46	Mats	Mats	Yes	22 Oct - 31 Oct 18	Week 1-2	Post Petition	
1154	Spread 6	10/31/2018	29-Nov-18	201705	201861050	Mats	Mat Hire (30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	\$2,903.69	Mats	Mats	Yes	23 Oct - 31 Oct 18	Week 1-2	Post Petition	
1155	Spread 6	10/31/2018	29-Nov-18	201705	201861050	Mats	Mat Hire (30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	\$829.63	Mats	Mats	Yes	23 Oct - 31 Oct 18	Week 1-2	Post Petition	
1156	Spread 6	10/31/2018	30-Nov-18	70460	201861049-POST	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	\$615.97	Mats	Mats	Yes	01 Oct - 22 Oct 18	Week 1	Post Petition	
1157	Spread 6	10/31/2018	30-Nov-18	70460	201861049-POST	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	\$175.99	Mats	Mats	Yes	01 Oct - 22 Oct 18	Week 1	Post Petition	
1158	Spread 6	11/30/2018	17-Dec-18	70460	201861113	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	\$4,638.56	Mats	Mats	Yes	01 Nov - 30 Nov 18	Week 2-6	Post Petition	
1159	Spread 5	11/30/2018	18-Dec-18	70181	2018611112	Mats	Mat Hire (18' TM and 16' Lams, 30' TM)	Yak Mat, LLC.	\$4,514.54	Mats	Mats	Yes	01 Nov - 30 Nov 18	Week 2-6	Post Petition	
1160	Spread 5	10/31/2018	5-Dec-18	201701	201861047	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM)	YAKMAT	\$1,022.61	Mats	Mats	Yes	01 Oct - 22 Oct 18	Week 1	Post Petition	
								Total	\$99,398.97							

OGCS Approved as Mats

WELDED ORIGINAL INPUT

Unique Invoice Identif	Spread	InvDate	DocDate	PONbr	InvNbr	Descriptions	Info from Invoice	NAME	Post-Petition Amounts	Cost Category as Allocated by Welded	Cost Category as Allocated by OGCS	Invoice provided in zip	Period	Wk No	Category of Period	Category of Period
27	Spread 6	10/11/2018	43434	201705	525-POST	Mats	Charge for Extended Lease until 31 Oct 18	Azul Estrella Services of Missouri, LLC	6,628.06	Welded Post	Mats	Mats	Yes	1 Oct - 31 Oct	Week 1-2	Post Petition
28	Spread 6	11/26/2018	43448	79402	575	Mats	Charge for 184 Mats not returned	Azul Estrella Services of Missouri, LLC	40,758.00	Welded Post	Mats	Mats	Yes	1 Oct - 31 Oct	Week 2	Post Petition
911	Spread 5	10/31/2018	43439	201701	RIN08734-POS	Mats	Hire of Mat - Mat TerraLam 500 - MCU54818DX	Sterling Lumber Company LLC	3,392.00	Welded Post	Mats	Mats	Yes	01 Oct - 31 Oct	Week 1-2	Post Petition
1113	Spread 5	11/13/2018	43444	81609	23909	Mats	Mat Hire	Viking Mat Company	28,238.40	Welded Post	Mats	Mats	Yes	13 Nov - 12 Dec	Week 4-8	Post Petition
1152	Spread 5	10/31/2018	43439	201701	201861048	Mats	Mat Hire (30' TM & 40' TM)	Yak Mat, LLC.	1,478.06	Welded Post	Mats	Mats	Yes	22 Oct - 31 Oct	Week 1-2	Post Petition
1153	Spread 5	10/31/2018	43439	201701	201861048	Mats	Mat Hire (30' TM & 40' TM)	Yak Mat, LLC.	633.46	Welded Post	Mats	Mats	Yes	22 Oct - 31 Oct	Week 1-2	Post Petition
1154	Spread 6	10/31/2018	43433	201705	201861050	Mats	Mat Hire (30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	2,903.69	Welded Post	Mats	Mats	Yes	23 Oct - 31 Oct	Week 1-2	Post Petition
1155	Spread 6	10/31/2018	43433	201705	201861050	Mats	Mat Hire (30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	829.63	Welded Post	Mats	Mats	Yes	23 Oct - 31 Oct	Week 1-2	Post Petition
1156	Spread 6	10/31/2018	43434	70460	201861049-PO	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	615.97	Welded Post	Mats	Mats	Yes	01 Oct - 22 Oct	Week 1	Post Petition
1157	Spread 6	10/31/2018	43434	70460	201861049-PO	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	175.99	Welded Post	Mats	Mats	Yes	01 Oct - 22 Oct	Week 1	Post Petition
1158	Spread 6	11/30/2018	43451	70460	201861113	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM, 24' TM)	Yak Mat, LLC.	4,638.56	Welded Post	Mats	Mats	Yes	01 Nov - 30 Nov	Week 2-6	Post Petition
1159	Spread 5	11/30/2018	43452	70181	201861112	Mats	Mat Hire (18' TM and 16' Lams, 30' TM)	Yak Mat, LLC.	4,514.54	Welded Post	Mats	Mats	Yes	01 Nov - 30 Nov	Week 2-6	Post Petition
1160	Spread 5	10/31/2018	43439	201701	201861047	Mats	Mat Hire (18' TM and 16' Lams, 30' TM, 40' TM)	YAKMAT	1,022.61	Welded Post	Mats	Mats	Yes	01 Oct - 22 Oct	Week 1	Post Petition
								Total	95,828.97							

List from Welded for Subcontractors

WELDED ORIGINAL INPUT																	
Unique Invoice Identif	Spread	InvDate	DocDate	PONbr	InvNbr	Descriptions	Info from Invoice	NAME	Post-Petition Amounts	Cost Category as Allocated by Welded	Cost Category as Allocated by OGCS	Specialty Equipment	Invoice provided in zip	Period	Wk No	Category of Period	Contract / AF Ref
6	Spread 5	10/26/2018	43454	90183	4372147	Mobilization/Hauling	Demobilization of A68140T	Adler Tank Rentals LP	\$842.70	Subcontractor	Incl Equipment	Yes	Not Stated			Dates Not Stated	
7	Spread 6	11/30/2018	43452	201705	4382965	Small Equipment Rental	Open top weir Tank #A12820T	Adler Tank Rentals LP	\$890.40	Subcontractor	Specialty Equipment	Yes	1 Nov - 30 Nov 18	Wk 2-6		Post Petition	
20	Spread 5	10/29/2018	43409	71393-3	1834	Need information	Roving & Static Security	American Pipeline Security, LLC	\$9,660.00	Subcontractor	Subcontractor	Yes	22 Oct - 28 Oct 18	Week 1		Post Petition	
21	Spread 5	10/29/2018	43409	71436-1	1835	Need information	Roving, Static & Escort Security	American Pipeline Security, LLC	\$12,020.00	Subcontractor	Subcontractor	Yes	22 Oct - 28 Oct 18	Week 1		Post Petition	
22	Spread 5	11/6/2018	43411	71393-3	1843	Need information	Roving & Static Security	American Pipeline Security, LLC	\$7,740.00	Subcontractor	Subcontractor	Yes	29 Oct - 03 Nov 18	Week 2		Post Petition	
23	Spread 5	11/6/2018	43411	71436-1	1844	Need information	Roving, Static & Escort Security	American Pipeline Security, LLC	\$8,865.00	Subcontractor	Subcontractor	Yes	29 Oct - 04 Nov 18	Week 2		Post Petition	
24	Spread 5	11/8/2018	43416	71393	1852	Need information	Credit for Roving & Static Security	American Pipeline Security, LLC	\$6,360.00	Subcontractor	Subcontractor	Yes	30 Oct - 03 Nov 18	Week 2		Post Petition	
25	Spread 6	11/8/2018	43416	71436	1853	Need information	Credit for Roving, Static & Escort Security	American Pipeline Security, LLC	\$7,625.00	Subcontractor	Subcontractor	Yes	30 Oct - 04 Nov 18	Week 2		Post Petition	
70	Spread 6	11/15/2018	43479	76600	65585-008	Truck Rental	RAM 2500 Laramie	Barco Rent-A-Truck	\$885.90	Subcontractor	Incl Equipment	Yes	1 Nov - 15 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
71	Spread 5	10/25/2018	43473	75470-5	4035819	Cash-Wachovia Bank, Small Equipment Rental	Damage Repairs (missing rops) & Demob Charge for CAT S83T Pilelayer S/N CM000287	Barco Rent-A-Truck - Should be Cross Country Infrastructure	\$4,833.77	Subcontractor	Incl Equipment	Yes	24-Oct-18	Week 1		Post Petition	S VIII; Exh 2
72	Spread 5	10/25/2018	43473	75470-5	4035819	Cash-Wachovia Bank, Small Equipment Rental		Barco Rent-A-Truck	\$4,833.77	Subcontractor	Incl Equipment	Yes	24-Oct-18	Week 1		Post Petition	AF-011 / S VIII; Exh 2 (Duplicate Invoice)
73	Spread 7	11/24/2018	43431	76636-2	R121252	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$678.40	Subcontractor	Incl Equipment	Yes	1 Nov - 24 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
74	Spread 5	11/24/2018	43431	82334	R121263	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$678.40	Subcontractor	Incl Equipment	Yes	1 Nov - 24 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
75	Spread 5	11/13/2018	43445	57495-A	64444	Truck Rental	Hire of RAM 1500	Barco Rent-A-Truck	\$109.52	Subcontractor	Incl Equipment	Yes	1 Nov - 4 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
76	Spread 5	11/4/2018	43445	58301-A	65076	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$113.08	Subcontractor	Incl Equipment	Yes	1 Nov - 4 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
77	Spread 6	11/4/2018	43445	76600-1	65620	Truck Rental	Hire of RAM 350 Flatbed	Barco Rent-A-Truck	\$165.68	Subcontractor	Incl Equipment	Yes	1 Nov - 4 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
78	Spread 6	11/4/2018	43445	76600-1	66095	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$113.08	Subcontractor	Incl Equipment	Yes	1 Nov - 4 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
79	Spread 5	11/13/2018	43445	57495-A	6444422	Truck Rental	Hire of RAM 1500	Barco Rent-A-Truck	\$246.42	Subcontractor	Incl Equipment	Yes	22 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
80	Spread 6	10/30/2018	43445	76600-1	6477621	Truck Rental	RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
81	Spread 5	10/30/2018	43445	59001-A	6507621	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
82	Spread 5	10/30/2018	43445	82334	6531720	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
83	Spread 5	10/30/2018	43445	58780-B1	6553920	Truck Rental	Hire of RAM 3500 Flatbed	Barco Rent-A-Truck	\$357.75	Subcontractor	Incl Equipment	Yes	22 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
84	Spread 5	11/13/2018	43445	58780-B	6554120	Truck Rental	Hire of RAM 3500 Flatbed	Barco Rent-A-Truck	\$357.75	Subcontractor	Incl Equipment	Yes	22 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
85	Spread 7	10/30/2018	43445	76638	6550420	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
86	Spread 5	10/30/2018	43445	59281-A3	6579620	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
87	Spread 6	10/30/2018	43445	76600-1	6609519	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
88	Spread 7	10/30/2018	43445	76638-2	6650919	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
89	Spread 5	10/30/2018	43445	61629-B	6663119	Truck Rental	Hire of RAM 3500 Flatbed	Barco Rent-A-Truck	\$357.75	Subcontractor	Incl Equipment	Yes	22 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
90	Spread 6	10/30/2018	43445	76600-1	6918015	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
91	Spread 5	10/30/2018	43445	58780-B1	6944815	Truck Rental	Hire of Chevrolet Silverado	Barco Rent-A-Truck	\$357.75	Subcontractor	Incl Equipment	Yes	22 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
92	Spread 7	10/30/2018	43445	201709	7424037	Truck Rental	Hire of GMC Sierra 2500 SLT	Barco Rent-A-Truck	\$286.20	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
93	Spread 5	10/30/2018	43445	201701	7626115	Truck Rental	Hire of GMC Sierra 2500 SLT	Barco Rent-A-Truck	\$286.20	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
94	Spread 5	11/13/2018	43440	201701	R120991	Rental Repairs	Hire of Sierra 2500 SLT	Barco Rent-A-Truck	\$508.40	Subcontractor	Incl Equipment	Yes	1 Nov - 13 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
95	Spread 6	11/15/2018	43447	76600	65585	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$141.35	Subcontractor	Incl Equipment	Yes	1 Nov - 5 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
96	Spread 7	11/13/2018	43451	76638-2	6363823	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
97	Spread 6	10/30/2018	43447	76600	6558520	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$254.43	Subcontractor	Incl Equipment	Yes	23 Oct - 31 Oct 18	Wk 1		Post Petition	AF-011 / S VIII; Exh 2
98	Spread 7	11/13/2018	43441	201709	R120997	Truck Rental	Hire of Sierra 2500 SLT	Barco Rent-A-Truck	\$508.40	Subcontractor	Incl Equipment	Yes	1 Nov - 13 Nov 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
99	Spread 7	12/4/2018	43451	76638	R125327	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$113.07	Subcontractor	Incl Equipment	Yes	1 Dec - 04 Dec 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
100	Spread 5	12/4/2018	43451	59281	R125328	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$113.07	Subcontractor	Incl Equipment	Yes	01 Dec - 04 Dec 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
101	Spread 7	12/4/2018	43451	76638	R125329	Truck Rental	Hire of RAM 2500 Laramie	Barco Rent-A-Truck	\$113.07	Subcontractor	Incl Equipment	Yes	1 Dec - 4 Dec 18	Wk 2 onwards		Post Petition	AF-011 / S VIII; Exh 2
118	Spread 6	10/24/2018	43431	201705	9633118	Outside Services	Labor Services - Disconnecting Trailers	C.M. High, Inc.	\$234.00	Subcontractor	Subcontractor	Yes	Not Stated			Dates Not Stated	
298	Spread 7	12/12/2018	43452	61039-2	743233212	Mobilization/Hauling	Demobilization of DBT LGP w/Winch SERIAL NO. 02B01585	Cleveland Brothers Equipment Co., Inc.	\$4,770.00	Subcontractor	Incl Equipment	Yes	05-Dec-18	Week 7		Post Petition	S VIII; Exh 2 & Art 1C
299	Spread 7	11/5/2018	43451	70264	74844216	Mobilization/Hauling	Demobilization & Fuel Charge for TL1255C Telehandler Rental SERIAL NO: 0ML701296	Cleveland Brothers Equipment Co., Inc.	\$760.02	Subcontractor	Incl Equipment	Yes	26-Oct	Week 1		Post Petition	S VIII; Exh 2 & Art 1C
300	Spread 6	12/3/2018	43451	76590-2	75138014	Mobilization/Hauling	Demobilization of DB Link 54in Bucket Rental SERIAL NO: 0NB24744	Cleveland Brothers Equipment Co., Inc.	\$159.00	Subcontractor	Incl Equipment	Yes	28-Nov	Week 6		Post Petition	S VIII; Exh 2 & Art 1C
301	Spread 7	11/29/2018	43451	81404	754481092	Small Equipment Rental	Demobilization & Rental Charge for Mini Excavator SERIAL NO: DCR503921	Cleveland Brothers Equipment Co., Inc.	\$3,137.60	Subcontractor	Incl Equipment	Yes	Not Stated			Dates Not Stated	S VIII; Exh 2 & Art 1C
302	Spread 6	12/7/2018	43452	84483-1	75659308	Major Equipment Rental	Demob & Rental Charge for Wheel Loader & 48 in IT Forks SERIAL NO: 0KTO3583, 170906277	Cleveland Brothers Equipment Co., Inc.	\$6,943.00	Subcontractor	Incl Equipment	Yes	17 Nov - 04 Dec 18	Week 4-7		Post Petition	S VIII; Exh 2 & Art 1C
311	Spread 5	10/30/2018	43434	201701	2461834	Outside Services	Waste Disposal Services	County Waste of Pennsylvania, LLC	\$168.74	Subcontractor	Subcontractor	Yes	25-Oct-18	Week 1		Post Petition	
312	Spread 5	10/31/2018	43434	201701	2463468	Outside Services	Waste Disposal Services	County Waste of Pennsylvania, LLC	\$265.40	Subcontractor	Subcontractor	Yes	29-Oct-18	Week 2		Post Petition	
359	Spread 7	11/29/2018	43448	73581	24605	Accrued Use Tax, Mobilization/Hauling	Demob Charge for John Deere Tractor and Box Blade x 2 SN: 1106120MAHH88621, 005848, 11061254AT07821296, P9308, P9309	Enviro Services Rentals, LLC	\$3,395.00	Subcontractor	Incl Equipment	Yes	Not stated			Dates Not Stated	S VIII; Exh 2 & Art 1C
360	Spread 7	12/12/2018	43452	81463	24676	Accrued Use Tax, Mobilization/Hauling	Demob Charge for Skid Steer Pick up Broom w/tractor adapter SN: 47806, P9308, P9309	Enviro Services Rentals, LLC	\$2,250.00	Subcontractor	Incl Equipment	Yes	26-Nov-18	Week 6		Post Petition	S VIII; Exh 2 & Art 1C
484	Spread 7	10/24/2018	43438	201709	RSA025441-3	Major Equipment Rental	Kleenman Jaw Crusher (Rock Crusher) S/N:K0150034	Groff Tractor	\$26,521.20	Subcontractor	Specialty Equipment	Yes	24 Oct - 20 Nov 18	Week 1-5		Post Petition	
485	Spread 7	11/7/2018	43445	201709	RSA025441-4	Major Equipment Rental	Credit for Kleenman Jaw Crusher (Rock Crusher) S/N:K0150034	Groff Tractor	\$26,521.20	Subcontractor	Specialty Equipment	Yes	24 Oct - 20 Nov 18	Week 1-5		Post Petition	
486	Spread 6	10/29/2018	43409	#####	24665	Need information	Seeding, Fertilize, Mulch, Fencing, Gates (Seeding & Restoration)	Gainmup's Restoration and Environmental	\$539,423.91	Subcontractor	Subcontractor	Yes	22 Oct - 28 Oct 18	Week 1		Post Petition	
555	Spread 7	11/30/2018	43451	71899-1	10181223	Accrued Use Tax, Major Equipment Rental	Demob & Fuel Charge for Mack Tri-Axle Dump Truck Rental Serial# 1M2AX07C1HMO34657	Illinois Truck & Equipment Co., Inc.	\$1,399.00	Subcontractor	Incl Equipment	Yes	19-Nov-18	Week 5		Post Petition	S VIII; Exh 2 & Art 1C
556	Spread 6	12/14/2018	43452	71920-1	10182263	Accrued Use Tax, Major Equipment Rental	Demob & Fluid Charge for Mack Tri-Axle Dump Truck Rental Serial# 1M2AX07C5HMO34659	Illinois Truck & Equipment Co., Inc.	\$1,327.50	Subcontractor	Incl Equipment	Yes	19-Nov-18	Week 5		Post Petition	S VIII; Exh 2 & Art 1C
557	Spread 6	12/14/2018	43452	88087-1	10182265	Accrued Use Tax, Major Equipment Rental	Rental Damage & Demob charge Credit of \$8,000 for 4 - 23 Nov 18 Morooka Serial#-A3003063	Illinois Truck & Equipment Co., Inc.	\$4,360.00	Subcontractor	Incl Equipment	Yes	4-Nov-18	Week 2		Post Petition	S VIII; Exh 2 & Art 1C
558	Spread 7	12/18/2018	43454	71908	10182443	Accrued Use Tax, Mobilization/Hauling	Demob & Fuel Charges for Water Truck Tandem Axle Serial#-2NP3L9JKAJMA81717	Illinois Truck & Equipment Co., Inc.	\$1,519.50	Subcontractor	Incl Equipment	Yes	19-Nov-18	Week 5		Post Petition	S VIII; Exh 2 & Art 1C
586	Spread 6	11/14/2018	43446	85824	21461	Mobilization/Hauling	Demobilization of Incl Equipment OR100 CAT 725 (Articulated Dump Truck) No Serial Number stated	Ligonier Trucking Company	\$1,800.00	Subcontractor	Incl Equipment	Yes	13-Nov-18	Week 4		Post Petition	S VIII; Exh 2 & Art 1C
593	Spread 5	11/29/2018	43451	201701	R83260169108	Mobilization/Hauling	Demobilization of Backhoe IT Front Bucket Rental Ser 420/BK614	MacAllister Rental, LLC	\$100.00	Subcontractor	Incl Equipment	Yes	16-Nov-18	Week 4		Post Petition	S VIII; Exh 2 & Art 1C
641	Spread 5	11/30/2018	43451	73600	9005404421	Field Office Rental	Office Clean - VS20ZYW3040	Mobile Mini, Inc.	\$238.50	Subcontractor	Subcontractor	Yes	Not stated			Dates Not Stated	
644	Spread 5	10/19/2018	43438	71304	9005271170	Field Office Rental	Clean Unit - Field Office Rental AS20ZYW0197	Mobile Mini, Inc.	\$201.40	Subcontractor	Subcontractor	Yes	Not stated			Dates Not Stated	
653	Spread 7	10/23/2018	43434	71141-7	2302494V	Highway Permits and Fees	Hauling Permits	Nationwide Express Services Inc	\$514.20	Subcontractor	Subcontractor	Yes	23-Oct-18	Week 1		Post Petition	
654	Spread 7	10/24/2018	43434	71141-7	2302529V	Highway Permits and Fees	Hauling Permits	Nationwide Express Services Inc	\$334.84	Subcontractor	Subcontractor</						

771	Spread 5	11/30/2018	43451	65328	RR0300050149	Mobilization/Hauling	Demobilization of 336F Excavator Rental SERIAL NO: DRK810435	Ohio CAT	\$2,650.00	Subcontractor	Incl Equipment	Yes	3-Nov-18	Week 2 onwards	Post Petition	S VIII; Exh 2 & Art 1C
772	Spread 7	11/30/2018	43451	66227-A	RR0300050153	Small Equipment Rental	Demob, Fuel & Rental Charge for 336F Excavator - SERIAL NO: DRK810413	Ohio CAT	\$6,874.10	Subcontractor	Incl Equipment	Yes	07 Nov - 13 Nov 18	Week 2 onwards	Post Petition	S VIII; Exh 2 & Art 1C
773	Spread 5	12/12/2018	43451	65329-A	RR0300050433	Mobilization/Hauling	Demobilization of 336 Excavator Rental - SERIAL NO 0NBC08462	Ohio CAT	\$2,650.00	Subcontractor	Incl Equipment	Yes	12-Nov-18	Week 2 onwards	Post Petition	S VIII; Exh 2 & Art 1C
774	Spread 6	11/30/2018	43451	71405-1	RR0300003521	Major Equipment Rental	Demob Charge & Rental Credit for 336F Excavator SERIAL NO: DRK810490	Ohio CAT	-\$3,757.70	Subcontractor	Incl Equipment	Yes	2-Nov-18	Week 2 onwards	Post Petition	S VIII; Exh 2 & Art 1C
775	Spread 5	11/30/2018	43454	76385-3	RR0300003522	Major Equipment Rental	Demobilization & Fuel Charge & Rental Credit for 349F Excavator SERIAL NO: 0B2210183	Ohio CAT	-\$612.68	Subcontractor	Incl Equipment	Yes	20-Oct-18	Pre Petition	Pre-Petition	S VIII; Exh 2 & Art 1C
776	Spread 6	12/4/2018	43451	R82447A	RR0300003527	Major Equipment Rental	Demob & Rental Credit for H160 HH Hammer SERIAL NO: 0W9800239	Ohio CAT	-\$4,112.80	Subcontractor	Incl Equipment	Yes	5-Nov-18	Week 2 onwards	Post Petition	S VIII; Exh 2 & Art 1C
886	Spread 6	12/18/2018	12/20/2018	79339-2	CM-00001666	Truck Rental	Credit for Flatbed Serial No. 2-0000092 VIN #: 1T1FW2879WEE65178	Premier Truck Rental, LLC	-\$1,325.00	Subcontractor	Incl Equipment	yes	11-19-18 to 12-16-18	wk 5 to 8	Post Petition	S VIII; Exh 2 & Art 1C
887	Spread 6	12/4/2018	12/17/2018	79339-2	CM-0001386	Truck Rental	Demob Charge & Credit for Flatbed Serial No. 5-0000276 VIN #: 1FD0W5HT1HEC69094 Credit for non used days offset against Demob Costs for the unit.	Premier Truck Rental, LLC	-\$908.00	Subcontractor	Incl Equipment	yes	11-19-18 to 12-16-18	wk 5 to 8	Post Petition	S VIII; Exh 2 & Art 1C
901	Spread 6	11/14/2018	12/6/2018	201705	1301212	Major Equipment Rental	Demobilization costs for Terramac R19 Crawler Serial No. 980057 and Finn 870 Straw Blower Serial No. 3241173	Shafer Equipment LLC	\$1,399.20	Subcontractor	Subcontractor	yes	11/13/2018	wk 4	Post Petition	
910	Spread 5	10/11/2018	12/17/2018	201701	7732-Post	Mobilization/Hauling	Rental of Tri-axle truck to haul dirt / rock from Bethel Road to Laydown Yard	Stadium Dirt Designs, Inc.	\$14,962.50	Subcontractor	Incl Equipment	Yes	10-5-18 to 10-11-18	pre-petition period	Pre-Petition	S VIII; Exh 2 & Art 1C
946	Spread 5	12/6/2018	43451	59399-A	164600	Mobilization/Hauling	Haul 336 Excavator S/N FJH00695 from Lebanon to Stec Location, Kansas City Missouri	Sunbelt Tractor & Equipment Co	\$10,010.00	Subcontractor	Incl Equipment	Yes	26-Nov-18	Week 6	Post Petition	
966	Spread 7	11/10/2018	43447	95865	2530	Mobilization/Hauling	Hauling 2 Van Trailers along spread	Tri-Boro Materials, LLC	\$495.00	Subcontractor	Incl Equipment	Yes	3-Nov-18	Week 2	Post Petition	AF-016 / S VIII Art 2C
1102	Spread 5	11/30/2018	43441	85459	9975106101	Electrical Subcontractor	MLV09 & 10 - Work 100% Completed	VEC, Inc	\$4,111.35	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated	
1103	Spread 6	11/30/2018	43441	85460	9975106102	Electrical Subcontractor	MLV06, 07, 07A & 08 - Work 100% Completed	VEC, Inc	\$8,720.55	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated	
1104	Spread 7	11/30/2018	43441	85461	9975106103	Electrical Subcontractor	MLV02, 03, 04 & 05 - Work 100% Completed	VEC, Inc	\$57,323.70	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated	
1105	Spread 5	11/30/2018	43441	85459	9975106101-8	Electrical Subcontractor	Retainage Held for MLV09 & 10 - Work 100% Completed	VEC, Inc	\$490.15	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated	
1106	Spread 6	11/30/2018	43441	85460	9975106102-8	Electrical Subcontractor	Retainage Held for MLV06, 07, 07A & 08 - Work 100% Completed	VEC, Inc	\$968.95	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated	
1107	Spread 7	11/30/2018	43441	85461	9975106103-8	Electrical Subcontractor	Retainage Held for MLV02, 03, 04 & 05 - Work 100% Completed	VEC, Inc	\$6,369.30	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated	
1116	Spread 6	11/1/2018	43447	70104-1	A-217193	Outside Services	Portable Toilets Hire	Walters Services Inc	\$2,322.80	Subcontractor	Incl Equipment	Yes	23 Oct - 05 Nov 18	Week 1-2	Post Petition	AF-005 / S VIII Art 2A
1121	Spread 5	12/11/2018	43452	201701	1110759-0061-8	ROW Waste Disposal	Late Payment Charge for Inv 1107030 of 01 Nov 18 (ID 1129 & 1130)	Waste Management	\$183.83	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition	
1122	Spread 5	12/18/2018	43468	201701	1112657-0061-2	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$845.04	Subcontractor	Subcontractor	Yes	13-Dec-18	Week 8	Post Petition	
1123	Spread 5	12/18/2018	43468	201701	1112838-0061-8	ROW Waste Disposal	Late Payment Charge for Inv 1107940 of 13 Nov 18 (ID 1132)	Waste Management	\$533.04	Subcontractor	Subcontractor	Yes	31 Oct - 10 Nov 18	Week 2-3	Post Petition	
1124	Spread 5	12/26/2018	43469	201701	1112938-0061-6	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$500.54	Subcontractor	Subcontractor	Yes	19-Dec-18	Week 9	Post Petition	
1125	Spread 7	11/1/2018	43479	201709	228998400615	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$156.84	Subcontractor	Subcontractor	Yes	23-Oct-18	Week 1	Post Petition	
1126	Spread 7	12/11/2018	43452	201709	2295093-0061-7	ROW Waste Disposal	Late Payment Charge for Inv 2289984 of 01 Nov 18 (ID 1119 & 1120)	Waste Management	\$37.33	Subcontractor	Subcontractor	Yes	23-Oct-18	Week 1	Post Petition	
1127	Spread 5	11/1/2018	43439	201701	110700400614-PO	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$10,953.73	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition	
1128	Spread 5	11/1/2018	43439	201701	110700400614-PO	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$3,129.63	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition	
1129	Spread 5	11/1/2018	43439	201701	110703000619-PO	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$8,452.55	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition	
1130	Spread 5	11/1/2018	43439	201701	110703000619-PO	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$2,615.01	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition	
1131	Spread 5	11/13/2018	43446	201701	1107926-0061-8	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$33,601.67	Subcontractor	Subcontractor	Yes	30 Oct - 10 Nov 18	Week 2-3	Post Petition	
1132	Spread 5	11/13/2018	43446	201701	1107940-0061-9	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$21,121.78	Subcontractor	Subcontractor	Yes	31 Oct - 10 Nov 18	Week 2-3	Post Petition	
1133	Spread 5	11/20/2018	43447	201701	1110008-0061-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$19,609.27	Subcontractor	Subcontractor	Yes	11 Nov - 17 Nov 18	Week 4	Post Petition	
1134	Spread 5	11/20/2018	43447	201701	1110015-0061-5	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$11,118.89	Subcontractor	Subcontractor	Yes	11 Nov - 17 Nov 18	Week 4	Post Petition	
1135	Spread 5	11/27/2018	43451	201701	1110048-0061-6	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$27,238.27	Subcontractor	Subcontractor	Yes	18 Nov - 24 Nov 18	Week 5	Post Petition	
1136	Spread 5	11/27/2018	43451	201701	1110055-0061-1	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$7,880.96	Subcontractor	Subcontractor	Yes	18 Nov - 24 Nov 18	Week 5	Post Petition	
1137	Spread 5	12/3/2018	43451	201701	1110195-0061-5	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$11,160.60	Subcontractor	Subcontractor	Yes	21 Nov - 26 Nov 18	Week 5	Post Petition	
1138	Spread 5	12/11/2018	43452	201701	1110749-0061-9	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$17,279.24	Subcontractor	Subcontractor	Yes	19 Nov - 01 Dec 18	Week 5-6	Post Petition	
Total									\$914,915.62							

OGCS Approved as Subcontractor

							WELDED ORIGINAL INPUT											
Unique Invoice Identif	Spread	InvcDate	DocDate	PONbr	InvncNbr	Descriptions	Info from Invoice	NAME	Post-Petition Amounts	Cost Category as Allocated by Welded	Cost Category - OGCS Position of Cost Category	Invoice provided in zip	Period	Wk No	Category of Period			
20	Spread 5	10/29/2018	5-Nov-18	71393-3	1834	Need information	Roving & Static Security	American Pipeline Security, LLC	\$9,660.00	Subcontractor	Subcontractor	Yes	22 Oct - 28 Oct 18	Week 1	Post Petition			
21	Spread 5	10/29/2018	5-Nov-18	71436-1	1835	Need information	Roving, Static & Escort Security	American Pipeline Security, LLC	\$12,020.00	Subcontractor	Subcontractor	Yes	22 Oct - 28 Oct 18	Week 1	Post Petition			
22	Spread 5	11/6/2018	7-Nov-18	71393-3	1843	Need information	Roving & Static Security	American Pipeline Security, LLC	\$7,740.00	Subcontractor	Subcontractor	Yes	29 Oct - 03 Nov 18	Week 2	Post Petition			
23	Spread 6	11/6/2018	7-Nov-18	71436	1844	Need information	Roving, Static & Escort Security	American Pipeline Security, LLC	\$8,865.00	Subcontractor	Subcontractor	Yes	29 Oct - 04 Nov 18	Week 2	Post Petition			
24	Spread 5	11/8/2018	12-Nov-18	71393	1852	Need information	Credit for Roving & Static Security	American Pipeline Security, LLC	\$6,360.00	Subcontractor	Subcontractor	Yes	30 Oct - 03 Nov 18	Week 2	Post Petition			
25	Spread 6	11/8/2018	12-Nov-18	71436	1853	Need information	Credit for Roving, Static & Escort Security	American Pipeline Security, LLC	\$7,625.00	Subcontractor	Subcontractor	Yes	30 Oct - 04 Nov 18	Week 2	Post Petition			
118	Spread 6	10/24/2018	27-Nov-18	201705	9633118	Outside Services	Labor Services - Disconnecting Trailers	C.M. High, Inc.	\$234.00	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
311	Spread 5	10/30/2018	30-Nov-18	201701	2461834	Outside Services	Waste Disposal Services	County Waste of Pennsylvania, LLC	\$168.74	Subcontractor	Subcontractor	Yes	25-Oct-18	Week 1	Post Petition			
312	Spread 5	10/31/2018	30-Nov-18	201701	2463468	Outside Services	Waste Disposal Services	County Waste of Pennsylvania, LLC	\$265.40	Subcontractor	Subcontractor	Yes	29-Oct-18	Week 2	Post Petition			
319	Spread 6	11/16/2018	13-Dec-18	72236-2	340023	Mobilization/Hauling, Small Equipment Rental	Demobilization & Rental Charge for Road Plates Serial Number: A7R2172, B7Q3857-3, A7N0552, D0705, D0710	Cross Country Pipeline Supply Co., Inc.	\$4,266.50	Specialty Equipment	Subcontractor	Yes	22 Oct - 8 Nov 18	Week 1-4	Post Petition			
320	Spread 6	11/16/2018	13-Dec-18	72235	340024	Mobilization/Hauling, Small Equipment Rental	Demobilization & Rental Charge for Road Plates Serial Number: N14347, N14360	Cross Country Pipeline Supply Co., Inc.	\$1,643.00	Specialty Equipment	Subcontractor	Yes	9-Nov-18	Week 3	Post Petition			
324	Spread 6	11/8/2018	13-Dec-18	72235	0339603-P	Small Equipment Rental	Road Plates Rental Serial Number: N14347, N14360	Cross Country Pipeline Supply Co., Inc.	\$715.50	Specialty Equipment	Subcontractor	Yes	12 Oct - 08 Nov 18	Week 1-3	Post Petition			
329	Spread 6	11/16/2018	13-Dec-18	84295-1	0340025-P	Small Equipment Rental	Road Plates Rental Serial Number: A7Q1779-1, A7Q1779-2, A7Q1779-3, A7Q1779-4	Cross Country Pipeline Supply Co., Inc.	\$1,987.50	Specialty Equipment	Subcontractor	Yes	19 Oct - 15 Nov 18	Week 1-4	Post Petition			
486	Spread 6	10/29/2018	5-Nov-18	12/10/2129	24665	Need information	Seeding, Fertilize, Mulch, Fencing, Gate: (Seeding & Restoration)	Gwinup's Restoration and Environmental	\$539,423.91	Subcontractor	Subcontractor	Yes	22 Oct - 28 Oct 18	Week 1	Post Petition			
519	Spread 6	10/29/2018	4-Dec-18	90765	008-POST	Mobilization/Hauling	Hauling Services	Hollow Mountain Contracting	\$4,400.00	Included Equipment	Subcontractor	Yes	20 Oct - 22 Oct 18	Week 1	Post Petition			
641	Spread 5	11/30/2018	17-Dec-18	73600	9.01E+09	Field Office Rental	Office Clean - VS202YW3040 Clean Unit - Field Office Rental AS20TYW0197	Mobile Mini, Inc.	\$238.50	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
644	Spread 5	11/9/2018	4-Dec-18	71304	9.01E+09	Field Office Rental	AS20TYW0197	Mobile Mini, Inc.	\$201.40	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
653	Spread 7	10/23/2018	30-Nov-18	71141-7	2302494V	Highway Permits and Fees	Hauling Permits	Nationwide Express Services Inc	\$514.20	Subcontractor	Subcontractor	Yes	23-Oct-18	Week 1	Post Petition			
654	Spread 7	10/24/2018	30-Nov-18	71141-7	2302529V	Highway Permits and Fees	Hauling Permits	Nationwide Express Services Inc	\$334.84	Subcontractor	Subcontractor	Yes	24-Oct-18	Week 1	Post Petition			
655	Spread 6	10/23/2018	5-Dec-18	77002-5	2302495V	Highway Permits and Fees	Hauling Permits	Nationwide Express Services Inc	\$3,473.27	Subcontractor	Subcontractor	Yes	23-Oct-18	Week 1	Post Petition			
656	Spread 6	10/24/2018	5-Dec-18	77002	2302530V	Highway Permits and Fees	Hauling Permits	Nationwide Express Services Inc	\$4,360.96	Subcontractor	Subcontractor	Yes	24-Oct-18	Week 1	Post Petition			
901	Spread 6	11/14/2018	6-Dec-18	201705	1301212	Major Equipment Rental	Demobilization costs for Terramac RT9 Crawler Serial No. 980057 and Finn B70 Straw Blower Serial No. 3241173	Shafer Equipment LLC	\$1,399.20	Subcontractor	Subcontractor	yes	11/13/2018	wk 4	Post Petition			
950	Spread 6	11/12/2018	5-Dec-18	78515	6237-0012	Small Equipment Rental	Road Plates Rental	Support of Excavation, LLC	\$1,526.40	Specialty Equipment	Subcontractor	Yes	26 Oct - 23 Nov 18	Week 1-5	Post Petition			
951	Spread 6	12/14/2018	17-Dec-18	78515	6237-0013	Small Equipment Rental	Road Plates Rental	Support of Excavation, LLC	\$1,526.40	Specialty Equipment	Subcontractor	Yes	23 Nov - 21 Dec 18	Week 5-9	Post Petition			
952	Spread 5	10/27/2018	5-Dec-18	201701	2326	Mats	Hauled Mats	Timber-Mat Express	\$1,190.00	Mats	Subcontractor	Yes	22 Oct - 23 Oct 18	Week 1	Post Petition			
953	Spread 5	10/27/2018	5-Dec-18	201701	2327	Mats	Hauled Mats	Timber-Mat Express	\$1,190.00	Mats	Subcontractor	Yes	22 Oct - 23 Oct 18	Week 1	Post Petition			
954	Spread 5	10/27/2018	5-Dec-18	201701	2328	Mats	Hauled Mats	Timber-Mat Express	\$1,190.00	Mats	Subcontractor	Yes	22 Oct - 23 Oct 18	Week 1	Post Petition			
1102	Spread 5	11/30/2018	7-Dec-18	85459	9.98E+09	Electrical Subcontractor	MLV09 & 10 - Work 100% Completed	VEC, Inc	\$4,411.35	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
1103	Spread 6	11/30/2018	7-Dec-18	85460	9.98E+09	Electrical Subcontractor	MLV06, 07, 07A & 08 - Work 100% Completed	VEC, Inc	\$8,720.55	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
1104	Spread 7	11/30/2018	7-Dec-18	85461	9.98E+09	Electrical Subcontractor	MLV02, 03, 04 & 05 - Work 100% Completed	VEC, Inc	\$57,323.70	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
1105	Spread 5	11/30/2018	7-Dec-18	85459	997510610	Electrical Subcontractor	Retainage Held for MLV09 & 10 - Work 100% Completed	VEC, Inc	\$490.15	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
1106	Spread 6	11/30/2018	7-Dec-18	85460	997510610	Electrical Subcontractor	Retainage Held for MLV06, 07, 07A & 08 - Work 100% Completed	VEC, Inc	\$968.95	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
1107	Spread 7	11/30/2018	7-Dec-18	85461	997510610	Electrical Subcontractor	Retainage Held for MLV02, 03, 04 & 05 - Work 100% Completed	VEC, Inc	\$6,369.30	Subcontractor	Subcontractor	Yes	Not stated		Dates Not Stated			
1121	Spread 5	12/11/2018	18-Dec-18	201701	1110759-0	ROW Waste Disposal	Late Payment Charge for Inv 1107930 of 01 Nov 18 (ID 1129 & 1130)	Waste Management	\$183.83	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition			
1122	Spread 5	12/18/2018	3-Jan-19	201701	1112657-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$845.04	Subcontractor	Subcontractor	Yes	13-Dec-18	Week 8	Post Petition			
1123	Spread 5	12/18/2018	3-Jan-19	201701	1112838-0	ROW Waste Disposal	Late Payment Charge for Inv 1107940 of 13 Nov 18 (ID 1132)	Waste Management	\$533.04	Subcontractor	Subcontractor	Yes	31 Oct - 10 Nov 18	Week 2-3	Post Petition			
1124	Spread 5	12/26/2018	4-Jan-19	201701	1112938-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$500.54	Subcontractor	Subcontractor	Yes	19-Dec-18	Week 9	Post Petition			
1125	Spread 7	11/1/2018	14-Jan-19	201709	228998400	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$156.84	Subcontractor	Subcontractor	Yes	23-Oct-18	Week 1	Post Petition			
1126	Spread 7	12/11/2018	18-Dec-18	201709	2295093-0	ROW Waste Disposal	Late Payment Charge for Inv 2289984 of 01 Nov 18 (ID 1119 & 1120)	Waste Management	\$37.33	Subcontractor	Subcontractor	Yes	23-Oct-18	Week 1	Post Petition			
1127	Spread 5	11/1/2018	5-Dec-18	201701	110700400	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$10,953.73	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition			
1128	Spread 5	11/1/2018	5-Dec-18	201701	110700400	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$3,129.63	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition			
1129	Spread 5	11/1/2018	5-Dec-18	201701	110703000	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$8,452.55	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition			
1130	Spread 5	11/1/2018	5-Dec-18	201701	110703000	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$2,415.01	Subcontractor	Subcontractor	Yes	21 Oct - 30 Oct 18	Week 1	Post Petition			
1131	Spread 5	11/13/2018	12-Dec-18	201701	1107926-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$33,601.67	Subcontractor	Subcontractor	Yes	30 Oct - 10 Nov 18	Week 2-3	Post Petition			
1132	Spread 5	11/13/2018	12-Dec-18	201701	1107940-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$21,121.78	Subcontractor	Subcontractor	Yes	31 Oct - 10 Nov 18	Week 2-3	Post Petition			
1133	Spread 5	11/20/2018	13-Dec-18	201701	1110008-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$19,609.27	Subcontractor	Subcontractor	Yes	11 Nov - 17 Nov 18	Week 4	Post Petition			
1134	Spread 5	11/20/2018	13-Dec-18	201701	1110015-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$11,118.89	Subcontractor	Subcontractor	Yes	11 Nov - 17 Nov 18	Week 4	Post Petition			
1135	Spread 5	11/27/2018	17-Dec-18	201701	1110048-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$27,238.27	Subcontractor	Subcontractor	Yes	18 Nov - 24 Nov 18	Week 5	Post Petition			
1136	Spread 5	11/27/2018	17-Dec-18	201701	1110055-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$7,880.96	Subcontractor	Subcontractor	Yes	18 Nov - 24 Nov 18	Week 5	Post Petition			
1137	Spread 5	12/3/2018	17-Dec-18	201701	1110195-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$11,160.60	Subcontractor	Subcontractor	Yes	21 Nov - 26 Nov 18	Week 5	Post Petition			
1138	Spread 5	12/11/2018	18-Dec-18	201701	1110749-0	ROW Waste Disposal	Waste Disposal Services	Waste Management	\$17,279.24	Subcontractor	Subcontractor	Yes	19 Nov - 01 Dec 18	Week 5-6	Post Petition			
Total									\$849,051.94									

EXHIBIT K



John F. Heil, III
320 South Boston Avenue, Suite 200
Tulsa, OK 74103-3706
Direct Dial: (918) 594-0480
Facsimile: (918) 594-0505
jheil@hallestill.com

April 18, 2019

Via U.S. Mail and Email (sbeach@ycst.com)

Sean M. Beach

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Rodney Square, 1000 North King Street

Wilmington, DE 19801

**Re: In re: Welded Construction, L.P., In the United States Bankruptcy Court
for the District of Delaware, Case No. 18-12378; Post-Petition Reconciliation
Payment Due to Transco Pursuant to Orders Approving Commitment
Letters.**

Dear Sean:

This letter sets forth the amount due to be refunded to Transcontinental Gas Pipe Line Company, LLC ("Transco") by Welded Construction, LP ("Welded") pursuant to the Court's Orders approving Transco's Commitment Letters, including: (1) the Order Approving Commitment Letter from Transco dated October 23, 2018 ("First Commitment Letter"); (2) the Order Approving Second Commitment Letter from Transco dated October 29, 2018 ("Second Commitment Letter"); and (3) the Order Approving Third Commitment Letter from Transco dated November 8, 2018 ("Third Commitment Letter").

Pursuant to these Orders, Transco provided pre-funding to Welded for post-petition work continuing under the Transco-Welded contract 2016-0001 (the "Contract") relating work on spreads 5, 6 and 7 of the Atlantic Sunrise pipeline project ("Project") as follows (collectively, the "Transco Funds"):

First Commitment Letter (funding for work on the project from 10/22/18 – 10/28/18)	\$4,600,000.00
Second Commitment Letter (funding for work on the project from 10/29/18 – 11/4/18)	\$1,800,000.00
Third Commitment Letter (funding for work on the project from 11/5/18 – 12/8/18) ¹	<u>\$1,650,000.00</u>

¹ Clean up and restoration work on Spreads 5, 6 and 7 was to cease as of November 7, 2018 with Welded to remove all equipment from the pipeline right-of-way no later than November 15, 2018. Welded was to demobilize equipment from contractor yards for Spreads 5 and 7 by November 21, 2018 and for Spread 6 by December 8, 2018.

Sean Beach
 April 18, 2019
 Page 2

Transco Funds total	\$8,050,000.00
---------------------	----------------

Pursuant to the Court's Orders, notwithstanding any language in any order authorizing and approving post-petition financing in these chapter 11 cases, the Transco Funds "shall be free of and not encumbered by any liens or claims under any such financing or any other liens or claims of any other party." The Transco Funds were provided for the benefit of the Project as set forth in the Contract only and to be applied only to costs incurred during the specific time periods specified by the Court's Orders and Commitment Letters. None of the Transco Funds were authorized for use to pay any past due amounts owed to Welded's subcontractors, vendors or suppliers or debts or work associated with projects for other clients. The use of the Transco Funds was subject to true up/reconciliation consistent with funds provided previously by Transco to Welded for the Project pursuant to the Contract.

Welded was authorized to use funds provided pursuant to the First Commitment Letter to pay subcontractors, vendors and suppliers for work performed on the Project from October 22, 2018 through October 28, 2018 pursuant to the Contract. Thereafter, Welded was to use the funds provided pursuant to the Second and Third Commitment Letters only for Welded actual costs pursuant to its work on the Project from October 29, 2018 through the deadlines provided, with Transco assuming the obligation to pay directly all subcontractors, service providers and vendors attributable to work provided on the Project pursuant to the Contract but only to the extent not otherwise included in "Included Equipment" as set forth in the Contract. Other than the timing of funding (provided on a weekly basis) and the completion of Scope of Work (set forth in the Third Commitment Letter), the terms and conditions of the Contract remained in effect. Specifically, the payment of "Labor Costs" and "Equipment Fee" set forth in the Contract remained for all post-petition work in connection with the Commitment Letters.²

Following the completion of the post-petition work set forth in the Commitment Letters, Welded submitted the following reconciliation summary of costs:

Cost Categories	Amount Claimed by Welded
Labor & Expenses	
(Home Office/Site-Supervision-Welded)	\$1,572,097.66
<u>(Home Office/Site-Supervision-Others)</u>	<u>\$1,517,923.37</u>
Total Labor Costs	\$3,090,021.03
Equipment	
Included Equipment	\$2,541,233.89
Accruals	<u>\$1,117,691.78</u>
	\$3,658,925.67

² As set forth in the Contract, "'Equipment Fee' means a flat fee calculated as 50% of labor Costs payable for actual Work performed by all NPLA Personnel and Field Personnel assigned to the project. Contract, Section VIII, Article 2(A).

Sean Beach
 April 18, 2019
 Page 3

Specialty Equipment	\$105,453.92
Materials	\$6,523.29
Mats	\$99,398.97
<u>Subcontractors</u>	<u>\$914,677.12</u>
Total	\$7,875,000.00 ³

Proper Reconciliation of Transco Funds

Upon review of Welded's reconciliation of Transco Funds, errors were noted. A proper reconciliation of Transco Funds pursuant to the Court's Orders and the Commitment Letters is set forth below.

Labor Costs. Transco accepts Welded's calculation of Labor Costs in the amount of \$3,090,021.03.

Equipment. Welded's reconciliation of Equipment costs is improper as it simply represents a tally of all direct equipment fees/expenses rather than the appropriate calculation of the "Equipment Fee" as set forth in the Contract. Pursuant to the Contract, the Equipment Fee to be charged Transco is a flat fee calculated as 50% of Labor Costs payable for actual Work performed. With Labor Costs in the amount of \$3,090,021.03, the Equipment Fee chargeable to Transco is properly calculated in the amount of \$1,545,010.52.

Specialty Equipment. Welded's reconciliation of Specialty Equipment is incorrect as it includes charges for Included Equipment in the amount of \$86,169.05. Thus, Specialty Equipment is properly calculated in the amount of \$19,284.87.

Materials. Transco accepts Welded's calculation of Materials in the amount of \$6,523.29.

Mats. Welded's reconciliation of Mats in the amount of \$99,398.97 is incorrect as it miscalculates the final close out payments which is properly calculated in the amount of \$95,828.87.

Subcontractors. Welded's reconciliation of Subcontractor costs is incorrect as it includes costs for Included Equipment in the amount of \$65,625.18. Thus, Subcontractor costs is properly calculated in the amount of \$849,051.94.

A proper reconciliation of the post-petition work set forth in the Commitment Letters is set forth as follows:

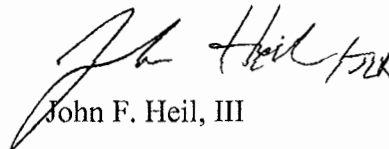
³ By Welded's cost summary, payment would be due to Transco in the amount of \$175,000.00. However, as set forth below, Welded's reconciliation is inaccurate.

Sean Beach
April 18, 2019
Page 4

Labor & Expenses	
(Home Office/Site-Supervision-Welded)	\$1,572,097.66
<u>(Home Office/Site-Supervision-Others)</u>	<u>\$1,517,923.37</u>
Total Labor Costs	\$3,090,021.03
Equipment	
(50% of Labor Costs; excludes Included Equipment)	\$1,545,010.52
Specialty Equipment	\$19,284.87
Materials	\$6,523.29
Mats	\$95,828.87
<u>Subcontractors</u>	<u>\$894,051.94</u>
Total	\$5,650,720.52

Transco provided Welded Transco Funds in the amount of \$8,050,000.00. Accordingly, the post-petition reconciliation payment is due by Welded to Transco in the amount of \$2,399,279.48. Please note that, pursuant to the Third Commitment Letter, the remainder funds shall be provided to Transco within one (1) business day.

Sincerely,



John F. Heil, III

cc: Steven W. Soulé
Luke Murley

EXHIBIT L



WILMINGTON
RODNEY SQUARE

NEW YORK
ROCKEFELLER CENTER

Sean M. Beach
P 302.571.6621
F 302.576.3281
sbeach@ycst.com

April 19, 2019

VIA EMAIL

John F. Heil, III
Hall, Estill, Hardwick, Gable, Golden & Nelson,
P.C.
320 South Boston Avenue, Suite 200
Tulsa, OK 74103-3706

Re: *In re Welded Construction, L.P.*, Case No. 18-12378 (KG), D. Del.,
Post-Petition Reconciliation Payment Due to Transco Pursuant to Orders
Approving Commitment Letters.

John:

I am in receipt of your letter dated April 18, 2019, sent on behalf of Transcontinental Gas Pipe Line Company, LLC ("Transco"), requesting that Welded Construction, L.P. ("Welded") pay Transco \$2,399,279.48 on account of Transco's revisions to Welded's postpetition reconciliation. This request, and particularly your suggestion that Welded make payment on one business day's notice, is not supported by the facts or by the terms of the Commitment Letters.

As you note, the Bankruptcy Court for the District of Delaware (the "Court") approved three commitment letters from Transco dated October 21, 2018 (the "First Commitment Letter"), October 28, 2019 (the "Second Commitment Letter"), and November 6, 2018 (the "Third Commitment Letter," and together with the First Commitment Letter and Second Commitment Letter, the "Commitment Letters") [Docket Nos. 45, 111, 172].¹ Under the Commitment Letters, Transco agreed to pre-fund \$8,050,000, in the aggregate, for "Welded's internal costs and expenses of providing work, as well as Welded third-party subcontractor, vendor, materialmen, and supplier costs, expenses, profit and invoices for work, labor, material and rentals" on Transco's Atlantic Sunrise Project— Spreads 5, 6, and 7. Each Commitment Letter concerned Work to be performed during a different, specified time period.

Under the Third Commitment Letter, Welded agreed to provide Transco "a reconciliation of all remaining amounts for obligations that were accrued or were incurred for forecasted work versus actual cost of work." To the extent that any advanced funds remained after that reconciliation, the funds

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Commitment Letters.

YOUNG CONAWAY STARGATT & TAYLOR, LLP
John F. Heil, III
April 19, 2019
Page 2

would be returned to Transco within one business day. The Third Commitment Letter plainly did not provide Transco with the right to sit on Welded's reconciliation for three months and then demand a multi-million dollar refund with no notice to, or discussion with, Welded and with no supporting documentation or identification of the specific bases for Transco's alleged refund. This is not the conduct of a party acting in good faith.

Moreover, based on my initial, cursory review, Transco's proposed revisions to Welded's reconciliation are troubling. As just one example, Transco appears to be trying to incorporate the 50% Equipment Fee concept from the Contract. None of the Commitment Letters provide for, or even refer to, the Equipment Fee concept. The Second Commitment Letter is in fact quite explicit that Transco was advancing funds "as a prepayment for the forecast for *all labor and equipment costs* (for Included Equipment) attributable to the Week 2 Contract Work" (emphasis added).

In any event, Welded will review your revised reconciliation expeditiously and will endeavor to provide its response no later than the three months that Transco waited to respond to the reconciliation that Dean McDowell provided to John Todd on January 17, 2019.² When Mr. McDowell provided that reconciliation to Mr. Todd more than three months ago, he attached approximately 25 pages of line-item expenses supporting our reconciliation. Our review of Transco's revised reconciliation would be aided considerably if you would identify the specific items that Transco views as problematic. Please provide that information as soon as able.

Welded believes that its reconciliation is factually correct and consistent with the terms of the Commitments Letters. We look forward to working constructively with you to resolve this dispute.

Sincerely yours,

/s/ Sean M. Beach

Sean M. Beach

SMB

cc: Steven W. Soulé
Johnathan L. Rogers
Luke Murley
Jeffrey Goebel
Frank Pometti
Andrew Ralph

² The Debtors note that there is a delta of \$175,000 between the advanced funds and the Debtors' reconciliation, which amount was not included in the Debtors' reconciliation in accordance with footnote 2 to the Third Commitment Letter, which states that "fixed overhead costs of \$25,000 per week from the Petition Date through December 8, 2018, . . . shall be available to the Debtors for general use, *not subject to reconciliation*, to offset the significant overhead costs not captured in the project cost estimate." (emphasis added)).

EXHIBIT M

John Heil

Redacted. Attorney-Client Privilege

From: Frank Pometti [mailto:fpometti@alixpartners.com]
Sent: Thursday, November 08, 2018 9:03 PM
To: John Heil <JHeil@HallEstill.com>
Cc: SBEACH@ycst.com; JRucki@ycst.com; Steve Soule <SSoule@HallEstill.com>; Jeffry.Goebel@Williams.com; sdhawkin@welded.com; dmcdowell@welded.com; Troy MacDonald <tmacdonald@zolfocooper.com>; Andrew Ralph <aralph@zolfocooper.com>
Subject: [EXTERNAL] Week 2 Forecast vs Actuals

All -

Per the agreement, please find attached the Week 2 actuals vs forecast variance. ●nce you have had a chance to review, please let me know if you have any questions.

Best,

Frank

11/8/2018

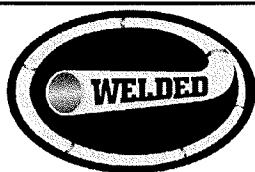
Privileged Confidential
Subject to FRE 408

**Welded Construction**

WE 11.04 Forecast v Actuals

	Forecast	Actuals	Variance
Direct Labor	\$ 1,054,944.0	\$ 745,038.0	(309,906.0)
Field MGMT	125,400.0	108,130.0	(17,270.0)
Equipment	590,172.0	646,566.3	56,394.3
Contingency	29,484.0	-	(29,484.0)
Total Welded Cost	\$ 1,800,000.0	\$ 1,499,734.3	(300,265.7)

EXHIBIT N

**WELDED CONSTRUCTION, L.P.**

P.O. Box 470, Perrysburg, Ohio 43552-0470
 26933 Eckel Road, Perrysburg, Ohio 43551
 (419) 874-3548 Fax - (419) 874-4883

**Williams Gas Pipeline
 Atlantic Sunrise Pipeline Project**

CONTRACT #: 300686

W.O.# 1161503

RFS#: 646253-NXG100

Post-Petition Reconciliation

Williams Gas Pipeline
 IBM Tulsa Delivery Center - South 6
 P.O. Box 21218
 Tulsa, OK 74121-1218

Invoice Date: 1/17/2019
 Invoice No.: Post-Reconciliation

POST Filing
 Period Beginning: 10/22/2018
 Period Ending: 12/9/2018

SUMMARY

Cost Categories	Williams Cost	Welded Cost	Total
<u>Labor & Expenses (Home Office/Site Supervision-Welded)</u>	\$ -	\$ 1,572,097.66	\$ 1,572,097.66
<u>(Home Office/Site Supervision-Others)</u>	\$ -	\$ 1,517,923.37	\$ 1,517,923.37
Labor Costs	\$ -	\$ 3,090,021.03	\$ 3,090,021.03
<u>3. Equipment</u>			
Included Equip	\$ -	\$ 2,540,001.96	\$ 2,540,001.96
Accruals	\$ 62,427.72	\$ 1,117,691.78	\$ 1,180,119.50
<u>4. Specialty Equipment</u>	\$ -	\$ 105,453.92	\$ 105,453.92
<u>5. Materials</u>	\$ -	\$ 6,523.29	\$ 6,523.29
<u>6. Mats</u>	\$ -	\$ 99,398.97	\$ 99,398.97
<u>7. Subcontractors</u>	\$ 2,155,839.32	\$ 914,677.12	\$ 3,070,516.44
	\$ -	\$ -	\$ -
ACTUAL INVOICE:	\$ 2,218,267.04	\$ 7,873,768.07	\$ 10,092,035.11
Invoice Reconciliation -	\$ -	\$ -	\$ -
TOTAL INVOICE	\$ 2,218,267.04	\$ 7,873,768.07	\$ 10,092,035.11
Cash Paid	\$ -	\$ 7,875,000.00	\$ 7,875,000.00
Cash Surplus (Deficit)	\$ -	\$ 1,231.93	\$ 1,231.93

*Accruals include over 300 invoices that are currently being verified as a post-petition ASR project expense and the final amounts may be greater than the cash received leaving no cash to refund at this time.

*Williams Costs refers to post-petition items that fall outside "Included Equipment" and remain unpaid

Approved by Welded: _____ Date: _____
 Approved by Williams: _____ Date: _____

EXHIBIT O

John Heil

From: Frank Pometti <FPometti@zolfocooper.com>
Sent: Monday, October 22, 2018 9:44 AM
To: Beach, Sean; John Heil; Poppiti, Robert; Steve Soule
Cc: Rucki, Justin; Pakrouh, Tara C.; Kevin Nystrom
Subject: RE: [EXTERNAL] RE: Welded Construction

We are in agreement on \$4,600,000.

Frank Pometti | Managing Director | Zolfo Cooper
Grace Building | 1114 Avenue of the Americas, 41st Floor, New York, NY 10036
t: +1 212 561 4118 | c: +1 917 340 3719 | e: fpometti@zolfocooper.com

From: Beach, Sean <SBEACH@ycst.com>
Sent: Monday, October 22, 2018 10:43 AM
To: 'JHeil@HallEstill.com' <JHeil@HallEstill.com>; Poppiti, Robert <RPoppiti@ycst.com>; SSoule@HallEstill.com
Cc: Rucki, Justin <JRucki@ycst.com>; Pakrouh, Tara C. <TPakrouh@ycst.com>; Frank Pometti <FPometti@zolfocooper.com>; Kevin Nystrom <knystrom@zolfocooper.com>
Subject: RE: [EXTERNAL] RE: Welded Construction

Frank, please weigh in on the number.

John, apologies if I missed, but did you send the executed letter commitment?

Sean M. Beach, Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.571.6621 F 302.576.3281 ■ sbeach@ycst.com ■ www.youngconaway.com ■ [vCard](#)

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From: JHeil@HallEstill.com [<mailto:JHeil@HallEstill.com>]
Sent: Monday, October 22, 2018 10:42 AM
To: Poppiti, Robert; SSoule@HallEstill.com
Cc: Beach, Sean; Rucki, Justin; Pakrouh, Tara C.; FPometti@zolfocooper.com; knystrom@zolfocooper.com
Subject: RE: [EXTERNAL] RE: Welded Construction


Good morning Rob,

We are ok with the proposed order. We would like to include the amount of \$4,600,000 in the order. This amount factors a deduction of \$600,000 for the amount of work to be performed by LGS this week – given that Transco has already paid directly LGC the amount of \$1.496MM for work to be performed 10/15/18 – 10/31/18.

Please let me know if this amount is acceptable. Our client is getting the wire instructions in order.

Thanks,

John

	<p>JOHN F. HEIL, III SHAREHOLDER AND DIRECTOR 320 S. Boston Ave. Suite 200 Tulsa, OK 74103 Office: 918-594-0480 Bio</p>
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Any tax advice contained in this communication is not intended to be used, and cannot be used, to avoid tax penalties. This e-mail message and any attachment thereto is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the recipient or reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this e-mail communication in error, please notify us immediately by sending a reply e-mail message to the sender. Thank you.

From: Poppiti, Robert [<mailto:RPoppiti@ycst.com>]
Sent: Monday, October 22, 2018 7:04 AM
To: Steve Soule <[SSoule@HallEstill.com](mailto:ssoule@HallEstill.com)>
Cc: Beach, Sean <SBEACH@ycst.com>; John Heil <JHeil@HallEstill.com>; Rucki, Justin <JRucki@ycst.com>; Pakrouh, Tara C. <TPakrouh@ycst.com>; 'Frank Pometti (FPometti@zolfocooper.com)' <FPometti@zolfocooper.com>; 'Kevin Nystrom' (knystrom@zolfocooper.com)' <knystrom@zolfocooper.com>
Subject: RE: [EXTERNAL] RE: Welded Construction

Steve,

Good morning. Following up. Is your client signed off on the order? We need confirmation as soon as possible given the timing on our end. Thanks.

Rob

Robert F. Poppiti, Jr., Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.576.3591 F 302.576.3554 ■ RPoppiti@ycst.com ■ www.youngconaway.com ■ [vCard](#)

From: Poppiti, Robert
Sent: Sunday, October 21, 2018 10:18 PM
To: 'SSoule@HallEstill.com'
Cc: Beach, Sean; JHeil@HallEstill.com; Rucki, Justin; Pakrouh, Tara C.; Frank Pometti (FPometti@zolfocooper.com); 'Kevin Nystrom' (knystrom@zolfocooper.com)
Subject: RE: [EXTERNAL] RE: Welded Construction

Steve,

Please see the attached clean and redline of the proposed order, and kindly confirm that it's acceptable to your client. Thanks.

Rob

Robert F. Poppiti, Jr., Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.576.3591 F 302.576.3554 ■ RPoppiti@ycst.com ■ www.youngconaway.com ■ [vCard](#)

From: SSoule@HallEstill.com [<mailto:SSoule@HallEstill.com>]
Sent: Sunday, October 21, 2018 10:13 PM
To: Poppiti, Robert
Cc: Beach, Sean; JHeil@HallEstill.com; Rucki, Justin; Pakrouh, Tara C.
Subject: RE: [EXTERNAL] RE: Welded Construction

The letter was just emailed as revised to your client. We will get it on Transco letterhead first thing in the morning. Send us the revised order so that we can review it with our client and nail the exact number down for the wire (deducting the LGS amount which is around \$750,000).

Sent from my iPhone using ZixOne

On Oct 21, 2018 at 8:50 PM "Poppiti, Robert" <RPoppiti@ycst.com> wrote:

Ok. I'm on. Make sure you dial into my line: 1-800-901-0296,, 3025763591. It's different than the one we were on earlier, which was Sean's.

Robert F. Poppiti, Jr., Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.576.3591 F 302.576.3554 ■ RPoppiti@ycst.com ■ www.youngconaway.com ■ [vCard](#)

From: SSoule@HallEstill.com [<mailto:SSoule@HallEstill.com>]
Sent: Sunday, October 21, 2018 9:47 PM
To: Poppiti, Robert
Cc: Beach, Sean; JHeil@HallEstill.com; Rucki, Justin; Pakrouh, Tara C.
Subject: RE: [EXTERNAL] RE: Welded Construction

Calling now.

Sent from my iPhone using ZixOne

On Oct 21, 2018 at 8:46 PM "Poppiti, Robert" <RPoppiti@ycst.com> wrote:

| Yep – I'm on the line.

Robert F. Poppiti, Jr., Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.576.3591 F 302.576.3554 ■ RPoppiti@ycst.com ■ www.youngconaway.com ■ [vCard](#)

From: Beach, Sean
Sent: Sunday, October 21, 2018 9:41 PM
To: 'SSoule@HallEstill.com'; Poppiti, Robert
Cc: JHeil@HallEstill.com; Rucki, Justin; Pakrouh, Tara C.
Subject: RE: [EXTERNAL] RE: Welded Construction

Rob, can you handle?

Sean M. Beach, Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.571.6621 F 302.576.3281 ■ sbeach@ycst.com ■ www.youngconaway.com ■ [vCard](#)

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From: SSoule@HallEstill.com [<mailto:SSoule@HallEstill.com>]
Sent: Sunday, October 21, 2018 9:38 PM
To: Poppiti, Robert
Cc: Beach, Sean; JHeil@HallEstill.com; Rucki, Justin; Pakrouh, Tara C.
Subject: Re: [EXTERNAL] RE: Welded Construction

Can we get on a call and discuss a few changes subject to approval of our client.

Sent from my iPad using ZixOne

On Oct 21, 2018 at 6:36 PM "Poppiti, Robert" <RPoppiti@ycst.com> wrote:

Steve,

Please see the attached draft order. This draft remains subject to our client's review and comment in all respects. Thanks.

Rob

Robert F. Poppiti, Jr., Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.576.3591 F 302.576.3554 ■ RPoppiti@ycst.com ■ www.youngconaway.com ■ [vCard](#)

From: Beach, Sean
Sent: Sunday, October 21, 2018 6:40 PM
To: 'SSoule@HallEstill.com'
Cc: JHeil@HallEstill.com; Rucki, Justin; Pakrouh, Tara C.; Poppiti, Robert
Subject: RE: Welded Construction

Agreed, the motion needs to include a provision seeking this relief. We just sent what we had at the time, but will modify. We are working on an order and will get it to you as soon as we can.

Sean M. Beach, Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
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From: SSoule@HallEstill.com [<mailto:SSoule@HallEstill.com>]
Sent: Sunday, October 21, 2018 6:31 PM
To: Beach, Sean
Cc: JHeil@HallEstill.com; Rucki, Justin
Subject: RE: Welded Construction

I have reviewed the draft motion and order you sent. It does not address the \$5 million prepayment. You suggest in your email below that a separate order will be needed as well. Do you have that order and the related motion prepared so that we can review it? Our client should have the letter to your client soon. Steve

Steven W. Soulé | Attorney

T: 918-594-0466 | F: 918-594-0505 | C: 918-852-7262

From: Beach, Sean [<mailto:SBEACH@ycst.com>]
Sent: Sunday, October 21, 2018 11:57 AM
To: Steve Soule <[SSoule@HallEstill.com](mailto:ssoule@HallEstill.com)>
Cc: John Heil <[JHeil@HallEstill.com](mailto:jheil@HallEstill.com)>; Rucki, Justin <JRucki@ycst.com>
Subject: [EXTERNAL] RE: Welded Construction

Thanks Steve and John. We will send you the customer programs motion, but I would envision a short commitment letter from Williams for the \$5mm subject to an order that is separate from the customer programs motion order but refers to it and clarifies that the funds will be used for costs, etc. on the Williams project from Monday to Sunday of next week and that the Debtors are not authorized to use the funds for any other expenses unless agreed to by written consent by Williams.

Justin,

Can you please send the current version of the customer programs motion.

Sean M. Beach, Partner ■ YOUNG CONAWAY STARGATT & TAYLOR, LLP
Rodney Square, 1000 North King Street ■ Wilmington, DE 19801
P 302.571.6621 F 302.576.3281 ■ sbeach@ycst.com ■ www.youngconaway.com ■ vCard

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From: [SSoule@HallEstill.com](mailto:ssoule@HallEstill.com) [<mailto:ssoule@HallEstill.com>]
Sent: Sunday, October 21, 2018 12:26 PM
To: Beach, Sean
Cc: [JHeil@HallEstill.com](mailto:jheil@HallEstill.com)
Subject: Welded Construction

Sean-John and I are outside counsel for Transco/Williams in this matter. We were on the call this morning about the bankruptcy filing. Please share draft pleadings that impact our client as soon as you have them available. Thanks. Steve

Sent from my iPad using ZixOne



STEVEN W. SOULE | SHAREHOLDER AND DIRECTOR
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**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 (KG)

(Jointly Administered)

Re: Docket No. _____

**ORDER GRANTING TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC'S
MOTION FOR ORDER DIRECTING WELDED CONSTRUCTION, L.P. TO COMPLY
WITH THE COURT'S ORDERS APPROVING COMMITMENT LETTERS**

Upon *Transcontinental Gas Pipe Line Company, LLC's Motion for Order Directing Welded Construction, L.P. to Comply with the Court's Orders Approving Commitment Letters* (the "Motion");¹ and it appearing that proper and adequate notice has been given and that no other or further notice is required; and upon the record herein; and after due deliberation thereon; and sufficient cause appearing therefor; it is hereby **ORDERED** that:

1. The Motion is GRANTED.
2. Welded is hereby directed to comply with the Court's Orders Approving Commitment Letters, by refunding Transco \$2,269,279.48 within five business days from the date this Order is entered.
3. This Court shall retain jurisdiction to determine any and all disputes concerning the interpretation or implementation of this Order.

¹ Capitalized terms not otherwise defined herein shall have the same meanings as ascribed to them in the Motion.