

NOTICE: THIS CONTRACT CONTAINS PROVISIONS RELATING TO INDEMNITY,  
RELEASE OF LIABILITY, AND ALLOCATION OF RISK.

**MASTER SERVICE AGREEMENT (CONTRACT)**

THIS "AGREEMENT" (or CONTRACT) made and entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, and between the parties herein designated as "CONTRACTOR" and  
"SUBCONTRACTOR".

CONTRACTOR: **Berry Bros. General Contractors, Inc.**

Address: **P.O. Box 253**  
**1414 River Rd.**  
**Berwick, LA 70342**

SUBCONTRACTOR: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WITNESSETH THAT,**

**WHEREAS,** CONTRACTOR customarily enters into contracts with independent SUBCONTRACTORS for performance of certain services related to CONTRACTOR'S work as general contractor; and

**WHEREAS,** CONTRACTOR desires, as a matter of CONTRACTOR policy, to establish and maintain a list of approved subcontractors and to offer work or contracts only to those SUBCONTRACTORS who are included on such approved lists; and

**WHEREAS,** SUBCONTRACTOR represents that it has adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment and performing services for CONTRACTOR as defined in this agreement and/or other agreements between CONTRACTOR and SUBCONTRACTOR (hereinafter, the WORK).

NOW THEREFORE IN CONSIDERATION of the mutual promises, covenants, conditions, terms and Contracts herein contained, the sufficiency of which is hereby acknowledged, and the specifications and special provisions set forth in the exhibits attached hereto and made a part hereof, the parties hereto mutually agree as follows.

## 1.0 STATUS AS INDEPENDENT SUBCONTRACTOR AND INCORPORATION OF PRIME CONTRACT

- 1.1 In the performance of any Work by SUBCONTRACTOR for CONTRACTOR, SUBCONTRACTOR shall be deemed to be an independent SUBCONTRACTOR, with the authority and right to direct and control all the details of the work, CONTRACTOR being interested only in the results obtained. However, all Work contemplated shall meet the approval of CONTRACTOR and shall be subject to the general right of inspection. CONTRACTOR shall not have the right or authority to supervise or give instructions to the employees, agents, or representatives of SUBCONTRACTOR, but such employees, agents, or representatives at all times shall be under the direct and sole supervision and control of SUBCONTRACTOR. Any suggestions or directions given by CONTRACTOR or its employees shall be given only to SUBCONTRACTOR'S Superintendent or other person in charge of SUBCONTRACTOR'S crew; provided however, that in the event any employee of CONTRACTOR should give any order or instructions to the employees of SUBCONTRACTOR (which employee of CONTRACTOR shall not in any event be authorized to do) and such order is not countermanded by SUBCONTRACTOR'S Superintendent or other person in charge of SUBCONTRACTOR'S employees or crew, it shall be deemed that such orders or instructions are the orders of the SUBCONTRACTOR. It is the understanding and intention of the parties hereto that no relationship as master and servant or principal and agent shall exist between CONTRACTOR and the employees, agents or representatives of SUBCONTRACTOR, and that all work or services covered hereby shall be performed at the sole risk of SUBCONTRACTOR.
- 1.2 Notwithstanding the rest of this Section 1.0 and in all cases where SUBCONTRACTOR's employees (defined to include, without limitation, direct, borrowed, special, temporary, or statutory employees) are governed by the Louisiana Workers Compensation Act, LA R.S. § 23:1021 et seq., CONTRACTOR and SUBCONTRACTOR agree and recognize, and SUBCONTRACTOR stipulates, that all Work provided by SUBCONTRACTOR and its employees pursuant to this Contract is an integral part of and is essential to the ability of CONTRACTOR to generate its goods and services for the purposes of LA R.S. § 23:1061 (A)(I). Furthermore, CONTRACTOR and SUBCONTRACTOR agree and recognize, and SUBCONTRACTOR stipulates, that CONTRACTOR is the principal or statutory employer of SUBCONTRACTOR'S employees for purposes of LA R.S. § 23:1061 (A)(3) and is entitled to the benefits afforded a statutory employer under Louisiana law. Irrespective of CONTRACTOR'S status as the statutory employer or special employer (as defined in LA R.S. § 23:1031 (C)) of SUBCONTRACTOR'S employees, SUBCONTRACTOR agrees to remain solely responsible for the payment of Louisiana Workers Compensation benefits to its employees, and neither SUBCONTRACTOR nor its Underwriter/Insured shall be entitled to seek contribution for any such payments from CONTRACTOR, and SUBCONTRACTOR agrees to indemnify CONTRACTOR for any such payments.
- 1.3 SUBCONTRACTOR may subcontract any part of the Work with prior written approval of CONTRACTOR, but SUBCONTRACTOR will not be relieved of or released from any of its obligations or responsibilities under this Contract. CONTRACTOR reserves the right to approve or disqualify subcontractors. Work performed by subcontractors will be deemed to be Work performed by SUBCONTRACTOR. If requested, SUBCONTRACTOR will provide CONTRACTOR with an executed copy of each subcontract and any purchase order issued by SUBCONTRACTOR relating to the Work. SUBCONTRACTOR will ensure that the terms and conditions of any such subcontract or purchase order will comply with and correspond to the term and conditions of the Contract and the prime contract between CONTRACTOR and its customer or owner. SUBCONTRACTOR may make changes in subcontractors, the nature of the Work subcontracted, or the scope of the Work subcontracted only with prior written approval of CONTRACTOR.
- 1.4 The prime contract between CONTRACTOR and its contractor, customer, or owner has been made available to SUBCONTRACTOR, and SUBCONTRACTOR acknowledges and agrees that

it has carefully reviewed, examined, and understands the work it will perform pursuant\_ to the prime contract. SUBCONTRACTOR acknowledges and agrees that it had previously notified CONTRACTOR in writing of all ambiguities, inconsistencies, or omissions, if any, in the prime contract that relate in any way to SUBCONTRACTOR'S work pursuant thereto. SUBCONTRACTOR acknowledges and agrees that it has examined or has had the opportunity to examine the work site so as to compare conditions found with conditions shown on the drawings and/ or in the specifications and to have satisfied itself as to the conditions of the premises before the delivery of its proposal, and SUBCONTRACTOR agrees that no allowances will subsequently be made on behalf of SUBCONTRACTOR by reason of any omission on its part to include the cost of all items or work, either labor or material, whether or not they are especially or particularly shown or noted, but which are implied or required to attain the completed conditions contemplated in the prime contract. SUBCONTRACTOR agrees that it has entered into the Contract based on its own examination, investigation and evaluation, and not in reliance upon any opinions or representations of CONTRACTOR.

- 1.5 By entering into this Contract and subsequent contract or agreement with CONTRACTOR to perform Work requested by CONTRACTOR, SUBCONTRACTOR agrees to be bound by and shall be subject to all provisions of the prime contract insofar as those provisions pertain to the Work set out in the Contract and any subsequent contract or agreement with CONTRACTOR. In particular, SUBCONTRACTOR shall be bound by all the general and special conditions, plans and specifications, and warranties in the prime contract, including but not limited to provisions for differing site conditions, delays, changes, extras, claims, disputes, and appeals. CONTRACTOR shall have the same rights, defenses and privileges against SUBCONTRACTOR as the owner has against CONTRACTOR in the prime contract. And, whenever SUBCONTRACTOR contracts with any lower tier SUBCONTRACTOR, it shall require the same compliance with the prime contract, in the same manner as the SUBCONTRACTOR is bound hereby.
- 1.6 It is expressly agreed that in case of any dispute, claim or controversy between SUBCONTRACTOR and CONTRACTOR, SUBCONTRACTOR agrees to be bound to CONTRACTOR to the same extent that CONTRACTOR is bound to its customer or the owner by the terms of the prime contract and by any and all decisions or determinations made thereunder by the owner or other party so authorized in the prime contract. SUBCONTRACTOR also agrees to be bound to CONTRACTOR to the same extent CONTRACTOR is bound to its customer or the owner by the final decision of an arbitration panel or of a Court of competent jurisdiction, whether or not SUBCONTRACTOR is a party to such proceeding. If such a dispute is prosecuted or defended by CONTRACTOR against its customer or the owner under the terms of the prime contract, or in a Court action, SUBCONTRACTOR agrees to furnish all documents, statements, witnesses and other information required by CONTRACTOR for such purpose and to pay or reimburse CONTRACTOR for all fees, expenses and costs, if any, incurred in connection therewith. It is expressly understood that as to any and all materials, equipment, or services, furnished or agreed to be furnished by SUBCONTRACTOR, and as to any and all damages, if any, incurred by SUBCONTRACTOR in connection with the project, CONTRACTOR shall never be liable to SUBCONTRACTOR to any greater extent than its customer or the owner is liable to and pays CONTRACTOR, less CONTRACTOR'S normal overhead and profit. No dispute shall interfere with the progress of construction and SUBCONTRACTOR agrees to proceed with its work as directed, despite disputes it may have against CONTRACTOR, the owner, or other parties.
- 1.7 With respect to any SUBCONTRACTOR claim to be submitted by CONTRACTOR to its customer or owner, SUBCONTRACTOR agrees to provide at the time of the submission of the claim to CONTRACTOR a certification under oath, signed by a senior company official in charge of the work involved, that the claim is made in good faith, that the supporting data are accurate and complete to the best of his knowledge and that the amount, requested accurately reflects the contract adjustment for which Subcontractor has a reasonable basis for recovering on a pass-through basis. At any time, CONTRACTOR reserves the right to settle the claim with SUBCONTRACTOR rather than pursue it

further with its customer or the owner.

## **2.0 INSURANCE**

- 2.1** Without affecting the indemnity obligations or liabilities of SUBCONTRACTOR or its insurer(s), at any and all times during the term of this Contract, SUBCONTRACTOR shall, at SUBCONTRACTOR'S expense, maintain, with an insurance company or companies authorized to do business in the state where the work is to be performed or if specifically and expressly authorized by CONTRACTOR, through a self-insurance program, insurance coverages of the kind and in minimum amounts as follows, unless higher limits are required by CONTRACTOR'S contract or agreement with its customer or the owner:
- a.) Workers' Compensation Insurance and Employer's Liability Insurance covering all SUBCONTRACTOR'S employees working under this Contract for all compensation and other benefits required of SUBCONTRACTOR by the worker's compensation or other statutory laws in the state having jurisdiction over such employees and over the location where the Work is being performed. Employer's Liability Insurance shall have limits of \$1,000,000.00 per occurrence, accident, and/ or disease, and \$2,000,000.00 aggregate per policy.
  - b.) Commercial General Liability Insurance with Bodily Injury and Property Damage limits of \$1,000,000.00 for each accident/occurrence and \$5,000,000.00 aggregate per policy, specifically including SUBCONTRACTOR'S contractual liability and Products/Completed Operations limits of \$2,000,000.00.
  - c.) Automobile Liability Insurance with Bodily Injury and Property Damage limits of \$1,000,000.00 for each accident/occurrence, and including coverage for any auto, including owned, hired, and non-owned vehicles.
  - d.) Physical Damage Insurance on SUBCONTRACTOR'S property and equipment to the extent of its fair market value with any deductible to be for the account of SUBCONTRACTOR.
  - e.) Professional coverages if applicable.
  - f.) Excess/coverages - see Exhibit A attached hereto.
- 2.2** If SUBCONTRACTOR hires a subcontractor to perform any Work (subject to CONTRACTOR'S express consent), then SUBCONTRACTOR shall cause such subcontractor to obtain and maintain throughout its performance of the Work insurance coverages meeting the requirements of this Section 2.
- 2.3** Prior to commencing work for CONTRACTOR, SUBCONTRACTOR shall obtain from its insurer(s) a waiver of subrogation against CONTRACTOR and any contractor or Owner for whom CONTRACTOR is performing operations or services in all of the insurance policies set forth in this Section, to include all insurance carried by SUBCONTRACTOR protecting against loss or damage to its property and equipment employed in the performance of this Contract whether the same be set forth in this Section or not. The policy limits specified in Section 2 are minimum requirements and not limits of liability and will not be construed in any way as CONTRACTOR'S acceptance of responsibility for financial liabilities in excess of such limits. All deductibles and self-insured retentions, including defense costs, applicable to the insurance will be paid by SUBCONTRACTOR.
- 2.4** All such insurance identified in Section 2.1 shall be carried in a company or companies acceptable to CONTRACTOR, with such companies having a minimum AM Best rating of

A-, and shall be maintained in full force and effect during the term of this Contract, and shall not be cancelled, altered, or amended without thirty (30) days' prior written notice having first been furnished to CONTRACTOR. Additionally, BERRY BROS. GENERAL CONTRACTORS, INC. shall be named as an additional insured in all SUBCONTRACTOR'S insurance policies (with exception of Workers Compensation Coverage) with all such insurance being primary to any insurance of CONTRACTOR that may apply to any such occurrence, accident, or claim. No "other insurance" provision shall be applicable to CONTRACTOR and its affiliated, subsidiary and/or interrelated companies, by virtue of having been named an additional insured or loss payee under any policy of insurance. Such insurance will specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 2.5** SUBCONTRACTOR agrees to have its' insurance carrier furnish CONTRACTOR a certificate or certificates evidencing coverage in accordance with the above requirements, including the contractual liability endorsements and additional insured endorsements specifically naming BERRY BROS GENERAL CONTRACTORS, INC. as an additional insured on SUBCONTRACTOR'S policies (excluding SUBCONTRACTOR'S workmen's compensation policy). When requested by CONTRACTOR, SUBCONTRACTOR agrees to furnish certified copies of all said insurance policies. These requirements shall be conditions precedent to the payment of any sums that may be due SUBCONTRACTOR.
- 2.6** In the event SUBCONTRACTOR is a self-insurer and CONTRACTOR has expressly consented to SUBCONTRACTOR being a self-insurer as to any one or more of the risks as to which coverage is herein required, evidence of such consent must be in writing and approved by a representative of CONTRACTOR authorized to enter into such consent contract.
- 2.7** SUBCONTRACTOR does hereby release, defend indemnify, and hold harmless CONTRACTOR from any loss CONTRACTOR may suffer due to SUBCONTRACTOR or SUBCONTRACTOR'S subcontractor's failure to comply with all of the above insurance requirement, including the obtaining waivers of subrogation, or due to any insurance coverage being invalidated due to SUBCONTRACTOR'S or SUBCONTRACTOR'S subcontractor's failure to comply with the terms, conditions, and warranties of the insurance.

### **3.0 INDEMNITY**

- 3.1** IT IS AGREED AND UNDERSTOOD THAT IT IS IN THE BEST INTEREST OF THE PARTIES THAT CERTAIN RISKS OF THE ENTERPRISE IN WHICH THEY ARE ENGAGED SHOULD BE IDENTIFIED AND ALLOCATED. THEREFORE, FOR THE RISKS IDENTIFIED IN THIS SECTION 3, IT IS THE INTENT OF THIS CONTRACT TO PROVIDE FOR RELEASE, DEFENSE, AND INDEMNITY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUPPORTED BY LIABILITY AND CONTRACTUAL LIABILITY INSURANCE COVERAGE.
- 3.2** IF ANY CLAIMS, DEMANDS, SUITS AND/OR CAUSES OF ACTION ARE EVER ASSERTED AGAINST CONTRACTOR, ITS PARENT, AFFILIATED, OR SUBSIDIARY CORPORATIONS, COMPANIES, AND DIVISIONS, ITS CUSTOMER (INCLUDING THE CUSTOMER'S CO-LESSEES, CO-OWNERS, PARTNERS AND JOINT VENTURES), OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, OR EMPLOYEES (ALL OF WHICH ARE HEREINAFTER IN THIS SECTION 3 REFERRED TO AS THE "INDEMNIFIED CONTRACTOR PARTIES") OR THEIR RESPECTIVE INSURERS FOR (1) ILLNESS OF, INJURY TO AND /OR DEATH OF ANY EMPLOYEES OF SUBCONTRACTOR [EVEN IF ONLY NOMINALLY EMPLOYED BY SUBCONTRACTOR AND DEEMED IN FACT OR AT LAW TO BE (OR ALSO TO BE) EMPLOYEES OF CONTRACTOR], OR FOR (2) DAMAGE TO OR LOSS OF ANY AND ALL PROPERTY, EQUIPMENT, AND MATERIALS OWNED BY SUBCONTRACTOR OR ITS EMPLOYEES, SUBCONTRACTOR WILL FULLY AND UNCONDITIONALLY RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED CONTRACTOR PARTIES. IT IS SPECIFICALLY AGREED THAT THIS INDEMNIFICATION SHALL EXTEND TO, AND SUBCONTRACTOR DOES HEREBY

WAIVE ANY IMMUNITY GRANTED BY STATUTE OR OTHERWISE FROM SUITS OR CLAIMS BY SUBCONTRACTOR'S EMPLOYEES, AND SUBCONTRACTOR EXPRESSEDLY WAIVES ANY RIGHT OF SUBROGATION FOR ANY CLAIMS PAID UNDER ANY WORKMEN'S COMPENSATION LAW. THE SOLE RESTRICTION ON THE ABOVE IS THAT THE AFORESAID CLAIMS, DEMANDS, SUITS, AND/OR CAUSES OF ACTION MUST HAVE ARISEN OUT OF, BE RELATED TO, AND/OR BE INCIDENTAL TO, IN ANY WAY, THE WORK, SERVICE OR EQUIPMENT COVERED BY THIS CONTRACT OR ANY OTHER CONTRACT, AGREEMENT, OR WORK ORDER ISSUED IN CONNECTION HEREWITH.

3.3 IF ANY CLAIMS, DEMANDS, SUITS AND/OR CAUSES OF ACTION ARE EVER ASSERTED AGAINST SUBCONTRACTOR, ITS OFFICERS, DIRECTORS, MEMBERS, OR EMPLOYEES (ALL OF WHICH ARE HEREINAFTER IN THIS ARTICLE REFERRED TO AS THE "INDEMNIFIED SUBCONTRACTOR PARTIES"), OR THEIR RESPECTIVE INSURERS FOR (1) ILLNESS OF, INJURY TO, AND/OR DEATH OF ANY EMPLOYEES OF CONTRACTOR, OR FOR (2) DAMAGE TO OR LOSS OF ANY AND ALL PROPERTY, EQUIPMENT, AND MATERIALS OWNED BY CONTRACTOR OR ITS EMPLOYEES, CONTRACTOR WILL FULLY AND UNCONDITIONALLY RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED SUBCONTRACTOR PARTIES AND THEIR RESPECTIVE INSURERS, EVEN IF SAID CLAIMS, DEMANDS, SUITS, AND/OR CAUSES OF ACTION ARISE, IN WHOLE OR IN PART, FROM NEGLIGENCE, OR STRICT LIABILITY, ATTRIBUTABLE TO THE INDEMNIFIED SUBCONTRACTOR PARTIES. THE SOLE RESTRICTION ON THE ABOVE IS THE AFORESAID CLAIMS, DEMANDS, SUITS, AND/OR CAUSES OF ACTION MUST HAVE ARISEN OUT OF, BE RELATED TO, AND/OR BE INCIDENTAL TO, IN ANY WAY, THE WORK, SERVICE, OR EQUIPMENT COVERED BY THIS CONTRACT OR ANY OTHER CONTRACT, AGREEMENT, OR WORK ORDER ISSUED IN CONNECTION HEREWITH.

3.4 SUBCONTRACTOR SHALL FULLY AND UNCONDITIONALLY RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ALL CLAIMS MADE, BROUGHT, OR ALLEGED AGAINST CONTRACTOR BECAUSE OF:

- A. BODILY INJURY, DEATH, OR PROPERTY DAMAGE TO ANY OTHER THIRD-PARTY PERSON OR ENTITY THAT IS NOT A MEMBER OF THE INDEMNIFIED CONTRACTOR PARTIES OR THE INDEMNIFIED SUBCONTRACTOR PARTIES (WHICH ARE HEREINAFTER IN THIS SECTION 3 REFERRED TO AS "THIRD PARTIES");
- B. SUBCONTRACTOR'S INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, FRANCHISE, OR OTHER INTELLECTUAL PROPERTY RIGHT RELATED TO THIS CONTRACT OR ANY CLAIM OF MISAPPROPRIATIONS OF THIRD PARTY PROPRIETARY RIGHTS, INCLUDING TRADE SECRETS;
- C. CONTAMINATION, POLLUTION, OR ADVERSE EFFECTS ON THE ENVIRONMENT, INCLUDING THE COST OF ASSESSMENT AND REMEDIATION;
- D. A BREACH BY SUBCONTRACTOR OF THIS CONTRACT; OR
- E. SUBCONTRACTOR'S VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW RELATED TO THIS CONTRACT OR THE WORK.

WHICH, IN EACH CASE, HAVE ARISEN OUT OF, ARE RELATED TO, AND/OR ARE INCIDENTAL TO, IN ANY WAY, THE WORK, SERVICE OR EQUIPMENT COVERED BY THIS CONTRACT OR ANY OTHER CONTRACT, AGREEMENT, OR WORK ORDER ISSUED IN CONNECTION HEREWITH. IT IS THE SPECIFIC AND EXPRESS INTENT OF THE PARTIES THAT THE FOREGOING INDEMNITY OBLIGATIONS APPLY EVEN IF THE LIABILITY, LOSS OR DAMAGE IS CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN PART BY CONTRACTOR'S FAULT OR NEGLIGENCE; PROVIDED, HOWEVER, THAT THE FOREGOING INDEMNITY OBLIGATIONS WILL NOT APPLY TO THE PERCENTAGE OF THE LIABILITY, LOSS OR DAMAGE THAT IS ATTRIBUTABLE TO AND CAUSED BY CONTRACTOR'S FAULT OR NEGLIGENCE.

- 3.5 SUBCONTRACTOR AGREES THAT THE PROVISIONS OF THIS SECTION 3 DO NOT OBTIATE, NEGATE, REDUCE, OR OTHERWISE EFFECT SUBCONTRACTOR'S OTHER OBLIGATIONS WITH RESPECT TO THE WORK THAT ARE SET FORTH IN THS CONTRACT AND/ OR ANY OTHER CONTRACTS OR AGREEMENTS BETWEEN CONTRACTOR AND SUBCONTRACTOR, INCLUDING BUT NOT LIMITED TO SUBCONTRACTOR'S PERFORMANCE AND WARRANTY OBLIGATIONS.AND REQUIREMENTS.
- 3.6 SUBCONTRACTOR'S ABOVE ASSUMED RELEASE, DEFENSE AND INDEMNITY OBLIGATIONS SHALL NOT INCLUDE SUBCONTRACTOR'S DEFENSE AND INDEMNITY OBLIGATIONS TO OTHERS. HOWEVER, IN THE EVENT THAT BOTH SUBCONTRACTOR AND CONTRACTOR OWE DEFENSE AND INDEMNITY OBLIGATIONS TO THE SAME PERSON, PARTY OR ENTITY, SUBCONTRACTOR Will SATISFY SUBCONTRACTOR'S OBLIGATIONS TO SAID PERSON, PARTY, OR ENTITY WITHOUT SUBCONTRACTOR OR SUBCONTRACTOR'S INSURERS SEEKING RECOUPMENT, SHARING, CONTRIBUTION, OR OTHER RECOVERY FROM OR AGAINST CONTRACTOR OR CONTRACTOR'S INSURERS.
- 3.7 SUBCONTRACTOR'S OBLIGATIONS AS SET FORTH IN THE SECTION 3 Will NOT BE NEGATED OR REDUCED BY VIRTUE OF SUBCONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS OR ITS REFUSAL TO DEFEND SUBONTRACTOR OR CONTRACTOR. IF, FOR WHATEVER REASON, SUBCONTRACTOR ELECTS NOT TO ASSUME DEFENSE AND INDEMNIFICATION AS SET FORTH IN SECTIONS 3.2 AND 3.4, IT SHALL BE ASSUMED AND CONDUCTED BY CONTRACTOR, AND SUBCONTRACTOR SHALL BE OBLIGATED TO REIMBURSE THE DEFENSE COSTS OF CONTRACTOR IF IT DETERMINED THAT A DEFENSE WAS OWED, INCLUDING ALL REASONABLE COSTS AND ATTORNEY'S FEES INCURRED BY CONTRACTOR IN ENFORCING THE INDEMNIFICATION OBLIGATION AGAINST SUBCONTRACTOR.
- 3.8 To the extent, and only to the extent, that the provisions of the Texas Oilfield Anti indemnity Act (Tex. CIV. PRAC. & REM. CODE §127.001, et seq. as may be amended, modified or replaced in whole or part) are applicable to the work performed hereunder, and are deemed to apply to the defense, indemnity and release obligation hereunder, the parties expressly agree that, separate and independent from any other insurance procurement requirements in this Contract, each of CONTRACTOR and SUBCONTRACTOR agree to carry insurance in support of their respective indemnity obligations of this Contract in mutually agreed equal amounts with minimum limits not less than the amounts set forth in section 2.0 "Insurance" and EXHIBIT A. Each party agrees that the maximum amount of such supporting insurance shall be lower of the maximum amount carried by either party. If a party does not carry insurance in the required mutually agreed amount, such party will be deemed to be self-insured in an amount equal to the amount of insurance carried by the other party in compliance with this section.
- 3.9 Each party shall notify the other party immediately of any claim, demand, or suit that may be presented to or served upon it by any party arising out of or as a result of work performed pursuant hereto, affording such other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligation of this Section.
- 3.10 If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnity voluntarily assumed under this Article which SUBCONTRACTOR agrees to will be supported either by available liability insurance or voluntarily self-insured, in part or in whole, exceeds the maximum limits permitted under applicable law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum monetary limits permitted under such law.

- 3.11 TO THE EXTENT REQUIRED BY LAW TO BE EFFECTIVE, THE PROVISIONS IN THIS SECTION 3  
IN BOLD-TYPE FONT ARE "CONSPICUOUS" FOR THE PURPOSE OF ANY LAW.

#### 4.0 LAWS, RULES, and REGULATIONS

- 4.1 CONTRACTOR and SUBCONTRACTOR respectively agree to comply with all laws, rules, and regulations, which are current, new, or may become applicable to the operations covered by this Contract or arising out of the performance of such operations. If either party is required to pay any fine or penalty resulting from the other party's failure to comply with such laws, rules, or regulations, the party failing to comply shall immediately reimburse the other for any such payment.
- 4.2 In the event that any provision of this Contract is inconsistent with or contrary to any applicable law, rule, or regulation, said provision shall be deemed to be modified to the extent required to comply with said law, rule, or regulation, and this Contract as so modified shall remain in full force and effect.
- 4.3 This Contract shall be governed, construed and interpreted in accordance with the laws of the State of Louisiana or The General Maritime laws of the United States of America.
- 4.4 SUBCONTRACTOR will not assign this Contract or any performance of this Contract, including any rights to payment, without Contractor's prior written consent. Any attempted assignment in violation of this Section will be void and will no way release SUBCONTRACTOR from its obligations under this Contract.

Consent given by CONTRACTOR to an assignment or subcontract shall not relieve SUBCONTRACTOR of responsibility for performance of SUBCONTRACTOR'S obligations under this Contract. No subcontract of SUBCONTRACTOR shall create a contractual relationship between CONTRACTOR or its Customer and the subcontractor, but each subcontract shall contain provisions permitting the assignment of the subcontract to CONTRACTOR or its Customer in all cases where CONTRACTOR may be entitled under this Agreement to require that such assignment be effected.

- 4.5 Any waiver under this Contract must be written, knowing, and voluntary. Any claimed waiver does not extend to future conduct not covered by a *valid* waiver. A waiver by any Party of a particular right, including breach of any provision of the Contract, will not operate or be construed as a subsequent waiver of that same right or waiver of any other right.
- 4.6 SUBCONTRACTOR is an independent contractor, with the duty to control its Work and is not an agent or employee of CONTRACTOR. CONTRACTOR has hired SUBCONTRACTOR to get the result of its Work.
- 4.7 This Contract supersedes all other negotiations between the Parties about the Work. This Contract will not be modified, in whole or in part, except by written amendment signed by both Parties and expressly identified as an amendment or modification. No terms, conditions, acknowledgements, proposals, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, oral promises, agreement or warranties purporting to modify, vary, supplement or explain any provision of this Contract and no prior or subsequent agreement adding to, altering or waiving any term, condition or provisions hereof will be valid and enforceable unless in writing and signed by both Parties. Any attempt by either Party through any document to vary any of the terms of this Contract will be deemed void.
- 4.8 The Parties do not intend for this Contract to confer any benefit on any third-party.
- 4.9 Each Party waives any claims for consequential, incidental, indirect, or punitive damages of any kind, and using any legal theory, arising out of or relating to this Contract.
- 4.10 SUBCONTRACTOR, its employees, or agents are prohibited from the giving of any gift during or after



expiration of this Contract to any CONTRACTOR personnel for the purpose of receiving undue consideration during this or any future transactions with CONTRACTOR.

- 4.11 In connection with the performance of the Work, SUBCONTRACTOR shall comply with the ethical standards required of CONTRACTOR'S directors, officers, and employees with the guidelines and limits set forth in Company's Code of Conduct in addition to the Code of Conduct of the Owner or Customer under the prime contract.

## 5.0 SAFETY REQUIREMENTS

- 5.1 It is the policy of the CONTRACTOR, defined herein below, to select and contract with SUBCONTRACTORS with the same priority and emphasis on safety as CONTRACTOR practices for its own employees. It shall be a contractual requirement that SUBCONTRACTOR, defined herein below, comply with all CONTRACTOR, Client, Owner, State, and Federal safety and health regulations, policies, and procedures as applicable to specific project(s).

*SUBCONTRACTORS will be required to allow CONTRACTOR to audit its HSE and Drug & Alcohol programs, policies, statistics, etc. annually.*

### 5.2 DEFINITIONS:

ALARP - As low as reasonably practicable meaning such level of reduction of risk where the cost and effort of further reduction measures becomes unreasonably disproportionate to the additional risk reduction obtained.

SUBCONTRACTOR HSE Plan - A plan prepared by SUBCONTRACTOR which will identify the HSE risks, the respective HSE & SP procedures and the detailed activities to mitigate the HSE risks associated with each phase of the CONTRACT, in order to achieve the HSE objectives, identifying actions, responsible parties and target dates.

Hazard - An agent with potential to cause harm to people, damage to assets, or an impact on the environment or reputation.

High Potential Incident - Can result in injury, or illness to people or damage assets, the environment or CONTRACTOR's reputation, or it can be a near miss.

HSE Critical Activity - An activity necessary for the development, implementation or maintenance of operations or systems established for managing High Potential Incidents.

HSE-MS - HSE Management System meaning a documented system comprising the structure, practices, procedures, processes, resources and responsibilities that a business uses to manage and meet its HSE objectives.

Incident - An unplanned event or chain of events that result or could result, as in the case of near misses, in injury or illness to people or damage to assets, the environment or reputation.

Permit-to-Work (PTW) - A written system used to control and approve work and to communicate work requirements. It identifies the individual(s) who are responsible for specifying controls, verifies conditions at the work site, authorizes the work, and records by signature the individual's understanding of these controls and duties.

**Scope** - Is defined as the area in an agreement where the work to be performed is described.

Subcontractor - Any person, partnership or corporation which has a contract with the CONTRACTOR and/or their SUBCONTRACTOR(s), to furnish labor, material, or equipment as part of the work.

Work - The total of the SUBCONTRACTOR'S responsibilities and services as set forth in the Contract Documents for any particular Project.

Site Manager/Management- The highest ranking representative of CONTRACTOR whose regular work location/office is at the project site, including the "Site Manager," "Construction Manager" and/or the "Purchasing Manager" whatever the case may be.

Contract Documents - The Master Service Agreement between CONTRACTOR and SUBCONTRACTOR. It is contemplated that there could be multiple separate contracts and therefore separate Contract Documents. Should any Contract Document conflict with the terms of this Contract, the terms of this Contract shall control and take precedence.

Project - The specific construction project, as the case may be, the subject of the Contract Documents and location of the performance of the Work.

Owner or Client - The person or entity owning any Project and/or the "GENERAL CONTRACTOR" (if not CONTRACTOR) for any Project.

### **5.3 SUBCONTRACTOR SELECTION PROCESS**

The project manager, construction manager and/or purchasing manager of CONTRACTOR is responsible for the selection of SUBCONTRACTORS. The Risk Management/Safety Department of CONTRACTOR is available as a resource to interpret safety data and provide assistance in the selection of SUBCONTRACTORS as required.

The project manager and/or site manager (or their equivalent) of the SUBCONTRACTOR, and his/her project staff, are responsible for assuring the overall implementation of and compliance with the requirements of this Contract by the SUBCONTRACTOR.

SUBCONTRACTORS (management representatives) shall attend all meetings deemed pertinent to the successful implementation of the Project, including kick-off and pre-job meetings. These meetings shall be documented.

All SUBCONTRACTORS are not authorized to sublet any work without prior written approval from CONTRACTOR.

### **5.4 HSE MANAGEMENT SYSTEM (HSE-MS)**

SUBCONTRACTOR(s) will effectively implement the HSE- MS provided by CONTRACTOR. At CONTRACTOR'S request and without limiting SUBCONTRACTOR'S obligation, SUBCONTRACTOR will provide to CONTRACTOR information documenting SUBCONTRACTOR'S implementation of the HSE-MS for review by CONTRACTOR.

CONTRACTOR has the right to verify the overall effectiveness of the HSE-MS in place, including interfaces with SUBCONTRACTORS.

### **5.5 LEADERSHIP AND COMMITMENT**

SUBCONTRACTOR will at all times demonstrate its commitment to HSE and will ensure that all managerial and senior supervisory personnel of SUBCONTRACTOR:

- a. Establish HSE as a high priority,
- b. Be actively involved in HSE matters,
- c. Lead the SUBCONTRACTOR'S organization to comply with CONTRACTOR HSE standards and SUBCONTRACTOR'S own manuals, standards, rules and procedures.

SUBCONTRACTOR will establish and maintain the resources needed including people, equipment and materials to implement its HSE-MS and comply with APPLICABLE LAWS.

## **5.6 COMPETENCE AND TRAINING**

As part of the WORK, SUBCONTRACTOR must complete all Safety Orientations, Safety Testing (DRUG & ALCOHOL), Safety Training, and inspections required by CONTRACTOR or Owner. SUBCONTRACTOR must provide all safety equipment CONTRACTOR or OWNER requires for the WORK.

SUBCONTRACTOR will identify HSE CRITICAL ROLES, accompanying competence requirements and related assurance requirements. These will be subject to approval by CONTRACTOR prior to the start of performance of SCOPE.

SUBCONTRACTOR will implement a competency assurance process and HSE training program that assures all SUBCONTRACTOR PERSONNEL have and maintain the HSE competencies necessary to perform activities supporting performance of the CONTRACT. THE HSE training program will include site HSE induction and full understanding of HSE STANDARDS and LIFE SAVING TENETS.

SUBCONTRACTOR will provide CONTRACTOR with information about SUBCONTRACTOR'S HSE training programs and HSE competency assurance process, including information on the criteria used to assess HSE competency and methods used to provide assurance as to HSE competency.

## **5.7 RISK MANAGEMENT REQUIREMENTS**

SUBCONTRACTOR will continuously manage the HSE risks associated with the PROJECT by means of a structured methodology following recognized practices in line with the HSE STANDARDS. The risk management activities will demonstrate the HAZARDS (and associated risks) are identified and where the HAZARD cannot be eliminated the risks are managed to ALARP (as low as reasonably practicable).

SUBCONTRACTOR will effectively implement a HSE-MS which is relevant to the PROJECT and will assure that the implemented HSE-MS and policies do not conflict with APPLICABLE LAWS or any HSE STANDARDS in effect at CLIENT/CONTRACTOR GROUP WORKSITES.

The risk management will include:

- a. A list of all activities that will be used as a basis to determine the project or reviews;
- b. A list of the HSE HAZARDS of each identified activity;
- c. The assessment of the risk associated with each identified activity, and applying CONTRACTOR'S risk assessment matrix (RAM). SUBCONTRACTOR'S RAM will be submitted to CONTRACTOR for review.
- d. A description of how each HAZARD will be controlled and the need for specific JSEA (Job Safety Environmental Hazard Analysis) when normal procedures and controls are expected to be inadequate,
- e. Implementation of risk reduction measures to control or mitigate the hazard and its effects; and
- f. Planning for recovery in the event of a loss or control leading to an unacceptable effect.

## **5.8 PLANNING and PROCEDURES**

SUBCONTRACTOR will implement a PERMIT-to-WORK process to manage the risks of hazardous work.

SUBCONTRACTOR will manage changes to facilities, processes and organizations to control risks.

SUBCONTRACTOR will incorporate EMERGENCY RESPONSE plans, including those for medical emergencies and spills or releases to the environment to maintain preparedness.

SUBCONTRACTOR will provide to CONTRACTOR's Project Field Safety Technician daily reports consisting of safety meetings, JSA or JSEA, equipment and vehicle check lists, excavation safety checklists, etc.

#### **5.9 FITNESS to WORK REQUIREMENTS**

SUBCONTRACTOR will ensure it has a fully implemented fitness-to-work process that assures all SUBCONTRACTOR PERSONNEL engaged in supply of SCOPE are medically and physically fit to perform work within SCOPE.

SUBCONTRACTOR will communicate all fitness to work requirements to SUBCONTRACTOR PERSONNEL.

Prior to and during supply of SCOPE, SUBCONTRACTOR will provide CONTRACTOR with such information about SUBCONTRACTOR'S fitness to work process as CONTRACTOR may request.

#### **5.10 WORK ENVIRONMENT and EQUIPMENT REQUIREMENTS**

CONTRACTOR will provide and maintain safe and healthy working conditions for all CONTRACTOR and SUBCONTRACTOR personnel.

Tools or equipment the SUBCONTRACTOR plans to use must be suitable for the job and safe to use.

Each work site/ jobsite will be drug, alcohol and weapon-free. SUBCONTRACTOR agrees to remove any worker that CONTRACTOR or OWNER finds unsatisfactory or noncompliant.

#### **5.11 MONITORING, REPORTING, and AUDITS**

SUBCONTRACTOR will establish and implement a documented system to monitor and report HSE performance that meets the performance and monitoring requirements as communicated from time to time by CONTRACTOR, including leading and lagging key performance indicators (KPI's) as agreed between CONTRACTOR and SUBCONTRACTOR.

SUBCONTRACTOR shall appoint an on-site safety representative who will attend CONTRACTOR'S regular project safety meetings, hazard assessment sessions, and joint site inspections. The safety representative will be responsible for implementation of the requirements of this contract, as well as any other safety rules determined necessary for the safe execution of the project, by CONTRACTOR.

SUBCONTRACTOR agrees to keep all paper and electronic invoices, supporting documents, and DOT or OSHA records for the SCOPE or WORK for three (3) years after its completion. SUBCONTRACTOR will allow CONTRACTOR to copy and access the records at reasonable times, and will cooperate to resolve any adverse audit findings. CONTRACTOR can use its own or contract auditors, and SUBCONTRACTOR will also comply with audit requirements in the Prime

Contract (will be provided upon request). Any PARTY owing money after the audit will pay it in thirty (30) days.

## **5.12 CORRECTIVE ACTION REQUIREMENTS**

Action Level One - If a SUBCONTRACTOR fails to comply with applicable safety standards, Site Management will issue a written "Notice of Safety Non-Compliance" to SUBCONTRACTOR'S site safety representative. Site Management will also forward a "Warning Letter for Safety Non-Compliance" and a copy of the Notice of Safety Noncompliance to SUBCONTRACTOR'S President or Operations Manager. Copies of these two documents will also be forwarded to the CONTRACTOR's Corporate Safety Department.

Action Level Two - If item(s) of safety non-compliance are not corrected by Action Level One, or SUBCONTRACTOR repeatedly fails to comply with the applicable safety regulations, the Site Manager will issue a "Written Notice of Temporary Job Suspension" to SUBCONTRACTOR. SUBCONTRACTOR'S work may not resume until the CONTRACTOR's Operations Manager and SUBCONTRACTOR'S Division Manager or equivalent have met and SUBCONTRACTOR has proposed corrective actions that are acceptable to CONTRACTOR. Actions that may be considered include, but are not limited to:

- Removal of certain SUBCONTRACTOR personnel from the project;
- Alteration of SUBCONTRACTOR'S job procedures; or
- Have CONTRACTOR implement the corrective action and back charge SUBCONTRACTOR.

SUBCONTRACTOR shall not resume work until proposed corrective actions are accepted by CONTRACTOR management. CONTRACTOR management will document the meeting results which will be kept on file.

Action Level Three - If Action Levels One and Two do not result in SUBCONTRACTOR'S safety performance being brought into compliance, subcontract termination will result. Project management for CONTRACTOR may, after informing the local management that the safety adherence procedure has not been followed and after giving SUBCONTRACTOR notice, terminate the subcontract. SUBCONTRACTORS that have a contract terminated in accordance with this procedure will be ineligible to participate in future CONTRACTOR projects until they have implemented and demonstrated corrective actions to improve their deficiencies. Only written approval from the CONTRACTOR'S President can reinstate a SUBCONTRACTOR'S eligibility.

## **5.13 INCIDENT REPORTING REQUIREMENTS**

SUBCONTRACTOR will report all incidents, including near misses to CONTRACTOR immediately. CONTRACTOR'S HSE Field Tech and/or representative and SUBCONTRACTOR'S HSE representative will accompany any SUBCONTRACTOR personnel that must leave the jobsite for medical treatment.

SUBCONTRACTOR will comply with CONTRACTOR'S reporting requirements regarding INCIDENTS associated with the SCOPE and cooperate in all cases where CONTRACTOR determines to investigate the INCIDENT.

SUBCONTRACTOR personnel, will at the request of CONTRACTOR, attend and contribute to CONTRACTOR'S investigation in a manner prescribed by CONTRACTOR.

CONTRACTOR may recommend and communicate corrective action arising from an INCIDENT investigation to SUBCONTRACTOR and SUBCONTRACTOR will be solely responsible to ensure that all recommended actions are taken.

Any SUBCONTRACTOR personnel who observes and incident, including "near miss" incidents, shall, in addition to any requirements under applicable Law (including any applicable notification deadline) and CONTRACTOR'S and the Customer's EHS policies, notify their immediate supervisor as soon as it is safe to do so. As soon as practicable, SUBCONTRACTOR shall report to CONTRACTOR and Customer representative any incidents resulting in either (i) injuries to SUBCONTRACTOR, its employees, agents or representatives, CONTRACTOR, its employees, agents or representatives, or any third party; or (ii) damage to property, including spills or other damage to the environment, as well as any "near miss" incidents, that arise out of or are in connection with the Work by SUBCONTRACTOR or any its subcontractors. SUBCONTRACTOR shall cooperate with CONTRACTOR and its Customer and all governmental agencies, to the extent involved, with respect to all incident investigations at the Worksite and shall assist CONTRACTOR and its Customer with respect to all incident investigations involving SUBCONTRACTOR personnel, including making SUBCONTRACTOR personnel reasonably available for interviews and providing CONTRACTOR and its Customer a copy of any incident investigation report, interview summaries, incident summary, or equivalent, consistent with applicable Laws. If an incident *involves* loss of life, serious injury, or substantial property loss or damage, reports to CONTRACTOR shall be made to CONTRACTOR'S corporate Health, Safety, and Environmental / Risk Management Departments. Upon request by CONTRACTOR, SUBCONTRACTOR shall furnish CONTRACTOR with a copy of all non-privileged reports concerning those incidents that are made by SUBCONTRACTOR to SUBCONTRACTOR'S insurer, to a Governmental agency, or to other persons.

#### **5.14 ADDITIONAL SAFETY REQUIREMENTS**

Additional information may be required from SUBCONTRACTOR before any job is started depending upon the risk ranking of the task being performed. Examples of additional information may include but not limited to: Certifications of employees, maintenance records of equipment, training records, competency records, SOP's, etc.

#### **5.15 ADDITIONAL REQUIREMENTS**

Prior to the commencement of the Work and throughout the term of this Agreement, SUBCONTRACTOR shall implement an appropriate HSE Program that, at a minimum, complies with (i) applicable Laws; (ii) the HSE requirements as set forth in Agreement and / or the relevant Order; (iii) any applicable HSE interface management (bridging) documents between CONTRACTOR and its Customer; and (iv) any Worksite specific requirements (if applicable). No instructions provided by CONTRACTOR shall be construed by SUBCONTRACTOR as an instruction to act in conflict with SUBCONTRACTOR'S HSE Program; provided, however, that if CONTRACTOR or its Customer requires procedures that impose a higher standard than those imposed by SUBCONTRACTOR'S HSE Program, the higher standard shall prevail.

If CONTRACTOR'S or the Customer's HSE program is inconsistent with SUBCONTRACTOR'S HSE Program, then that determined to be safer shall apply. This shall constitute a minimum standard and shall not be construed so as to provide CONTRACTOR any right of, or actual, control over any of SUBCONTRACTOR'S HSE policies or practices.

SUBCONTRACTOR shall provide, or make available upon request, to CONTRACTOR a copy of its current HSE Program, including any modifications, revisions, and supplements thereof.

SUBCONTRACTOR shall take (i) all necessary environmental, safety, and other precautions to protect

all property and persons from damage, loss, illness, injury, or death arising out of the performance of the Work; (ii) all precautions and other actions within its control, as may necessary, in order to perform the Work in a safe manner and to, wherever possible, avoid and eliminate any hazards present at the Worksite or otherwise involving the Work; and (iii) in connection with the performance of the Work, SUBCONTRACTOR shall take full responsibility for maintaining the safety and environmental compliance of the Work, including the supervision and performance of all its subcontractors engaged therein.

The foregoing requirements are not intended to, and do not, provide a basis for CONTRACTOR to control SUBCONTRACTOR'S HSE Programs nor to relieve SUBCONTRACTOR of its independent and legal responsibility to maintain HSE standards in compliance with applicable Laws.

**ISNetWorld:** If required by CONTRACTOR or its Customer, SUBCONTRACTOR shall; (i) maintain an active membership in ISN; (ii) provide and update safety performance and other data, as required; (iii) comply with CONTRACTOR or its Customer's ISN requirements, including those applicable to the specific business unit; and (iv) have an ISN status that is acceptable to CONTRACTOR. Should SUBCONTRACTOR'S ISN status be less than that which is acceptable to CONTRACTOR or its Customer, CONTRACTOR may suspend the Work and require SUBCONTRACTOR, at its sole costs, risk, and expense (including SUBCONTRACTOR'S standby time), to file and implement an acceptable mitigation plan that demonstrates mitigation of the identified deficiencies before Work may be recommended.

**Corporate Social Responsibility:** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR shall comply with all applicable Laws regarding, labor relations, social responsibility, and human rights, together with CONTRACTOR's and its Customer's Corporate Social Responsibility Policy, as applicable.

**Alcohol, Illicit Drugs, Contraband, and Weapons Prohibited:** In accordance with the performance of the Work and / or when on or at CONTRACTOR'S or its Customer's location or jobsite, SUBCONTRACTOR acknowledges and shall abide by CONTRACTOR'S and its Customer's policies prohibiting the use, possession, transportation, promotion, or sale of alcohol, illicit drugs, contraband, or weapons, including the requirements of the CONTRACTOR and its Customer's Substance Abuse Compliance Program, as applicable. Furthermore, SUBCONTRACTOR agrees that when SUBCONTRACTOR'S personnel are on or at a CONTRACTOR or Customer location or jobsite, at CONTRACTOR'S or its Customer's sole discretion, SUBCONTRACTOR personnel (and their vehicles) may be searched or required to undergo drug and/or alcohol testing, including submission of urine and/or blood samples, as deemed appropriate by CONTRACTOR and its Customer.

**Protection of Property:** SUBCONTRACTOR shall, in keeping with industry standards, protect all property of CONTRACTOR and its Customer and adjacent property and agrees that all necessary precautions shall be taken for the safety of SUBCONTRACTOR personnel and all other persons.

**Hazardous Chemicals and Materials:** SUBCONTRACTOR shall not, without prior written permission of CONTRACTOR, bring onto CONTRACTOR'S or its Customer's property any hazardous chemicals or materials and upon receiving such permission shall first notify Contractor representative as the identity, location, and any suggested appropriate protective measures for such hazardous chemicals or materials and, upon CONTRACTOR'S or Customer's request, shall provide all appropriate Safety Data Sheets (SDS).

**Invitees Prohibited:** Without prior written permission of CONTRACTOR representative, SUBCONTRACTOR shall not (nor permit SUBCONTRACTOR personnel to), invite, permit entry, or bring any person onto CONTRACTOR'S or its Customer's worksite or property who is not a member of SUBCONTRACTOR personnel.

**Breach:** Any material breach of this Section by SUBCONTRACTOR shall be grounds for termination of this Agreement for Cause and/or immediate termination of any Order issued thereunder. Notwithstanding anything in this Agreement to the contrary, any breach of the HSE covenants referenced in this Section shall be grounds for immediate termination for Cause of this Agreement and/or any Order issued thereunder.

**Audit:** CONTRACTOR shall have the right, at its option, to conduct a complete audit of SUBCONTRACTOR'S documents and practices (including at facilities and other locations where Work is being provided) to verify SUBCONTRACTOR'S compliance with this Section. Furthermore, SUBCONTRACTOR shall obtain equivalent rights of audit from all of its subcontractors and will cause such rights to extend to CONTRACTOR and its Customer and representatives.

**Notice of Employee Rights Under Federal Labor Laws:** To the extent applicable, SUBCONTRACTOR incorporates into this Agreement, as applicable, the obligations regarding the notice of employee rights under federal labor laws found at 29 CFR Part 471, Appendix A to Subpart A, and will likewise incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 471.

**Immigration Compliance:** To the extent applicable, SUBCONTRACTOR certifies that it is in compliance with requirements of the immigration Reform and Control Act of 1986, any requirements to utilize the federal government's E-Verify System (FAR 52.222-54, Employment Eligibility Verification), any applicable state law pertaining to verifying employment authorizations at the time of hire, and all applicable rules and regulations promulgated pursuant thereof, all as amended from time to time. SUBCONTRACTOR agrees, as required, to obtain a substantially similar certification from its contractors or subcontractors performing Work related to this Agreement. SUBCONTRACTOR further agrees, if requested to provide proof of compliance with regard to SUBCONTRACTOR'S personnel who perform Work pursuant to this Agreement.

**Certification on Non-Segregated Facilities:** SUBCONTRACTOR further certifies that I does not and will not maintain or provide for its employees any facilities which are segregated by race, color, religion, or national origin or permit its employees to perform any services at any location, under SUBCONTRACTOR'S control, where segregated facilities are maintained; and, if applicable, SUBCONTRACTOR will obtain a similar certification for all non-exempt subcontracts.

**Policy on Drugs, Alcohol, and Firearms:**

- (a) **SUBCONTRACTOR'S Personnel:** SUBCONTRACTOR'S personnel must have taken at least one drug test within twelve (12) months prior to beginning the Work and shall not have tested positive for illegal drugs or alcohol at any time within the twelve (12) months preceding the beginning of the Work. Additionally, SUBCONTRACTOR'S personnel shall not perform any Work for CONTRACTOR or its Customer while under the influence of any alcoholic beverage, illegal or legal drug, intoxicant, or other substance. SUBCONTRACTOR'S personnel shall not use, possess, transport, promote, or sell illegal drugs, firearms, explosives, weapons, alcoholic beverages, un-prescribed controlled substances, or drug paraphernalia while at work site or performing any Work.
- (b) **Subcontractor's Obligations:** SUBCONTRACTOR warrants that it has adopted its own policy to assure a drug and alcohol free workplace while performing the Work, and upon request, will provide a copy to the CONTRACTOR upon request.
- (c) **Reasonable Suspicion Testing:** SUBCONTRACTOR shall administer, or permit CONTRACTOR or its Customer to administer, a drug and alcohol test, as applicable, to any member of SUBCONTRACTOR'S personnel if facts arise giving to a reasonable inference that any such individual is: (i) using, or recently used, controlled substance or (ii) under the influence of alcohol during performance of the Work.
- (d) **Random Testing:** As reasonably requested by CONTRACTOR or its Customer,



SUBCONTRACTOR shall periodically administer random testing for drugs of SUBCONTRACTOR'S personnel. Alternatively, SUBCONTRACTOR shall permit CONTRACTOR or its Customer to periodically without prior notice, search the Work Site and/or any member of SUBCONTRACTOR'S personnel including their person or physical possessions, including vehicles, located on the Work Site. Subject to applicable law, CONTRACTOR and its Customer shall have the right, but not the obligation, to perform unannounced random drug and alcohol testing of any member of SUBCONTRACTOR'S personnel while on property that is owned, operated, or leased by CONTRACTOR or its Customer and to audit SUBCONTRACTOR'S alcohol and drug program to verify that SUBCONTRACTOR'S policy and enforcement thereof are in compliance with these requirements.

- (e) **Testing Requirements:** Testing conducted by SUBCONTRACTOR shall be administered by a qualified third-party service specializing in the subject matter of testing for the presence of alcohol and/or controlled substances in a person. If the position held (or to be held) by the individual subject to the testing is governed by U.S. Department of Transportation (DOT) regulations or other applicable laws, the testing shall be conformity with the requirements of such applicable laws. If a drug and/or alcohol testing regulatory framework is not applicable for the position held (or to be held) by the individual subject to the testing, then the testing shall be conducted with due care and in conformity with industry standards with testing for these items; (i) Marijuana, (ii) hallucinogenic drugs, (iii) opiates, (iv) amphetamines, (v) prescription medication subject to regulation as controlled substances, and (vi) alcohol. The testing process shall afford the individual tested to request a re-test of the sample tested at the expense of the individual requesting the re-test, provided that the result is timely made. The testing process shall be confidential and results shall be disclosed to others only upon a "need-to-know" basis. Any positive drug and/or alcohol test result by any member of SUBCONTRACTOR'S personnel shall be promptly reported to CONTRACTOR by SUBCONTRACTOR.
- (f) **CONTRACTOR Remedies:** If there is a reasonable suspicion of violation of any provision contained in these requirements which shall include refusal to partake in or cooperate with the drug or alcohol testing process or cooperate with a search as described above, SUBCONTRACTOR shall (i) immediately remove any such member of SUBCONTRACTOR'S personnel from the Work Site and (ii) prohibit such individual from performing any Work for CONTRACTOR or its Customer. SUBCONTRACTOR will immediately replace any such member of SUBCONTRACTOR'S personnel at CONTRACTOR'S request and such individual may only perform any Work or return to the Work Site after SUBCONTRACTOR certifies that the suspected individual has not tested positive for illegal drugs or alcohol pursuant to testing conducted by a certified facility at SUBCONTRACTOR'S expense immediately following the individual's removal from the Work Site. CONTRACTOR'S remedies herein are without wavier of any other remedy in the Agreement.
- (g) **DOT Regulations:** To the extent applicable, if SUBCONTRACTOR is subject to the DOT rules and regulations, then SUBCONTRACTOR agrees to implement and comply with all such rules and regulations pertaining to drug and alcohol testing, education and training of SUBCONTRACTOR'S personnel. Upon request of CONTRACTOR, SUBCONTRACTOR agrees to provide to CONTRACTOR a copy of SUBCONTRACTOR'S drug and alcohol testing program, evidence of compliance therewith and any additional information requested pursuant to DOT rules and regulations. These modes or DOT transportation programs include, but are not limited to, Pipeline & Hazardous Material Safety Administration ("PHMSA"), and Federal Motor Carrier Safety Administration ("FMCSA").

#### Background Checks

- (a) Background checks shall be conducted with due care to assess whether SUBCONTRACTOR'S personnel is unsuitable for a position or role due to information available through a reputable background-check service.

- (b) SUBCONTRACTOR warrants that it has with respect to all SUBCONTRACTOR'S personnel who are expected to perform Work under this Agreement (i) conducted background checks; (ii) conducted checks against relevant persons-wanted lists published by national or international law enforcement bodies, the Consolidated Screenings List compiled by the United States Department of Commerce, State and Treasury, and any comparable lists maintained by non-U.S. authorities that are applicable to the activities engaged in under this Agreement (collectively "Government Sanctions or Watch List"); (iii) verified all qualifications used as a condition of employment (e.g., education, licensing, certifications, references, previous employers, etc.); and (iv) conducted a credit history check review if the position pertains to a position of substantial trust such as involving large sums of money or substantial assets of *value* where theft or similar financial improprieties could reasonably occur. At a minimum, background checks required in (i) *above* shall include the checking or criminal convictions for any offenses other than minor traffic violations for all geographic areas wherein such individual has resided during the past *five* (5) years. Should any member of SUBCONTRACTOR'S personnel appear on a Government Sanctions or Watch List, or the background checks or verifications disclose inaccurate or false information, a criminal conviction record, credit history or factors that could bear upon the desirability of a particular individual performing Work under this Agreement, SUBCONTRACTOR will advise Contractor of the result of the check. CONTRACTOR shall have the right to request that SUBCONTRACTOR *remove* from the Work or CONTRACTOR's or its Customer's premises, any such individual. SUBCONTRACTOR warrants that it has, by operation of law or *valid* agreements with SUBCONTRACTOR'S personnel, the right to obtain this information and to disclose it to CONTRACTOR or its Customer as required herein. Additionally, CONTRACTOR shall have the right to conduct additional background checks on SUBCONTRACTOR'S personnel who will be performing Work for CONTRACTOR. SUBCONTRACTOR shall take all actions and execute all documents and shall cause SUBCONTRACTOR'S personnel to take all actions and execute all documents as are necessary to assist CONTRACTOR in this process.
- (c) For purposes of this Sub-Section, "conviction" shall include a guilty verdict following a trial, a guilty plea, a plea of no contest or *no/a* contendere, a probated sentence, or a deferred adjudication. A conviction shall not automatically render an individual as being unsuitable for a position and this fact shall be disclosed by Subcontractor in advance in writing to all individuals undergoing a background check with this Agreement.
- (d) The entire background check process shall comply with the Federal Credit Reporting Act ("FCRA") requirements including, but not limited to, the receipt of a FCRA- complaint signed authorization from the individual undergoing the background check and, if applicable, the provision of a pre-adverse action notice and an adverse action notice. Further, SUBCONTRACTOR agrees that its background check process shall conform to the requirements of applicable law; in the *event* of a conflict between the requirements stated herein and applicable law, applicable law shall control. In addition, the assessment of whether a conviction renders an individual unsuitable for a position shall comply with the most-recent guidance from the Equal Employment Opportunity Commission regarding consideration of arrest and conviction records in employment decisions under the Title VII of the Civil Rights Act of 1964. Additional information may be required from SUBCONTRACTOR before any job is started depending upon the risk ranking of the task being performed. Examples of additional information may include but not limited to: Certifications of employees, maintenance records of equipment, training records, competency records, SOP's, etc.

## 6.0 CONFIDENTIALITY

SUBCONTRACTOR and its employees and its subcontractors agree to keep all information related to this Contract and any other contract or agreement between SUBCONTRACTOR and CONTRACTOR confidential, and to use it only for the Work. SUBCONTRACTOR shall obtain CONTRACTOR's prior written approval for any external sharing of information, publicity releases about, or taking photographs of the Work or project. SUBCONTRACTOR will require its employees and subcontractors to comply with such limitation or

releases and photographs. The terms of this paragraph last for five (5) years after the Work is complete. On request, SUBCONTRACTOR will return all confidential information to CONTRACTOR or destroy it.

## **7.0 ARBITRATION AND DISPUTE RESOLUTION**

7.1 With the exception to any matter controlled or determined by the provision in Section 1 or section 7.2 below, the Parties recognize that this Contract involves interstate commerce. They agree to arbitrate all claims, controversies, or disputes arising out of or related to this Contract or the Work. The arbitrator alone has jurisdiction to decide arbitrability of any such claim. A single arbitrator will decide the case, using the Construction Industry Rules of the American Arbitration Association. The arbitrator's decision will be enforceable in any court of competent jurisdiction, and the Parties waive their appeal rights. Except for ordering an exchange of trial exhibits, the arbitrator has no authority to order any discovery not agreed to by both Parties. The arbitrator must award the prevailing party its professionals' fees, costs, and expenses. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceeding shall be held in Lafayette, Louisiana

7.2 Notwithstanding the provisions in Section 7.1, SUBCONTRACTOR acknowledges and agrees that (i) damages resulting from any breach of this Contract or any other contract or agreement between SUBCONTRACTOR and CONTRACTOR related to the Work may be difficult to calculate, (ii) if Subcontractor breaches or threatens to breach this Contract or any other contract or agreement between SUBCONTRACTOR and CONTRACTOR related to the Work, CONTRACTOR shall be entitled to equitable relief in the form of an injunction and specific performance, to halt such actual or threatened breach, without the requirements to post any bond or other security, and (iii) CONTRACTOR shall, at all times retain its right to recover from SUBCONTRACTOR any reasonable costs incurred by CONTRACTOR to obtain such injunction and specific performance (including reasonable attorney's fees) and any claims resulting from such breach.

## **8.0 SEVERABILITY**

Any unenforceable provision is hereby amended by operation of law to the extent, and only to the extent, necessary to make it enforceable, if possible, and, if not possible, then such provision shall be deemed deleted. Invalidity of one provision does not affect others, which remain in force.

## **9.0 WORK CONTINUATION and PAYMENT**

SUBCONTRACTOR will continue with the Work during any dispute resolution proceedings, and CONTRACTOR will pay SUBCONTRACTOR according to this Contract.

## **10.0 JOINT DRAFTING**

Both Parties had opportunity to negotiate terms and to seek counsel prior to signature; no rule of interpretation should favor either party.

## **11.0 TIME OF PAYMENT**

11.1 Unless otherwise expressly agreed to in a written job order, contract, or other agreement, SUBCONTRACTOR shall invoice CONTRACTOR (i) for nonrecurring Work, upon completion of such nonrecurring Work, and (ii) for Work performed on a recurring basis, at the end of each calendar month during which such Work is performed. If CONTRACTOR, in good faith, disputes the amount of any invoice, CONTRACTOR shall notify SUBCONTRACTOR of such dispute within thirty (30) days of CONTRACTOR'S receipt of such invoice. Subject to the foregoing, as well as any partial lien waiver requirements set forth in Section 11.2 below Contractor shall pay to SUBCONTRACTOR at least ninety percent (90%) of any undisputed amounts within - sixty (60) days of CONTRACTOR'S receipt of SUBCONTRACTOR'S invoice. CONTRACTOR may retain

ten percent (10%) of the amount due and owing under each such invoice until CONTRACTOR is satisfied that all Work complies with the appropriate job order. Excluding audit rights, CONTRACTOR shall have no obligation to pay, or otherwise compensate SUBCONTRACTOR, for any invoice received from SUBCONTRACTOR;

- a. More than one hundred twenty (120) days after the completion of the Work, in the case of non-- recurring Work; or
- b. More than one hundred twenty (120) days after the end of calendar month during which the Work was performed, in the case of recurring Work.

**11.2** SUBCONTRACTOR, as well as its subcontractors and suppliers, shall furnish CONTRACTOR a complete "Release of Liens and Claims" on forms acceptable to CONTRACTOR, before final payment is made. Moreover, if required by CONTRACTOR, SUBCONTRACTOR shall furnish partial lien waivers with each monthly installment on forms acceptable to CONTRACTOR. If any lien is filed or remains unsatisfied after final payment, SUBCONTRACTOR shall indemnify CONTRACTOR for all costs, expenses, and attorney's fees incurred in discharging such lien. SUBCONTRACTOR hereby waives and releases any lien or right of lien it may assert against the project, the project owner or any contract funds as allowed at law or in equity.

## **12.0 MOBILIZATION AND CHANGE ORDERS**

**12.1** SUBCONTRACTOR shall not mobilize until authorized by CONTRACTOR or the owner in writing. Any mobilization prior to CONTRACTOR'S or the owner's written authorization shall be at SUBCONTRACTOR'S risk and expense.

**12.2** CONTRACTOR may, by written order, make changes in the Work or authorize additional Work. In all cases where the amount or character of the Work is affected, an equitable adjustment of SUBCONTRACTOR'S compensation shall be made prior to performance of the changed or additional Work as quantified in such written order. All extra Work must be approved in writing by CONTRACTOR before said Work is begun, except in an emergency endangering life or property. No claims for an addition to the Contract sum shall be valid unless so approved, and SUBCONTRACTOR proceeds at its own risk without such written approval.

## **13.0 FORCE MAJEURE**

Neither CONTRACTOR nor SUBCONTRACTOR shall be liable for any delay or damage due, occasioned or caused as a result of such laws, orders, rules or regulations, or by acts of God, floods, blizzards,, named tropical storms, hurricanes, other action of the elements, insurrection, terrorism, revolution, piracy, strikes, or causes beyond the reasonable control of the Parties such as inability to obtain permits after diligent efforts, and any delay due to the above causes or any of them or any others beyond the reasonable control of the Parties, shall not be deemed to be a breach or failure to perform this Contract, or any part thereof. Both Parties must certify the conditions that cause such delays before time for completion can be extended.

## **14.0 WARRANTY**

**14.1.1** SUBCONTRACTOR expressly warrants and guarantees that its Work shall be executed (i) in the best and most workman like manner by qualified and efficient workers, (ii) in strict conformity with the best modern practices, generally accepted professional standards, all industry codes, and applicable law, (iii) in strict conformity with the prime contract, this Contract, and any other applicable agreement or purchase order; and (iv) to the satisfaction of owner's designated representative for the project. Upon request, SUBCONTRACTOR will provide CONTRACTOR with true and accurate copies of relevant worker licenses, certifications, or training records.

SUBCONTRACTOR warrants that all materials supplied in connection with the SUBCONTRACTOR'S work shall: (i) conform to all specifications and the requirements of the prime contract, this Contract, and other applicable contracts or agreements; (ii) be new and of good material and workmanship and free from defects; and (iii) be fit for any ordinary or know purpose. SUBCONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Any substitution of materials for those specified in any contract, purchase order, or other agreement regarding SUBCONTRACTOR'S Work shall be made only upon the written approval of CONTRACTOR. In the event SUBCONTRACTOR is not the manufacturer of the materials, SUBCONTRACTOR will obtain assignable warranties for the materials from its vendors and suppliers, which it will pass-through or assign to the owner, and SUBCONTRACTOR will cooperate with the owner in the enforcement of such warranties. If a manufacturer's warranty is not assignable, or no pass-through or assignment is made, then SUBCONTRACTOR will assume the responsibility of the warranty.

- 14.2 SUBCONTRACTOR'S warranties of the Work will expire on the date which is one (1) year from the date the Work is accepted by CONTRACTOR or one (1) year after CONTRACTOR places the Work in service, whichever is later. Without waving any other rights or remedies CONTRACTOR may have at law, if any Work fails to meet the warranty. SUBCONTRACTOR, at its sole cost, will at CONTRACTOR's option, correct, repair, or replace the defective Work and any damage to other work or material.
- 14.3 Work furnished by SUBCONTRACTOR to correct defects will be further warranted for an additional one (1) year from the date of CONTRACTOR'S acceptance of such correction, repair, or replacement. SUBCONTRACTOR will reimburse CONTRACTOR for corrections, repairs, or replacements made by CONTRACTOR if SUBCONTRACTOR fails to take prompt and effective action to correct the failure of the warranty after CONTRACTOR'S written notice. CONTRACTOR will be entitled to deduct the cost of such corrective Work from any monies due or becoming due SUBCONTRACTOR; provided that, if no such monies are due, then SUBCONTRACTOR will promptly pay CONTRACTOR the costs incurred for such corrective Work.
- 14.4 CONTRACTOR shall have full access to SUBCONTRACTOR'S Work and may inspect the Work at any time. No inspection or failure to inspect by CONTRACTOR shall constitute approval of the Work or waiver of any right or remedy of CONTRACTOR, or relieve SUBCONTRACTOR of any obligation, under the prime contract, this Contract or any other contract or agreement. Neither acceptance of, nor payment for, work shall relieve SUBCONTRACTOR of responsibility for faulty materials or workmanship.

## **15.0 TERM**

This contract is intended to set forth the general terms, conditions, requirements, and understanding under which future Work may be requested by CONTRACTOR, and this Contract shall remain in effect so long as SUBCONTRACTOR complies with the requirements and provisions in the Contract so that SUBCONTRACTOR remains on CONTRACTOR'S list of approved subcontractors. SUBCONTRACTOR agrees that, from time to time during this Contract, SUBCONTRACTOR might be required to agree to modifications of this Contract in order to remain on CONTRACTOR's list of approved subcontractors. This Contract does not obligate CONTRACTOR to order services from SUBCONTRACTOR nor does it obligate SUBCONTRACTOR to provide service to CONTRACTOR, but the Contract will define the rights, duties, and obligations of CONTRACTOR and SUBCONTRACTOR for work requested by CONTRACTOR and provided by SUBCONTRACTOR. Should CONTRACTOR request and should SUBCONTRACTOR agree to perform Work, this Contract shall automatically apply to SUBCONTRACTOR'S performance of that Work and shall automatically become a part of subsequent contract or agreement between CONTRACTOR and SUBCONTRACTOR.

## **16.0 TERMINATION OF THIS CONTRACT**

- 16.1 Contractor may terminate this Contract in whole or in part at any time, and for any reason, and remove SUBCONTRACTOR from its list of approved subcontractors.
- 16.2 If, at the time CONTRACTOR terminates this CONTRACT, SUBCONTRACTOR is performing Work, then CONTRACTOR may finish the Work in any manner suitable to CONTRACTOR. In such event, a mutually satisfactory settlement shall be made, but if the parties fail to agree on the amount of the settlement, SUBCONTRACTOR shall only be entitled to recover reasonable expense incurred in connection with the performance of the CONTRACT up to the time of termination plus reasonable profit on such expenses, provided the amount recoverable plus the cost to complete the work shall in no event exceed the total Contract price. SUBCONTRACTOR shall not be entitled to recover anticipated profit, lost opportunity costs, unabsorbed or under-absorbed overhead, or special, incidental, punitive, or consequential damages of any kind.
- 16.3 If SUBCONTRACTOR should be adjudged a bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or should SUBCONTRACTOR fail to make prompt payment to the lower tier subcontractors or suppliers, or disregard laws, ordinances, or other governmental regulations or violate any provision of the Contract, CONTRACTOR may, on giving five (5) working days written notice, terminate SUBCONTRACTOR'S service, take possession of the premises and all things thereon and finish the Work in any manner suitable to CONTRACTOR. SUBCONTRACTOR shall not be paid further until the Work is finished. If the cost to finish the Work, plus any damages, fines, attorney's fees, or expenses arising from SUBCONTRACTOR'S default or termination, exceed the unpaid balance of the Contract price, SUBCONTRACTOR and its surety shall promptly pay CONTRACTOR the difference.
- 16.4 Should it ultimately be determined that CONTRACTOR did not have cause to for termination under the preceding Section 16.3, the termination shall be treated as one for the convenience of CONTRACTOR and SUBCONTRACTOR'S recovery of any costs, fees, or damages resulting from the termination shall be expressly and strictly limited by the provisions of Section 16.2.

## **17.0 PERFORMANCE BOND**

Should CONTRACTOR require it, SUBCONTRACTOR agrees to furnish a performance bond in the amount of 100% of the Contract price and labor and material payment bond in amount equal to 50% of the Contract price, each payable to CONTRACTOR, on forms to be furnished by or approved by CONTRACTOR. In lieu of such bonds, and at CONTRACTOR'S sole option, CONTRACTOR may require SUBCONTRACTOR to furnish a letter of credit from a bank acceptable to CONTRACTOR or a personal bond or guarantee, all on a form to be furnished by or approved by CONTRACTOR.

## **18.0 ATTORNEYS' FEES**

Should SUBCONTRACTOR default in any of the provisions of the Contract or any other contract or agreement with CONTRACTOR and should CONTRACTOR employ an attorney to enforce any provision hereof, or to collect damages for breach of the Contract or any other contract or agreement with CONTRACTOR, or to recover on the securities mentioned in Section 17.0, SUBCONTRACTOR and surety agree to pay CONTRACTOR such reasonable attorney's fees and related costs as it may expend therein.

**ACCEPTANCE of CONTRACT**

IN WITNESS WHEREOF, the parties hereto have executed this Contract upon the date shown in several counterparts, each of which shall be considered as an original.

Witness: \_\_\_\_\_

**SUBCONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

EXHIBIT A

TO MASTER SERVICE AGREEMENT EXCESS  
(UMBRELLA) & ENVIRONMENTAL LIABILITY  
MINIMUM REQUIRED LIMITS

Type of Contractor / Vendor	Excess (Umbrella) Liability Required	Environmental Liability Required
Airboat Rentals	5 Million	1 Million
Boat Rentals	5 Million	3-5 Million
Barge Rentals	5 Million	1 Million
Boring Contractors	5 Million	1 Million
Cathodic Protection	5 Million	1 Million
Crane Operations	5 Million	1 Million
Excavation/ Trenching Contractors	5 Million	1 Million
Fuel (Diesel, Gas) Transportation	5 Million	1 Million
Hot Tapping	5 Million	1 Million
Hot Bolting	5 Million	1 Million
Hydro Excavation	5 Million	1 Million
Hydrostatic Testing	5 Million	1 Million
Lease Crews /Roustabouts)	5 Million	1 Million
Line Location Contractors	5 Million	1 Million
Marsh Buggy Rentals	5 Million	1 Million
Mulching	5 Million	1 Million
Painting Contractors	5 Million	1 Million
Portable Toilet Suppliers	1 Million	250,000 Thousand
Sand Blasting Contractors	5 Million	1 Million
Scaffold Building	5 Million	1 Million
Site Prep Contractors (Clearing)	5 Million	1 Million
Tank Cleaning	5 Million	1 Million
Trucking	5 Million	1 Million
Welding Contractors	5 Million	1 Million
X-Ray / Non-Destructive Testing	5 Million	1 Million