

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

MASTER SERVICE AGREEMENT

THIS AGREEMENT 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 service and

WHEREAS, CONTRACTOR desires, as a matter of CONTRACTOR policy, to establish and maintain an approved list of 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.

NOW THEREFORE IN CONSIDERATION of the mutual promises, conditions and agreements 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.

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 subjected 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 the superintendent or other person in charge of the 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.

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 party 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 through a self-insurance program, insurance coverages of the kind and in minimum amounts as follows:

- a.) Adequate Workers Compensation Insurance and Employers Liability Insurance complying with applicable state laws with limits of \$1,000,000.00 covering all SUBCONTRACTOR'S employees working under this agreement.
- b.) Commercial General Liability Insurance with Bodily Injury and Property Damage limits of \$1,000,000.00 for each accident and \$1,000,000.00 aggregate per policy, specifically including SUBCONTRACTOR'S Contractual liability.
- c.) Automobile Liability Insurance with Bodily Injury and Property Damage limits of \$1,000,000.00 for each accident.
- d.) Physical Damage Insurance on SUBCONTRACTOR'S property to the extent of its fair market value with any deductible to be for the account of the SUBCONTRACTOR.
- e.) Excess coverages – see exhibit A

2.2 Without affecting the indemnity obligations or liabilities of CONTRACTOR or its insurer(s), at any and all times during the term of this contract, CONTRACTOR shall at CONTRACTOR's expense maintain, with an insurance company or companies authorized to do business in the state where the work is to be performed or through a self-insurance program, insurance coverages of a kind and in minimum amounts equal to that required of SUBCONTRACTOR under Section 2.1.

- 2.3** Prior to commencing work for CONTRACTOR, SUBCONTRACTOR shall obtain from its insurers 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.
- 2.4** All such insurance shall be carried in a company or companies acceptable to CONTRACTOR 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, to the extent SUBCONTRACTOR assumes liability hereunder and agrees to indemnify CONTRACTOR, CONTRACTOR shall be named as an additional insured in all such 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. SUBCONTRACTOR agrees to have its insurance carrier furnish CONTRACTOR a certificate or certificates evidencing coverage in accordance with the above requirement and when requested by CONTRACTOR 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.
- 2.5** In the event SUBCONTRACTOR is a self-insurer and CONTRACTOR has 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 agreement.

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 ARTICLES 3.2 AND 3.3, 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, EMPLOYEES (ALL OF WHICH ARE HEREINAFTER IN THIS ARTICLE 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 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 CONTRACTOR PARTIES. 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 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, EMPLOYEES (ALL OF WHICH ARE HEREINAFTER IN THIS ARTICLE REFERRED TO AS THE "IDEMNIFIED 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, 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 WORK ORDER ISSUED IN CONNECTION HEREWITH.
- 3.4** 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, OR OTHER RECOVERY FROM OR AGAINST CONTRACTOR OR CONTRACTOR'S INSURERS.
- 3.5** 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.
- 3.6** 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 confirm to the maximum monetary limits permitted under such law.

4.0 LAWS, RULES, and REGULATIONS

- 4.1** CONTRACTOR and SUBCONTRACTOR respectively agree to comply with all laws, rules, and regulations, which are 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 in which the work is done or The General Maritime laws of the United States of America.
- 4.4** SUBCONTRACTOR will not assign this Agreement without Contractor's consent.
- 4.5** Any waiver under this Agreement must be written, knowing, and voluntary. Any claimed waiver does not extend future conduct not covered by a valid waiver.
- 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 agreement supersedes all other negotiations between the PARTIES about the WORK, and CONTRACTOR rejects any SUBCONTRACTOR proposal. The AGREEMENT can only be changed in writing and signed by both PARTIES.
- 4.8** The PARTIES do not intend for this AGREEMENT 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 AGREEMENT.

5.0 SAFETY REQUIREMENTS

- 5.1** It is the policy of the CONTRACTOR (BBGCI), 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, 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.

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 Agreement between CONTRACTOR and SUBCONTRACTOR, if any, any particular subcontract and other documents comprising any

contract associated with the specific Work. It is contemplated that there could be multiple separate contracts and therefore separate Contract Documents.

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 MSA 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 rights 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. 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 maintain 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 five (5) 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. 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 Non-Compliance 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.

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.

6.0 CONFIDENTIALITY

SUBCONTRACTOR and its employees and its subcontractors agree to keep all information related to this Agreement 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

The PARTIES recognize that this AGREEMENT involves interstate commerce. They agree to arbitrate all claims or disputes arising out of or related to this AGREEMENT 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 AAA. 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.

8.0 SEVERABILITY

Any unenforceable provision is hereby amended by operation of law. 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 AGREEMENT.

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

Unless otherwise expressly agreed to in a written job order, 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, Contractor shall pay to Subcontractor at least ninety percent (90%) of any undisputed amounts within thirty (30) 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 ninety (90) days after the completion of the Work, in the case of non-recurring Work; or
- b. More than ninety (90) days after the end of the calendar month during which the Work was performed, in the case of recurring Work.

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: _____

Witness: _____

CONTRACTOR

By: _____

Title: _____

Date: _____

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	1 Million	1 Million
Boat Rentals	1 Million	3-5 Million
Barge Rentals		1 Million
Boring Contractors	1 Million	1 Million
Cathodic Protection		1 Million
Crane Operations	5 Million	1 Million
Excavation / Trenching Contractors	3 Million	1 Million
Fuel (Diesel, Gas) Transportation		1 Million
Hot Tapping	5 Million	1 Million
Hot Bolting	3 Million	1 Million
Hydro Excavation	1 Million	1 Million
Hydrostatic Testing	3 Million	1 Million
Lease Crews (Roustabouts)	5 Million	1 Million
Line Location Contractors	5 Million	1 Million
Marsh Buggy Rentals	1 Million	1 Million
Mulching	1 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)	1 Million	1 Million
Tank Cleaning	3 Million	1 Million
Trucking	1 Million	1 Million
Welding Contractors	3 Million	1 Million
X-Ray / Non-Destructive Testing	3 Million	1 Million

Note: Depending upon the job scope and location of job, these limits may be negotiable.