SCHEDULE B

ATTACHMENT III

SCOPE OF WORK

REFERENCED DOCUMENTS

* 1. The following documents, including any documents or standards referenced therein, are by this reference incorporated into and made part of this Contract and shall be adhered to by CONTRACTOR in performance of the WORK.
  2. In addition to the Scope of WORK defined in this Contract, the scope shall be in accordance with, but is not limited to, the narratives, calculations, specifications, drawings, reports, and any other related documents listed and included in the Issued for Construction (IFC) Package.

1. PROJECT SUPPORT BUILDINGS AND CONTRACTOR CAMPS
   1. The following requirements apply to Project Support Buildings (including SAUDI ARAMCO and CONTRACTOR Group offices) at the Job Site, and Contractor Camps (accommodation for SAUDI ARAMCO and CONTRACTOR Group personnel).
   2. The scope of the Project Support Buildings and the Contractor Camps as set forth in the Job Specification shall be in accordance with:
      1. SAUDI ARAMCO Construction Safety Manual
      2. SAUDI ARAMCO General Instruction (G.I.) 151.006, “SAUDI ARAMCO Sanitary Code”
      3. SAUDI ARAMCO General Instruction (G.I.) 298.008, “ Office Space Management”
      4. SAUDI ARAMCO General Instruction (G.I.) 298.010, “Administration Procedure of Contractor Camps / Parks And Construction Camps”
      5. SAUDI ARAMCO Medical Minimum Standard Requirements for Industrial Clinics Manual (MMSR)
      6. SAUDI ARAMCO Engineering Standard SAES-A-104, “Wastewater Treatment, Reuse, and Disposal”
      7. SAUDI ARAMCO Engineering Standard SAES-M-100, “SAUDI ARAMCO Building Code”

and shall conform to all requirements of Schedule “D” and Attachment IV to Schedule “B” of this Contract.

* 1. All Project Standards not listed above are included in the Specifications, Drawings, Reports, or Supplemental Project Documents listed in the above referenced Control Sheets.

1. PROJECT LOCATION AND BRIEF SCOPE OF WORK
   1. Project Location:

The new pipeline facility to be provided under this BI is located in Eastern Province of Saudi Arabia. The pipeline (17 KM) will start from Ju’ymah to RAS TANURA.

Sour water pipeline and associated facilities will be constructed on the existing Saudi Aramco facilities and pipeline corridors. Tie-in construction works and process equipment will be executed inside the battery limits of JNGLF and RTR. JNGLF is located on the Arabian Gulf approximately 13 kilometers north-west of RTR. All the installation locations mainly have good road access and allow free flow of construction equipment, personnel and materials.

* 1. Brief Scope of Work:

The purpose of the proposed facilities is to support Saudi Aramco’s corporate objective to intensify the focus on safety and protection of the environment by providing facilities to reliably transport 120 GPM sour water from Ju’aymah NGL Fractionation Plant for treatment at sour water stripping facilities at Ras Tanura Refinery.

This budget item provides for the installation of 6 inch sour water pipeline to stripping facilities at Ras Tanura Refinery (RTR) to remove the volatile impurities, primarily H2S, by steam stripping to produce water effluent of acceptable quality for discharge. The sour water pipeline Front End will comprise sour water transfer pumps at JNGLF and 17 km pipeline to RTR sour water collection header.

1. SPECIAL CONDITIONS OR REQUIREMENTS
   1. TEMPORARY FACILITIES
      1. CONTRACTOR shall identify, secure rights for, lease or purchase, and complete filing of permit applications and securing necessary government permits for the lands required for the establishment and operation of the construction main site offices, temporary offices and all construction support facilities, for the entire project duration.
      2. Temporary facilities shall not be located less than 2 KM, but not more than 5 KM from the Pipeline corridor. Temporary Site facility shall be accessible by paved asphalt to provide easy access to SAUDI ARAMCO and CONTRACTOR personnel.
      3. CONTRACTOR shall secure the area for temporary facilities to be used by SAUDI ARAMCO, CONTRACTOR and Subcontractors near Juaimah/Jubail/Ras Tanura/Qatif areas, unless the CONTRACTOR receives written direction otherwise from the Company Representative for different locations. CONTRACTOR shall identify the land selected for the project and present to SAUDI ARAMCO for review and approval. CONTRACTOR is solely responsible for the cost incurred for the lease or purchase of land.
      4. The location of the SAUDI ARAMCO Main Site Offices shall be located as follows:

* One (1) SAUDI ARAMCO Main site Office shall be located near to project scope location.
  + 1. The location of the SAUDI ARAMCO Satellite Office shall be located as follows:
* One (1) SAUDI ARAMCO Satellite Office shall be located near to project scope location.
  + 1. The temporary facilities locations layout including, but not limited to, Lay Down yard, Fabrication yard, SAPMT site office and Contractor site office are subject to approval by COMPANY Representative.
    2. Notwithstanding all applicable provisions and requirements set forth in this contract for the CONTRACTOR construction camp, CONTRACTOR shall provide its personnel with a camp in full compliance with GI.298.010 “ADMINISTRATION PROCEDURE OF CONTRACTOR CAMPS / PARKS AND CONSTRUCTION CAMPS”.
    3. CONTRACTOR shall make temporary facilities available and ready for use by SAUDI ARAMCO from the Notice to Proceed date until WORK is complete to the satisfaction of SAUDI ARAMCO.
    4. CONTRACTOR shall furnish, install, maintain and operate the temporary facilities, equipment and services for use by SAUDI ARAMCO and CONTRACTOR in accordance with Attachments IV and VI to this Schedule "B" for the duration of this Contract.
    5. CONTRACTOR shall be responsible for planning to the most efficient use of the lands’ spaces and shall determine the layout of all facilities within the scope of WORK subject to the approval of the Company Representative.
    6. CONTRACTOR is solely responsible for any development and improvement made to the lands that is necessary for the purpose of the project and returning the lands to their original or better condition upon project completion.
    7. CONTRACTOR is solely responsible for all contractual obligations between itself and Land’s Owner. SAUDI ARAMCO is not a party to the lease contract and shall not be held liable for any damage or be a party to disputes, claims, litigations, between the CONTRACTOR and Land Owner. CONTRACTOR shall indemnify, defend and hold harmless SAUDI ARAMCO from any claims, disputes, litigation, damages that arise between Land Owner and CONTRACTOR.

1. EXCAVATION

The Contract Lump Sum Price includes compensation for the excavation required to complete the WORK including all sand, all marl and Rock Removal specified in Paragraph 4.8 of this Schedule "B". All Inside-Plant excavations shall be performed by hand except when an alternative method has been specifically approved in advance and in writing by SAUDIARAMCO on a case by case basis.

* 1. Rock Excavation
     1. Rock Excavation is defined as pipe trench excavation which cannot be accomplished utilizing a back hoe (CAT 245 or equivalent) sized and operated in accordance with the rock identification procedure below, and using good construction practices, drilling, rock splitter or other mechanical equipment.

5.1.2 CONTRACTOR shall provide a “Rock Identification” procedure for SAUDI ARAMCO’s approval, prior to start of excavation, in order to identify rock excavation as defined above. The procedure shall incorporate the following as minimum:

a. During the course of any excavation work, should Rock Excavation or suspected Rock Excavation areas be encountered, CONTRACTOR shall isolate and mark the area and promptly inform the Company Representative in writing.

b. For the above areas CONTRACTOR shall attempt to excavate the area using a back hoe (CAT 245 or equivalent) suitably equipped with a rock bucket.

c. CONTRACTOR shall submit rock profile which shows the volume of Rock Excavation to be removed in order to achieve the required dimensions or elevations. The Rock Excavation profile shall be developed from actual survey data.

d. CONTRACTOR shall request for specific verification from the Company Representative the requirements of subparagraphs b & c above have been met by CONTRACTOR.

e. Should CONTRACTOR fail to comply with the requirements of this paragraph, CONTRACTOR shall not be entitled to any Rock Excavation compensation.

5.1.3 The Lump Sum Contract Price in Schedule “C” Attachment I shall include 10,000.00 cubic meters of Machine Rock Excavation. All Right of Way (ROW) rock excavations shall be covered in the Lump Sum Contract Price. Volumes excavated shall be based on neat dimensions.

5.1.4 For Rock Excavation in excess of or below the quantities stated above, CONTRACTOR will be compensated or SAUDI ARAMCO will be credited, as the case may be, for the difference between the quantities in paragraph 2.8.3 and the actual quantities excavated multiplied by the difference between the Rock and Non-Rock excavation rates stipulated in Attachment I to Schedule “C”. The value of such payment shall be invoiced as an additional or credit to the Contract Lump Sum Price.

* 1. EARTH WORKS

CONTRACTOR shall be responsible to procure the required materials for, but not limited to, the following:

* Backfilling material of the pipeline and foundations
* Berming and berm stabilizing material
* Valve pits areas leveling, grading and backfilling material
* Right of Way (ROW)

The above materials shall be tested and approved in accordance with all applicable SAUDI ARAMCO testing and approval procedures and standards.

The remaining surplus material and excavated material shall be collected and dumped away from the job site to an approved dumping area.

5.3 HYDROSTATIC TESTING

CONTRACTOR shall provide the water required for the hydrostatic testing of the mainline pipeline, valves, piping and any other facility that may require hydrostatic testing per SAUDI ARAMCO standards.

The provided water shall be tested and approved by SAUDI ARAMCO according to the project design requirement and SAUDI ARAMCO standards. Any additives shall be added to the water shall be pre-approved by SAUDI ARAMCO.

After the hydrostatic test is completed, the water shall be drained to an evaporation pond pre-approved by SAUDI ARAMCO and constructed by CONTRACTOR. Any other method of water disposal shall be pre-approved by SAUDI ARAMCO.

* 1. CONSTRUCTION CREWS

CONTRACTOR shall provide a minimum of two (2) full construction crews (fulltime) at two different locations in the same time to execute the construction activities throughout the project duration.

Each crew should consist of the following sub crews, at a minimum:

* ROW construction crew
* QA/AC crew
* Pipe stringing crew
* Pipe installation crew
* RTR crew
* Pipe welding crew
* Mechanical crew
* Tie-in crew
* Electrical and CP crew
* Instrumentation crew
* Piping crew
* Painting/ coating crew
* Lowering crew
* Excavation/Trenching crew
* AUT/x-ray crew
* Inspection crew
* Roads and railway crossing crew
* Hydrotest crew
* Backfilling crew
* Berming and Stabilizing crew
* Electrical and instrumentation crew
* Pre-commissioning crew
* Safety crew

The number of sub crews shall be provided in accordance with the site progress requirement to meet the critical milestones dates as set forth in Schedule "B", Attachment II.

Dedicated construction crew inside JNGLF / RTR Plants including, but not limited to, the required piping, trenching and tie-in personnel.

CONTRACTOR shall provide the required Heavy Equipment per full set of the above construction crews to achieve the required productivity and project schedule requirements. All equipment shall be certified per SAUDI ARAMCO procedures.

END OF ATTACHMENT III TO SCHEDULE B