

SELLER: SIS CORP

AUDUBON ENGINEERING
Project Name: Howard Energy – Balance of Plant
PO NO.: 008364-003-PO-C001-0

 audubon Total Flexibility. Total Solutions. PURCHASE ORDER		Project No.: 008364-003	Date: 01JUL13
		Purchase Order No.: 008364-003-PO-C001-0	PO Description: Residue & Instrument Air Compressor Buildings
The P.O. number and Project number must appear on all items, packages, correspondence, documentation, packing lists, and invoices.			
Seller: SIS CORP / Standard Industrial Structures Corporation 2665 Westhollow Drive Houston, TX 77082 Attn : Michael Rasch Ph : 281-531-2800 Email : mrasch@siscorp-global.com	Supplier or Agent:		Purchaser: Audubon Engineering Operations, LLC 10205 Westheimer Road, Suite 100 Houston, TX 77042 Attn: Charles Baker Tel: 713-452-3197 Fax: 281-669-0591
Point of Origin: Houston, TX	Ship To: To be advised		Bill To: Audubon Engineering Operations, LLC 10205 Westheimer Road, Suite 100 Houston, TX 77042 Attn: Accounts Payable / 008364-003
Ship Via: Best Way			Submit To: Audubon Engineering Operations, LLC 10205 Westheimer Road, Suite 100 Houston, TX 77042 Attn: Accounts Payable / 008364-003
Shipping Terms: DAP – Freeport, TX	Currency: US Dollars		Terms: Net 30
Delivery Date: Approval Drawings – 2-3 wks ARO Building Materials – 8-10 wks ARAD Building Crane – 15 wks ARAD Erection – Substantially complete 5 wks After delivery of materials Estimated Completion 20NOV13		Attachments: See Attachment Section	
<ul style="list-style-type: none">This purchase order confirms an award to SIS CORP, hereinafter the "SELLER" on 01JUL13 by Audubon Engineering Operations, LLC hereinafter the "PURCHASER".SELLER to furnish the items listed below, subject to the terms and conditions and all documents included or referenced herein and made a part of the Purchase Order, including the Attachments attached hereto and incorporated herein by reference, all of which constitute a contract between PURCHASER and SELLER upon acceptance of this order.The GOODS listed within this order shall be furnished in strict accordance with the following documents:<ul style="list-style-type: none">Purchase Order 008364-003-PO-C001-0Attachment A – Previously Agreed to Standard Purchase Order Terms and Conditions, including exceptions, if anyAll other specifications, drawings, data sheets, etc.			
Total Purchase Order Value for PO 008364-003-PO-C001-0 is US \$339,630.00.			
DO NOT DUPLICATE			
SELLER: Authorized Acceptance by:	Date:	AUDUBON ENGINEERING Authorized Signature:	Date: 7-2-13

SELLER: SIS CORP

AUDUBON ENGINEERING
Project Name: Howard Energy – Balance of Plant
PO NO.: 008364-003-PO-C001-0

SELLER shall furnish the items listed below, subject to the terms and conditions included herein and made a part of the order, and in accordance with all enclosed and referenced Purchase Order documents. The following prices are firm and are not subject to price adjustment.

Item	Qty.	Unit	Description	WBS Reference No:	Unit Price	Extended Price US \$
1	1	Lot	Residue Compression Building, 64'-2" x 102'-6" x 26'-0" Hook Height Materials - \$224,900.00 Erection - \$74,100.00	92100-2101	\$299,000.00	\$299,000.00
2	1	Lot	Instrument Air Compressor Building, 12'-8" x 22'8" x 14'-0" Eave Height Materials - \$16,300.00 Erection - \$13,990.00	92100-2102	\$30,290.00	\$30,290.00
3	1	Lot	Field Crane Load Test for the Residue Compressor Building	92100-2101	\$5,175.00	\$5,175.00
4	1	Lot	Estimated Freight to Freer, TX - DAP		\$5,165.00	\$5,165.00
			TOTAL FIRM PO VALUE:			\$339,630.00

Any change to the specifications and/or other documents of the Purchase Order shall not be valid unless approved in writing and signed by Purchaser's Procurement Department. Any violation of this policy shall result in breach of contract by Seller and shall result in costs for Seller's account.

SELLER: SIS CORP

AUDUBON ENGINEERING
Project Name: Howard Energy – Balance of Plant
PO NO.: 008364-003-PO-C001-0

PURCHASE ORDER TABLE OF CONTENTS

ACKNOWLEDGEMENT	4
ORDER OF PRECEDENCE	4
CHANGES	4
WORK.....	4
DELIVERY DATE	4
SHIPPING TERMS	4
SHIPPING INSTRUCTIONS	4
PAYMENT TERMS	5
REPORTING AND SCHEDULING	5
RECOMMENDED SPARE PARTS	6
SPECIAL TOOLS / CHEMICALS / LUBRICANTS	6
SUPPLIER DOCUMENTATION AND ANY REPORTS (TEST / INSPECTION).....	6
SUB-VENDORS / SUBCONTRACTORS	6
INVOICING INSTRUCTIONS	7
TECHNICAL SERVICES	7
CHANGE ORDER REQUEST	7

SELLER: SIS CORP

AUDUBON ENGINEERING
Project Name: Howard Energy – Balance of Plant
PO NO.: 008364-003-PO-C001-0

ACKNOWLEDGEMENT

SELLER shall acknowledge this Purchase Order by returning the signed copy to the PURCHASER via fax or e-mail. SELLER will have it signed by an authorized representative. Acceptance of this Order is limited to PURCHASER's Standard Purchase Order Terms and Conditions as agreed within the Purchase Order unless Seller has specifically rejected in writing any of the said terms and PURCHASER has included such exceptions in the Purchase Order. This Purchase Order constitutes a legal offer to buy and no contract exists until SELLER accepts this offer. Acceptance will only occur in accordance with PURCHASER's Standard Purchase Order Terms and Conditions, as included herein.

ORDER OF PRECEDENCE

In case of contradictory commercial and/or technical requirements, the order of precedence shall be as follows:

- Purchase Order
- Standard Purchase Order Terms & Conditions
- Exceptions to PURCHASER's Standard Purchase Order Terms & Conditions (if any)
- Material Requisition and all attachments referenced within

CHANGES

Any changes to the Purchase Order shall be in accordance with PURCHASER's Standard Purchase Order Terms & Conditions attached hereto.

WORK

The objective of this Order is for SELLER to perform all necessary tasks or services to guarantee delivery of the Goods and, if applicable, the completion of the scope of work for services (the "Work") as defined in the documents within the Purchase Order. This Work shall also include any tasks not specifically mentioned in the documents, but which are necessary to guarantee the successful completion of the Works. SELLER is responsible to review the information provided by PURCHASER and acknowledge that it is satisfied with the scope of the Work and required Goods; and agrees to provide for the quoted price all materials, labor and equipment necessary for the performance of the Work and the delivery of the Goods within this Purchase Order.

SELLER is responsible for its own interpretation of all information provided and, where necessary, shall collect additional information sufficient to assure the successful completion of the Work and delivery of the Goods.

DELIVERY DATE

SELLER shall deliver all equipment / material as per the below promised delivery dates:

- All drawings shall be submitted within the specified time on the VDRL after receipt of order.
- All equipment / material items listed within the purchase order shall be delivered by August 29, 2013.

SELLER shall provide sufficient labor and equipment and will work such hours as may be necessary to ensure on-time delivery.

SHIPPING TERMS

The below INCOTERMS 2000 / domestic shipping terms shall apply to this order:

- DAP - Freer, TX

SHIPPING INSTRUCTIONS

SELLER shall be responsible for correct packaging, loading and tie-down of its equipment, if applicable, to eliminate any damages during transportation (domestic or international) as per the agreed shipping terms. No added charges shall be allowed for boxing, shipping support, preservation flange protector and/or packing unless authorized by PURCHASER. SELLER shall adhere to all shipping instructions provided within the Purchase Order or any technical specifications.

SELLER: SIS CORP

AUDUBON ENGINEERING
Project Name: Howard Energy – Balance of Plant
PO NO.: 008364-003-PO-C001-0

SELLER shall submit a packing list for every shipment which will include PURCHASER's Purchase Order number and corresponding Item Numbers. One copy of the Packing List will be included with each box.

SELLER will mark and label all boxes and shipping tags as listed below:

Audubon Engineering
Project Name: Howard Energy – Balance of Plant
Project No: 008364-003
P.O No: 008364-003-PO-C001-0
Box 1 of x

Please submit one copy of all shipping documentation to the following address:

Audubon Engineering
Attn: Nathaniel DuBose, Document Control
10205 Westheimer, Suite 100
Houston, TX 77042
Tel: 713-580-4366
Fax: 281-669-0591
Email: dcmailbox@aechou.com

And CC:

Charles Baker, Purchasing
Email: cbaker@aechou.com

Larry Caldwell, Expediting
Email: lcaldwell@aechou.com

PAYMENT TERMS

All invoices shall be paid Net 30 days after receipt of an approved invoice and in accordance with the following Payment Schedule:

10% of total materials contract value upon engineering and submittal drawings of after receipt of invoice
90% of total materials contract value upon start of delivery of materials to jobsite after receipt of invoice
100% of total erection value upon substantial completion after receipt of invoice
10% retainage is provided for in contact for final docs and completion of contract

Final payment by PURCHASER and/or the delivery of goods shall not eliminate SELLER's obligations as defined by PURCHASER's Standard Purchase Order Terms & Conditions, and this Purchase Order and subsequent Change Orders.

REPORTING AND SCHEDULING

One copy of each of the following documents will be submitted to the address provided below. Each document will include PURCHASER's Purchase Order number and the equipment description:

- Production Schedule. A Production Schedule shall be prepared with a starting date consistent with the Purchase Order award date and ending date and duration of each anticipated major work scope activity. The schedule shall also reflect SELLER's quality assurance inspection points, if applicable. This schedule shall be submitted to PURCHASER within fourteen days after receipt of the Purchase Order.
- Bi-weekly Progress Reports. SELLER shall provide a Bi-weekly Progress Report noting percentage completion for the two-week period and cumulative percentage completed. A brief description of the week's activities and a forecast of the upcoming week's activities shall be provided.

SELLER: SIS CORP

AUDUBON ENGINEERING
Project Name: Howard Energy – Balance of Plant
PO NO.: 008364-003-PO-C001-0

SELLER shall submit the documents to the following address:

Audubon Engineering
Attn: Nathaniel DuBose, Document Control
10205 Westheimer, Suite 100
Houston, TX 77042
Tel: 713-580-4366
Fax: 281-669-0591
Email: dcmailbox@aechou.com

And CC:

Charles Baker, Purchasing
Email: cbaker@aechou.com

Larry Caldwell, Expediting
Email: lcaldwell@aechou.com

RECOMMENDED SPARE PARTS

SELLER will provide an itemized price list of spare parts required for start-up/commissioning and two year's operation in accordance with the Vendor Data Requirements List. PURCHASER shall reserve the right to purchase any or all of the spare parts at the prices quoted.

SPECIAL TOOLS / CHEMICALS / LUBRICANTS

SELLER's scope of supply includes for all special tools, chemicals, lubricants, etc. required for commissioning and start-up, if applicable.

SUPPLIER DOCUMENTATION AND ANY REPORTS (TEST / INSPECTION)

All documentation and any test/inspection reports submitted in accordance with the Vendor Data Requirements List instructions and Inspection and Test Plan shall be addressed to:

Audubon Engineering
Attn: Nathaniel DuBose – Project 008364-003
Project Name: Howard Energy – Balance of Plant
10205 Westheimer, Suite 100
Houston, TX 77042
Tel: 713-580-4366
Fax: 281-669-0591
Email: dcmailbox@aechou.com

And CC:

Charles Baker, Purchasing
Email: cbaker@aechou.com

Larry Caldwell, Expediting
Email: lcaldwell@aechou.com

All documentation and any test/inspection reports shall be identified in accordance with the enclosed Vendor Data Requirements List, including Purchase Order number, tag number, document title, document number, and VDRL Code.

SUB-VENDORS / SUBCONTRACTORS

No work shall be issued to a sub-vendor or subcontractor without receiving prior written approval of the PURCHASER unless already identified in SELLER's proposal. SELLER shall make sure that all the specifications, drawings,

SELLER: SIS CORP

AUDUBON ENGINEERING
Project Name: Howard Energy – Balance of Plant
PO NO.: 008364-003-PO-C001-0

standards, inspection requirements, etc. applicable to this Purchase Order shall be included as part of the SELLER's Purchase Order to such supplier for any equipment to be purchased from a sub-vendor or fabricated by subcontractor. SELLER shall ensure that any sub-vendors or subcontractors are aware of and shall comply with this Purchase Order and PURCHASER's Standard Purchase Order Terms & Conditions, and the other attachments attached hereto.

INVOICING INSTRUCTIONS

One original invoice shall be submitted to the following billing address:

Audubon Engineering
Attn: Accounts Payable – Project 008364-003
10205 Westheimer, Suite 100
Houston, TX 77042
Tel: 281-669-0590
Fax: 281-669-0591
Email: accounting@audubon.net

And CC:

Charles Baker, Purchasing
Email: cbaker@aechou.com

The following information is required for all invoices submitted for payment:

- Purchase Order number, PO item number(s) and the description of the items invoiced
- Total Purchase Order value
- Net invoice value
- Balance of Purchase Order due to be paid, if applicable
- Bank instructions for wire payments
- Any other supporting documents for payment of invoice

Milestone Payment Invoices:

When testing is required by any specifications in the Purchase Order, VDRL, and/or SELLER's Inspection & Test Plan (as approved by PURCHASER), payments to SELLER for such milestone shall be withheld until proof (documentation / test results) is received as agreed to within the Purchase Order.

Prepaid Transportation Invoices:

When invoices are submitted for any type of prepaid transportation, if requested by PURCHASER, the original transportation bill and any other supporting documentation from SELLER shall be included.

TECHNICAL SERVICES

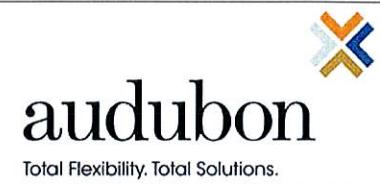
Any technical services required at site shall be initiated through a Change Order and shall be provided as per the attached Rate Schedule/Sheet (see Attachment "x") if applicable.

Rates provided to PURCHASER for any required technical services at site shall remain firm until successful start up of operations.

CHANGE ORDER REQUEST

Any request by SELLER for a Change Order to the Purchase Order relative to a technical and/or commercial requirement, must be submitted to PURCHASER in writing and made in accordance with PURCHASER's Standard Purchase Order Terms & Conditions.

SELLER shall not proceed with any proposed change without PURCHASER's written authorization.



	Document Title	Document Number	Rev.	Page
	Attachment A Standard Purchase Order Terms & Conditions	007746-TC-G001	B	1/10

Attachment A
Standard Terms and Conditions
to
Standard Purchase Order

	Document Title	Document Number	Rev.	Page
audubon Total Flexibility. Total Solutions.	Attachment A Standard Purchase Order Terms & Conditions	007746-TC-G001	B	2/10

TABLE OF CONTENTS

1	COMPLETE AGREEMENT	3
2	CHANGES	3
3	INVOICES; PRICE	3
4	ORIGIN OF MATERIALS	4
5	CONFIDENTIAL INFORMATION	4
6	ASSIGNMENT	4
7	OFFSET	4
8	CANCELLATION UPON DEFAULT BY SELLER	4
9	CANCELLATION FOR PURCHASER'S CONVENIENCE	4
10	COMPLIANCE WITH LAWS; EXPORT CONTROLS; FCPA COMPLIANCE	4
11	INDEMNIFICATION	5
12	TITLE	5
13	WARRANTY; GUARANTEE	5
14	PATENTS; INTELLECTUAL PROPERTY OWNERSHIP	6
15	FORCE MAJEURE	6
16	SHIPMENT	6
17	DAMAGES FOR LATE DELIVERY	7
18	RESERVATION OF RIGHTS	7
19	WAIVER	7
20	VALIDITY OF PROVISIONS	7
21	HAZARDOUS MATERIALS	7
22	ENVIRONMENTAL LIABILITY	7
23	MEDIATION	8
24	GOVERNMENT CONTRACTS	8
25	PURCHASER'S SECURITY INTEREST	8
26	INSPECTION	8
27	RETENTION	8
28	SURVIVAL	9
29	INDEPENDENT CONTRACTOR	9
30	INSURANCE	9
31	INDEMNIFICATION AGAINST CLAIMS BY EMPLOYEES OF SELLER	9
32	PERSONNEL SAFETY AND HEALTH REGULATIONS	10

 audubon Total Flexibility. Total Solutions.	Document Title Attachment A Standard Purchase Order Terms & Conditions	Document Number 007746-TC-G001	Rev. B	Page 3/10
--	---	---	-------------------------	----------------------------

1 COMPLETE AGREEMENT

- 1.1 This Standard Purchase Order Terms and Conditions shall be incorporated into and constitute this Purchase Order and shall apply to all purchases made by Purchaser from Seller of any equipment, machinery or any other personal property and of any services to be provided by Seller to Purchaser set forth in this Purchase Order (collectively, the "Goods") and shall become a binding agreement of Seller and Purchaser at the time Seller signs and returns an acceptance copy of this Purchase Order, or at the time Seller otherwise acknowledges acceptance of this Purchase Order, or commences performance of this Purchase Order, whichever occurs first. This Purchase Order, together with the specifications, drawings, data sheets, and documents referred to herein, and the other documents referred to therein, which by this reference are made a part hereof as if written verbatim herein, constitute the entire agreement between the parties, and all prior negotiations, proposals, and writings pertaining to this Purchase Order or the subject matter thereof, are superseded hereby. References to Seller's quotation, bid, or proposal do not imply acceptance of any term, condition, or instruction contained in any such document, and Purchaser hereby rejects any such term, condition or instruction which conflicts with, or is in addition to, the terms of this Purchase Order. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Purchase Order in Seller's acceptance is hereby objected to and rejected, but such variance shall not operate as a rejection of this offer (unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods or services), but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms.
- 1.2 Any terms and conditions stated or referenced in Seller communications to Purchaser shall not be applicable to this Purchase Order and shall not be considered to be Seller's exceptions to the provisions of this Purchase Order. Trade custom and/or trade usage is superseded by this Purchase Order and shall not be applicable in the interpretation of this Purchase Order.
- 1.3 Anything set forth in the specifications and not shown on the drawings, or shown on the drawings and not set forth in the specifications shall be considered as required on both. In the event of any ambiguities, express conflicts, or discrepancies in the specifications, drawings, or other documents that are a part of this Purchase Order, Seller shall immediately submit the matter to Purchaser for its determination of actual requirements and shall comply with the determination of Purchaser in such matter. If printed terms conflict with typewritten terms on the face of this Purchase Order, the typewritten terms shall govern.
- 1.4 Time is expressly made of the essence in regard to Seller's performance of this Purchase Order. Seller shall inform its subcontractors of the provisions of this Purchase Order and shall require such subcontractor's compliance hereof.

2 CHANGES

Purchaser shall have the right to direct in writing changes to the Goods. If Seller in good faith believes that such changes materially affect the price and/or delivery date for such Goods, Seller shall so notify Purchaser in writing (with adequate supporting documentation) within five (5) days after receipt of Purchaser's written direction to make changes. Any request for adjustment of price or delivery will be waived by Seller unless written notice of such request is made within five (5) days after receipt of Purchaser's written direction. If a request for adjustment is timely made by Seller, Seller shall not perform the change unless thereafter released in writing by Purchaser, and Purchaser and Seller shall mutually agree in writing upon an adjustment in the price and/or delivery date to reflect the effect of such change. Seller shall not suspend performance of any portion of this Purchase Order unaffected by such change during the change process described above. If released in writing by Purchaser, Seller shall comply with and perform such change in accordance with the terms of this Purchase Order within the time Seller and Purchaser mutually agree upon. No substitutions shall be made in this Purchase Order without the prior written authority of Purchaser. No agreement or understanding modifying the conditions or terms of this Purchase Order shall be binding upon Purchaser, nor will extra compensation be paid to Seller by Purchaser, unless such agreement or understanding is made in writing and executed by the parties.

3 INVOICES; PRICE

- 3.1 Unless otherwise agreed in writing, Seller shall prepare and submit to Purchaser an invoice, in such detail as may be reasonably requested by Purchaser, covering compensation for all Goods delivered or provided to and received by Purchaser.
- 3.2 The prices associated with this Purchase Order are firm and not subject to escalation unless otherwise provided herein.
- 3.3 Purchaser may withhold from payment due Seller (a) all amounts disputed in a particular invoice until such dispute is resolved, (b) such additional sums as are reasonably necessary to protect Purchaser against Goods which fail to comply with the requirements of this Purchase Order including, without limitation, costs and expenses in connection with failure by Seller to provide adequate equipment, personnel, material, or labor in the performance of the Purchase Order or with respect to claims filed against Purchaser relating to performance of the Purchase Order by Seller, and (c) for any liens, encumbrance, or security interest filed against Purchaser or any of its property, including the Goods, or claimed by any subcontractor, laborer or supplier of Seller in connection with the performance of this Purchase Order. Purchaser shall notify Seller of the reason for any such withholding, with supporting documentation if possible, and what, if any, action can be taken to facilitate full payment. Purchaser's payment of any invoice shall not be construed as Purchaser's acceptance of the Goods, acknowledgment that the Goods are complete and are in conformity with this Purchase Order, or as a waiver, release, or settlement of any claims or rights Purchaser may have against Seller.

 audubon Total Flexibility. Total Solutions.	Document Title	Document Number	Rev.	Page
	Attachment A Standard Purchase Order Terms & Conditions	007746-TC-G001	B	4/10

4 ORIGIN OF MATERIALS

Only NEW materials as specified and of APPROVED origin shall be furnished hereunder unless alternates are approved in writing by Purchaser and/or listed in the order. Materials not in conformity with these requirements are subject to return at Seller's expense.

5 CONFIDENTIAL INFORMATION

The "Information" shall consist of all business, financial and operational information, drawings, data, designs, inventions, and other technical material and the contents thereof (whether of Purchaser or of Purchaser's clients and customers) supplied by Purchaser to Seller, whether or not designated as confidential or proprietary. Seller agrees to retain the Information in confidence and not to disclose it to any third party or use such Information for any other purpose, except as authorized by Purchaser, and only for the performance of this Purchase Order. Seller shall not publicize the existence or scope of this Purchase Order without Purchaser's written consent. Seller shall require these same restrictions on the part of any of its affiliate or subcontractor, to whom the Information is disclosed. Seller shall return all Information and copies thereof to Purchaser upon completion of Seller's obligations under this Purchase Order, or upon written request at any time.

6 ASSIGNMENT

Seller may not assign, subcontract, or delegate this Purchase Order, nor any portion hereof, without prior written consent of Purchaser. Purchaser reserves the right to assign this Purchase Order to Purchaser's affiliates or prime contractor. Seller shall operate as an independent contractor and not as an employee or agent of Purchaser, and shall not subcontract any portion of the work without prior written approval of Purchaser. Any attempt to assign, subcontract, or delegate without such consent shall be null and void.

7 OFFSET

Purchaser, without waiver or limitation of any rights or remedies, shall be entitled from time to time to deduct from any amounts due or owing by Purchaser to Seller any and all amounts owed by Seller to Purchaser.

8 CANCELLATION UPON DEFAULT BY SELLER

Seller shall be in default hereunder (i) if Seller shall be adjudged bankrupt, (ii) if Seller shall make a general assignment for the benefit of its creditors, (iii) if a receiver shall be appointed on account of Seller's insolvency, (iv) if Seller is in default of, or fails to comply with any provision or requirement of this Purchase Order, or (v) if Seller is in default under any other agreement between Seller and Purchaser. In the event Seller shall be in default, Purchaser may, by written notice to Seller, and without prejudice to any other rights or remedies Purchaser may have, cancel further performance by Seller under this Purchase Order. In the event of such cancellation, Purchaser may complete the performance of this Purchase Order by any means Purchaser chooses, and Seller shall be responsible for any additional costs incurred by Purchaser for such completion. Seller shall deliver or assign to Purchaser any work in progress as Purchaser may request. Any amounts due to Seller for Goods completed by Seller in full compliance with the terms of this Purchase Order prior to such cancellation shall be subject to offset of Purchaser's additional costs of completing the Purchase Order and other damages incurred by Purchaser as a result of Seller's default. Waiver by Purchaser of any default of Seller shall not be considered to be a waiver by Purchaser of any provision of this Purchase Order, of any subsequent default by Seller or of any other right or remedy either in law or equity.

9 CANCELLATION FOR PURCHASER'S CONVENIENCE

Purchaser shall have the right to terminate for its convenience further performance of all or any separable part of this Purchase Order at any time by written notice to Seller. On the date of such termination stated in the notice, Seller shall discontinue all work pertaining to this Purchase Order or separable part of this Purchase Order, shall place no additional orders, and shall preserve and protect: (i) materials on hand purchased for or committed to this Purchase Order; (ii) work in progress; and (iii) completed work of both Seller and its sub-suppliers, pending Purchaser's instructions, and Seller shall dispose of same in accordance with Purchaser's written instructions. Termination payment to Seller or refund to Purchaser, if any, shall be promptly and mutually agreed to by Purchaser and Seller, based on that portion of the work satisfactorily performed to the date of cancellation, including: (i) reimbursement for reasonable overhead and profit on such work; (ii) reasonable and necessary expenses resulting from the termination, as substantiated by documentation satisfactory to and verified by Purchaser; (iii) disposition of work and material on hand; and (iv) amounts previously paid by Purchaser. Seller shall not be entitled to any loss of prospective profits, contribution to overhead, or incidental, consequential or other damages because of such termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Seller shall deliver or assign all goods with all applicable warranties, or dispose of goods as directed by Purchaser prior to final payment by Purchaser.

10 COMPLIANCE WITH LAWS; EXPORT CONTROLS; FCPA COMPLIANCE

- 10.1 Seller warrants that in fulfilling this Purchase Order the Goods furnished will comply with all applicable laws, codes and regulations including but not limited to those promulgated by OSHA and EPA or Federal, State, and Local authorities. Seller hereby agrees to indemnify Purchaser and Purchaser's client against all loss, penalties or damages resulting from Seller's violations thereof. THE PURCHASE ORDER, AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY AND SUBJECT TO THE LAW AND JURISDICTION OF THE STATE OF TEXAS, WITHOUT APPLICATION OF PRINCIPLES OF CONFLICTS-OF-LAWS. EXCLUSIVE VENUE SHALL BE IN THE STATE OR FEDERAL COURTS LOCATED IN HOUSTON,

 audubon Total Flexibility. Total Solutions.	Document Title	Document Number	Rev.	Page
	Attachment A Standard Purchase Order Terms & Conditions	007746-TC-G001	B	5/10

HARRIS COUNTY, TEXAS. The Parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.

- 10.2 Seller agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR) maintained by the Department of State.
- 10.3 Seller shall be responsible for obtaining any license required under the EAR, OFAC regulations or ITAR. Seller will identify in writing to Purchaser, those items, technology, and software for which an export license is required and provide export classification and licensing information necessary for export documents, including but not limited to the appropriate Export Control Classification Number (ECCN) from the Commerce Control List, the applicability of license exceptions, license numbers and copies of licenses. Seller agrees to indemnify Purchaser for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Seller's breach of this Section 10.
- 10.4 Seller shall not, and shall ensure that its employees, officers, representatives, agents, and subcontractors shall not, offer, pay, arrange for a third party to pay, or agree to pay or similarly receive or agree to receive any payment, gift or other thing of value of any nature to or from any officials, employees or agents of any government, any department, agency or instrumentality of any government, any political party, or any candidate for political office or other person or entity, including a legislative, administrative or judicial office (including any person exercising a public function for a public agency, a public enterprise or a public international organization) where such payment, gift or other consideration would violate applicable laws and regulations or the principles disclosed in the Convention for Combating Bribery of Foreign Public Officials in International Business Transactions signed in Paris on December 17 1997; (and without limitation, shall not perform any act which could constitute "bribery of a foreign official" as defined in Article 1(3) of such Convention); or United States Foreign Corrupt Practices Act or other anti-corruption legislation applicable to any party to this Agreement. If Purchaser reasonably believes that Seller or its subcontractors or any of their employees, officers, representatives, agents, and has or will engage in improper conduct in breach of this provision, Purchaser may at its sole discretion withhold further payment to Seller and/or terminate this Agreement with immediate effect.

11 INDEMNIFICATION

In consideration of the payments agreed to be made by Purchaser to Seller under this Purchase Order, Seller agrees to assume the risk of and to release, defend, indemnify and hold harmless Purchaser, Purchaser's client, the related entities and affiliates of both, and directors, officers, employees, agents, and assigns of Purchaser and its related entities and affiliates ("Indemnitees") from and against all loss, damage, liability, cost and expense, including without limitation, reasonable attorneys' fees, arising out of any injury, including death, to any person or damage to any property or liens resulting from or in any way connected with the performance of this Purchase Order or the Goods furnished hereunder. THE FOREGOING INDEMNITY OBLIGATION OF THE SELLER SHALL APPLY REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, LIABILITY, COST OR EXPENSE IS CAUSED IN PART BY INDEMNITEES' NEGLIGENCE, EXCEPT IF SUCH LOSS, DAMAGE, LIABILITY, COST OR EXPENSE IS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNITEES. The indemnity obligations in this Purchase Order shall be considered to be modified as required to exclude indemnification which is expressly prohibited by applicable statute or law, with all other obligations of Seller under this Purchase Order enforced to the fullest extent permitted by law.

12 TITLE

Seller warrants full and unrestricted title to Purchaser for all Goods furnished by Seller under this Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. If Purchaser makes progress payments to Seller under this Purchase Order, title to the Goods shall pass to Purchaser at the time that Seller identifies the Goods. Seller shall clearly identify the Goods as property of Purchaser by visible marking or tagging, and Purchaser shall have the right, at Purchaser's option, to inspect and verify that the Goods have been identified as Purchaser's property. Care, custody, and control of such Goods remains with the Seller until such time as Purchaser takes physical possession.

13 WARRANTY; GUARANTEE

- 13.1 Seller expressly warrants and guarantees that all Goods and all items and components related thereto furnished hereunder shall be: (i) be new unless otherwise agreed to in writing by Purchaser, and shall not be subject to any chattel mortgage or conditional sale contract, or other agreement by which an interest therein or in any part thereof is retained by the seller-supplier, and that title thereto shall be free from any claims, liens, or charges against title; (ii) in strict conformity with specifications and applicable laws; (iii) free from errors, omissions, deficiencies, discrepancies, and defects in materials, workmanship, and design (except to the extent the design is furnished by Purchaser); (iv) if of Seller's design, of proper materials, sizes and capacity to perform satisfactorily under the full range of operating and/or design conditions specified; and (v) if for services, in good workmanlike manner in conformance to the current standards of performance commonly recognized within the industry for which the Goods are provided under similar purchase orders. Seller shall promptly repair, modify, or replace all items not in conformance with above upon notification by Purchaser within eighteen (18) months from date of initial startup or twenty four (24) months from date of shipment, whichever occurs first, free of cost to Purchaser or Purchaser's client. In the event of Seller's failure to correct or replace items as required herein within a reasonable time or if Purchaser must react immediately (possibly without prior notice to Seller) to maintain Purchaser's production schedule, Purchaser or its designee may correct or replace such items and charge Seller for all costs related thereto. Such guarantee, together with all other service warranties of Seller, shall be enforceable by Purchaser's client against Seller to the same extent as if Purchaser's client were a party to this Purchase Order.

	Document Title	Document Number	Rev.	Page
audubon Total Flexibility. Total Solutions.	Attachment A Standard Purchase Order Terms & Conditions	007746-TC-G001	B	6/10

- 13.2 Seller shall assign or apply for the benefit of Purchaser all manufacturer's warranty which it may be entitled to receive from its subcontractors or suppliers. Nothing in this Section 13 shall limit the remedies available to Purchaser in the event of default by Seller under this Purchase Order.

14 PATENTS; INTELLECTUAL PROPERTY OWNERSHIP

- 14.1 Seller shall indemnify and hold Purchaser, and its successors and assigns, harmless from all judgments for damages resulting from claims or suits for infringement of patents, copyrights, trademarks, or other intellectual property rights related to any item furnished hereunder, the design of which is not furnished by Purchaser. Seller shall defend all such suits and shall pay all costs incidental thereto including attorneys' fees. If the use of such item is subsequently enjoined, Seller shall without expense to and with approval of Purchaser, either procure the right to continue use of the item, modify the item to render it non-infringing, replace the item with a non-infringing item, or remove the item completely, and refund all purchase price plus all related transportation, installation and dismantling costs.
- 14.2 All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Seller during the course of performing this Purchase Order (collectively the "Work Product") shall belong exclusively to Purchaser and shall, to the extent possible, be considered a work made for hire for Purchaser within the meaning of Title 17 of the United States Code. To the extent the Work Product may not be considered work made for hire for Purchaser, Seller agrees to assign, and hereby assigns at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Seller may have in such Work Product. Upon request of Purchaser, Seller shall take such further actions, including execution and delivery of declarations, instruments of conveyance, and the like for any applications or registrations Purchaser may, at its expense, apply for and as may be appropriate to give full and proper effect to such assignments.
- 14.3 Seller agrees that any and all ideas, improvements and inventions, whether patentable or not, that are conceived, created or first reduced to practice in connection with or arising out of the performance of this Purchase Order, shall be the sole and exclusive property of Purchaser. Seller further agrees that any and all ideas, improvements and inventions, whether patentable or not, that are based upon information provided to Seller by Purchaser and that are conceived, created or first reduced to practice during the term of this Purchase Order or within one (1) year thereafter shall be the sole and exclusive property of Purchaser. Seller shall promptly provide to Purchaser a full written disclosure of any such ideas, improvements and inventions. Both during the term of this Purchase Order and after its termination or expiration, Seller agrees to execute all papers, including documents related to domestic and foreign patent applications and invention assignments, and otherwise shall assist Purchaser as reasonably requested to perfect in Purchaser the rights, title, and other interests in such ideas, improvements and inventions, as well as to obtain and enforce patents derived from such applications.
- 14.4 If the Goods are peculiar to Purchaser's design or if the goods bear Purchaser's Trademark or identifying mark similar goods shall not be sold or otherwise disposed of to anyone other than the Purchaser without the prior written consent to the Purchaser.

15 FORCE MAJEURE

- 15.1 Subject to the other provisions of this Section 15, either party to this order shall be free from liability for failing to perform hereunder if such failure is due to any event beyond the reasonable control of the affected party (collectively, a "Force Majeure Event"), such as: acts of God; war; riot; civil commotion; insurrection; government orders, rules, regulations, suspensions or requisitions of any kind; or fire. In the event that Seller is unable to perform due to a Force Majeure Event, Seller must notify Purchaser in writing within five (5) days of the occurrence producing the Force Majeure Event or forfeit its exclusion from liability under this Section 15. The notice must contain reasons for the delay and an estimated date for actual shipment or delivery of the Goods. After receipt of such notice, Purchaser shall have the right either to accept Seller's estimated delay, or terminate the order in accordance with Section 9.
- 15.2 If a Force Majeure Event occurs, the affected party shall be entitled to relief from its performance obligations under this Purchase Order to the extent the occurrence of the Force Majeure Event prevents the affected party from performing such obligations and an extension of schedule to perform its obligations under this Purchase Order to the extent the occurrence of the Force Majeure Event prevents the affected party from performing such obligations in the time specified in this Purchase Order.
- 15.3 The party affected by the Force Majeure Event shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Force Majeure Event, fulfill its performance obligations under this Purchase Order, and otherwise mitigate the adverse effects of the Force Majeure Event. While the Force Majeure Event continues, the affected party shall give the other party a monthly update of the information previously submitted, and shall also provide written notice to the other party upon the cessation of the Force Majeure Event.

16 SHIPMENT

Partial shipments are not allowed unless so stated in this Purchase Order. Partial shipments must be accompanied by identifying documents, but such shipments shall not be interpreted to make the obligations of Seller severable. No charge will be allowed for packing, shipment, or handling unless stated in this Purchase Order. Seller shall pay for damaged Goods resulting from improper packing or marking. Itemized packing lists must accompany each shipment. Purchaser's count will be accepted as final and conclusive on shipments not accompanied by Seller's itemized packing list. If applicable, in order to comply with Purchaser's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such re-routing or expedited handling has been caused solely by Purchaser. Upon shipping the Goods, Seller shall notify the Purchaser of the shipping date, method of shipment, and date of

 audubon Total Flexibility. Total Solutions.	Document Title Attachment A Standard Purchase Order Terms & Conditions	Document Number 007746-TC-G001	Rev. B	Page 7/10
--	---	---	-------------------------	----------------------------

expected delivery. Shipments must equal the exact amounts noted. Goods shipped in excess of quantities ordered may at the option of Purchaser be returned at Seller's expense.

Risk of loss and title to goods delivered hereunder shall pass from Seller to Purchaser at the F.O.B. point specified on the front of this purchase order, or as otherwise specified by Purchaser.

17 DAMAGES FOR LATE DELIVERY

The Goods shall be delivered by the time specified on the face of this Purchase Order. Time is of the essence of this Purchase Order. In the event that the Seller fails in its obligation with respect to any delivery date set forth in the Purchase Order, damages may arise which may be difficult to quantify. Damages shall be calculated based upon the total amount of the Purchase Order, including changes, as follows, with each started week of delay being considered as a full week:

- (a) Documentation: 0.5% per week of delay for the first two weeks, and 1% per week of delay for the following weeks with a maximum of 5% of the total Purchase Order amount.
- (b) Supply of Goods: 1% per week of delay for the first two weeks, and 2% per week of delay for the following weeks with a maximum of 10% of the total Purchase Order amount.

The maximum aggregate amount of damages under this Section 17 will be limited to 10% of the total Purchase Order amount. Nothing in this Section 17 shall be interpreted in any way to relieve Seller from any duty to perform under this Purchase Order. Furthermore, recovery of the delay damages shall not in any way limit or affect the other rights of Purchaser under this Purchase Order.

In addition to the above, in the event of Seller's failure to deliver Goods as and when specified, Purchaser reserves the right to cancel this Purchase Order, or any part thereof, without liability to Seller in addition and without prejudice to any of its other rights or remedies, and Seller agrees that Purchaser may return part or all of any shipment so made and/or may purchase substitute items elsewhere and may charge the Seller with any loss or expense sustained as a result of such failure to deliver.

18 RESERVATION OF RIGHTS

Any action of Purchaser with respect to inspection of or payment for the Goods covered by this Purchase Order shall not: (i) prejudice Purchaser's right to reject non-conforming or defective Goods; (ii) be deemed to constitute acceptance by Purchaser of the Goods; or (iii) in any way affect Seller's obligations under this Purchase Order.

19 WAIVER

No waiver of any right or privilege of Purchaser will occur upon Purchaser's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

20 VALIDITY OF PROVISIONS

In the event any provision, or any part or portion of any provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

21 HAZARDOUS MATERIALS

Seller shall notify Purchaser in writing upon receipt of Purchase Order if Goods furnished are subject to laws or regulations relating to hazardous or toxic substances; or when disposed of, subject to regulations governing hazardous wastes, or subject to any other environmental or safety and health regulations. Seller shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by Purchaser's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the material. The following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to any applicable transportation regulations."

22 ENVIRONMENTAL LIABILITY

Seller hereby assumes responsibility for and acknowledges its title to any hazardous materials and wastes generated in connection with or in any manner related to: (i) Seller's supply of the Goods; (ii) Seller's presence on Purchaser's or Purchaser's client's property, and/or (iii) Seller's movement of such hazardous materials or wastes onto Purchaser's or Purchaser's client's property. Seller hereby agrees to comply with all federal, state, and local laws, rules, and regulations concerning the handling, storage, use or disposal of such hazardous materials or wastes, and to promptly pay any and all fines, penalties, and related costs (including reasonable attorney's fees and costs of dispute resolution necessary to compel Seller's compliance herewith), arising out of or related to Seller's failure to so comply with all such laws, rules, and regulations. Seller shall take every reasonable precaution to prevent any spill upon or contamination of Purchaser's or Purchaser's client's property; shall notify Purchaser immediately if such spill or contamination does occur; and shall, at its sole cost and expense, restore Purchaser's or Purchaser's client's property to the condition which existed prior to such spill or contamination to the satisfaction of Purchaser. Seller hereby also agrees to release, defend, indemnify, and hold Purchaser harmless from and against any and all claims (including but not limited to claims of personal injury, or death, or loss of property, and all associated

 audubon Total Flexibility. Total Solutions.	Document Title	Document Number	Rev.	Page
	Attachment A Standard Purchase Order Terms & Conditions	007746-TC-G001	B	8/10

costs, including reasonable attorneys' fees and costs of dispute resolution) which may arise in connection with Seller's generation or handling of such hazardous materials or wastes, regardless of the fault or negligence or strict liability of Purchaser.

23 MEDIATION

In the event that Purchaser and Seller dispute any of the provisions of this Purchase Order and are unable to resolve same, Seller and Purchaser agree to enter into non-binding mediation under the auspices and rules of the American Arbitration Association to resolve said dispute. Any such mediation proceedings shall be conducted in Houston, Texas, under the laws of the State of Texas, and shall be conducted before a single mediator. This Section 23 shall not apply in the event of a violation or likely violation of the confidentiality provisions herein.

24 GOVERNMENT CONTRACTS

If it is indicated on the face hereof, or the Seller is otherwise informed in writing that this order is placed directly or indirectly, under a contract with the United States Government or any state or other municipal government authority then all terms and conditions required by law, regulation or bonded government contract are incorporated herein by reference. If the terms and conditions of this Purchase Order are inconsistent with any such required terms and conditions, then the required terms and conditions shall prevail and be binding on both Purchaser and Seller. Upon request, Purchaser will make available to Seller copies of all pertinent terms and conditions required by any such government contract.

25 PURCHASER'S SECURITY INTEREST

If Purchaser makes any advance or progress payment to Seller under this Purchase Order, upon Purchaser's request, Seller agrees to execute a security agreement and financing statement (both in form satisfactory to Purchaser) granting a security interest to Purchaser effective in all states of fabrication or manufacture, in the proceeds, raw materials and goods which are purchased, manufactured, or otherwise obtained pursuant to the Purchase Order. If no separate security agreement and financing statement are executed, then this Purchase Order shall be deemed a security agreement for purposes of creating and perfecting a security interest in such proceeds, raw materials and goods. Seller shall file such financing statement as may be necessary to properly create and perfect the security interest granted under this Section 25.

26 INSPECTION

- 26.1 The Goods provided by Seller under this Purchase Order are subject to inspection, expediting and witnessing of Seller testing by the Purchaser's representative and/or the Purchaser's client (each an "Inspector"), who shall be granted access to all parts of the Seller's plant(s) or Seller's sub-supplier's plant(s) engaged in the manufacturing or processing of the Goods. The Inspector's inspection and witnessing of testing, or lack of inspection or witnessing of testing, or lack of response, shall in no way release the Seller from any obligations related to this Purchase Order, or from complying with any and all expressed or implied specifications, or from its guarantee that the material shall perform satisfactorily under reasonable service conditions. Seller is liable for all activities affecting quality or performance of the Goods, including subcontractor activities. Purchaser reserves the right to review Seller's Quality Assurance and Quality Control Procedures.
- 26.2 The Seller or Seller's sub-supplier shall afford the inspector, free of cost, all reasonable facilities to satisfy him that the material is being finished in accordance with specifications. All tests and inspections will be conducted as not to interfere unnecessarily with the operation of the Seller or Seller's subcontractor.
- 26.3 Seller and/or Seller's subcontractor will notify Purchaser at least two (2) weeks in advance of the date test or inspection can be made. If for any reason the inspection should be delayed, Seller shall immediately notify Purchaser.
- 26.4 IF NOTED ON THE FACE OF THIS PURCHASE ORDER THAT INSPECTION IS REQUIRED, NO GOODS SHALL BE SHIPPED BY SELLER ON THIS PURCHASE ORDER WITHOUT EITHER PURCHASER'S FINAL INSPECTION OR A WRITTEN WAIVER OF INSPECTION BY PURCHASER. VIOLATION OF THIS REQUIREMENT SHALL CONSTITUTE A BREACH OF THIS CONTRACT, WITH POSSIBLE REJECTION OF THE GOODS, AND SUBSEQUENT COSTS FOR RETURN OR OTHER ACTION AS WARRANTED AGAINST THE ACCOUNT OF THE SELLER.
- 26.4 Purchaser shall have the right to inspect such Goods and to reject any or all Goods which are in Purchaser's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repackaging, and reshipping such goods. In the event Purchaser receives Goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to require replacement, as well as payment of damages. Nothing contained in this Purchase Order shall relieve in any way the Seller from the obligation of testing, inspection and quality control.

27 RETENTION

A retention of up to ten percent (10%) of any invoice may be retained by Purchaser (i) until such time that Purchaser has had adequate assurance that the Goods are fully provided as set forth hereunder, including spare parts and documentation, and are in full compliance with this Purchase Order, (ii) to defray the cost, if any, of field rework on said Goods, and have, and (iii) to ensure that laborers, material men and suppliers of Seller have been paid in full, subject to any bona fide dispute between Seller and such individuals. Such retained amounts shall be paid to Seller upon Seller's full and satisfactory performance of its obligations hereunder and Seller providing

 audubon Total Flexibility. Total Solutions.	Document Title Attachment A Standard Purchase Order Terms & Conditions	Document Number 007746-TC-G001	Rev. B	Page 9/10
--	--	--	------------------	---------------------

Purchaser with a written acknowledgment that the Goods are not subject to any liens, encumbrances, or other claims by Seller or any third party.

28 SURVIVAL

Notwithstanding the expiration or termination of this Purchase Order, the Parties acknowledge and agree that those rights and obligations which by their nature are intended to survive such expiration or termination shall survive including, but not limited to, the provisions of Sections 7, 10, 11, 12, 13, 14, 17, 22, 25, 28, 29, 30 and 31.

WHEN THIS ORDER COVERS THE SUPPLYING OF SERVICES AND/OR MATERIALS ON THE PREMISES OF PURCHASER OR PURCHASER'S CLIENT, SUPPLIER SHALL BE SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS, TERMS 30, 31 AND 32 INCLUSIVE.

29 INDEPENDENT CONTRACTOR

Nothing herein shall be deemed to constitute Purchaser and Seller as partners, joint venturers, agents or employees of each other, or otherwise associated in or with the business of the other. Seller is and shall always remain an independent contractor of Purchaser.

30 INSURANCE

- 30.1 **Certification of Insurance:** Before any Work is performed under this Purchase Order, written proof of compliance with the requirements of this Section 30.1 shall be furnished to Purchaser on a certificate furnished by Purchaser with insurers satisfactory to Purchaser and executed by an authorized representative of Seller's insurer. Such certificate shall provide for at least THIRTY (30) DAYS written notice received by Purchaser prior to the cancellation or modification of any insurance referred to therein. If Seller fails to maintain the insurance as set forth herein, Purchaser shall have the right, but not the obligation, to purchase such insurance at Sellers expense. Purchaser may request in writing, at any time, Seller to provide certified copies of all policies of insurance required herein.
- 30.2 **Worker's Compensation:** Seller shall maintain Worker's Compensation Insurance as required by law and Employer's Liability Insurance with minimum limit of \$1,000,000 per occurrence.
- 30.3 **Commercial General Liability:** Seller shall maintain Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, protecting Purchaser, its client, the affiliates of each, and their employees, agents, directors, officers, and representatives against bodily injury, including death, and property damage arising out of Seller's operations. The Commercial General Liability insurance shall include products liability, blanket contractual, personal liability, completed operations, broad form property damage, and shall expressly cover the contractual liability assumed by Seller under Sections 11 and 30 of this Purchase Order. The policy shall be endorsed to name Purchaser, its client and their affiliates as additional insured parties.
- 30.4 **Automobile Liability:** Seller shall maintain Automobile Liability Insurance with a Combined single limit of \$1,000,000 per occurrence for bodily injury and property damage covering use and operation of owned, non-owned and hired vehicles. The policy shall be endorsed to name Purchaser, its client and their affiliates as additional insured parties.
- 30.5 **Waiver of Subrogation and Additional Insured:** Seller shall obtain from its insurers for all insurance coverages applicable to the Work and/or required hereunder, a waiver of subrogation in favor of Purchaser, its client, and their agents, employees, officers, and directors. Purchaser, its client, and their affiliates shall be named as an additional insured on Seller's automobile, commercial general and excess liability policies and such policies shall state that this contract is an insured contract and contain a severability of interest clause.
- 30.6 **Third Party Requirements:** Should Seller sublet any of the Work to a third party, Seller shall maintain in full force and effect all of the coverages required by this Section 30, with Seller's certificate of insurance expressly referencing such subcontractor to Seller, and shall require such third party to furnish the same insurance and indemnity in favor of Purchaser as are required of Seller hereunder and show evidence thereof to Purchaser on a certificate furnished by Purchaser.
- 30.7 **Liability:** The fact that Seller has obtained the insurance required in this Purchase Order shall in no manner lessen nor affect Seller's obligations or liabilities set forth in this Purchase Order. All insurance provided by Seller (including any self-insurance or deductible amounts) shall be primary to any insurance maintained by Purchaser or Purchaser's client, except for Purchaser's client's All-Risk Builders insurance, if any.

31 INDEMNIFICATION AGAINST CLAIMS BY EMPLOYEES OF SELLER

In consideration of the payments agreed to be made by Purchaser to Seller under this Purchase Order, Seller agrees to assume the risk of and to release, defend, indemnify and hold harmless Purchaser, Purchaser's client, the related entities and affiliates of both, and directors, officers, employees, agents, and assigns of Purchaser and its related entities and affiliates ("Indemnitees") from and against all loss, damage, liability, cost and expense (including without limitation, reasonable attorneys' fees) arising out of any injury, including death, to any employee of Seller or other person whom Seller caused to be on the property of Purchaser or Purchaser's client, or damage to any property belonging to Seller or such person resulting from or in any way connected with the performance of this Purchase Order or the Goods furnished hereunder. THE FOREGOING INDEMNITY OBLIGATION OF SELLER SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE, LIABILITY, COST OR EXPENSE IS CAUSED IN WHOLE OR PART

 audubon Total Flexibility. Total Solutions.	Document Title	Document Number	Rev.	Page
	Attachment A Standard Purchase Order Terms & Conditions	007746-TC-G001	B	10/10

BY THE FAULT, NEGLIGENCE, OR STRICT LIABILITY OF AN INDEMNITEE. The indemnity obligations in this Purchase Order shall be considered to be modified as required to exclude indemnification that is expressly prohibited by applicable statute or law, with all other obligations of Seller under this Purchase Order enforced to the extent permitted by law.

32 PERSONNEL SAFETY AND HEALTH REGULATIONS

While on the premises of Purchaser, Purchaser's client or their affiliates, Seller and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with the safety, health and plant regulations of Purchaser and/or its client and shall ensure that all its employees and agents have a safe place of work on said premises. Seller shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work and, upon completion of its work, shall leave the premises clean and ready for use. Upon request of Purchaser and at no cost or expense to Purchaser, Seller shall promptly remove from said premises any person under the control of Seller who violates any of aforesaid safety, health, or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, or any other disturbance of the work.

Drug/Alcohol Abuse: Seller shall advise its employees and the employees of Seller's contractor, subcontractors and agents that it is the policy of Seller that:

- a. The use, possession, and/or distribution of illegal or unauthorized drugs, drug related paraphernalia or weapons on Purchaser's Premises is prohibited and the use or possession of alcoholic beverages, except where authorized by Purchaser's management, is also prohibited
- b. Entry onto or presence on Purchaser's Premises by any person, including Seller, Seller's employees, subcontractors, subcontractor's employees, contract personnel, temporary employees, invitees and visitors, constitutes consent to Company to conduct searches, whether announced or unannounced, on Purchaser's Premises of the person and his or her personal affects for such prohibited items and;
- c. Any person who is found in violation of the policy or who refuses to permit a search may be removed and barred from Purchaser's Premises, at the discretion of the Purchaser.

ADDENDUM:

Price Warranty: Seller's net price (excluding any applicable sales, use or excise taxes) shall not exceed that specified on the face hereof. In the event Seller reduces its price for such article during the term of this order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this purchase order are the lowest prices charged by Seller, the prices are complete, and no additional charges of any type shall be added without Purchaser's express written consent including but not limited to charges for shipping, packaging, labeling, boxing or crating. If price is not specified on the face of this order, price shall be that of last previous order given by Purchaser to Seller, subject to the provisions of this paragraph. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay to Purchaser the amount of such refund. Seller agrees to assign to Purchaser, upon Purchaser's request any right to collection of credit or refund, from taxing authorities, which Purchaser may have under the law.

Limitation on Purchaser's Liability – Statute of Limitations: In no event shall Purchaser be liable for lost profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or until thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of the action has accrued.

Audit: Purchaser shall have the right at any time to inspect and audit, at Purchaser's expense, the books and records of Seller pertaining in any way to the transaction, goods and/or services covered by this purchase order.

 audubon <small>Total Flexibility. Total Solutions.</small>	Howard Energy – Reveille Plant Material Requisition Specifications for Residue and Instrument Compressor Buildings	Doc. No.:	008364003-MR-C001
		AEC Job No.:	008364-003
		Client AFE:	747-2
		Rev No.:	0
		Rev. Date:	06/28/2013

MATERIAL REQUISITION
SPECIFICATIONS / DATA SHEETS / DRAWINGS

SPECIFICATIONS

SPECIFICATION NO.	REV	DESCRIPTION
SEP-DC-0052	1	Audubon Engineering "Vendor Document Requirements Specification"
008364-003-GS-S004	0	Standard Specification for Residue Compressor Building and Instrument Air Building

DATA SHEETS / DRAWINGS

DATA SHEET	REV	DESCRIPTION
Building Layout		Residue and Instrument Compressor Building Layouts
008364003-VD-C001	0	Vendor Data Requirements List
008364003-SS-C001	0	Scope of Supply

 <p>audubon Total Flexibility Total Solutions.</p>	<h2>Howard Energy – Reveille Plant</h2> <h3>Scope of Supply for Compressor Buildings</h3>	<table border="1"> <tr> <td>Doc. No.:</td><td>008364003-SS-C001</td></tr> <tr> <td>AEC Job No.:</td><td>008364-003</td></tr> <tr> <td>Client AFE:</td><td>747-2</td></tr> <tr> <td>Rev No.:</td><td>0</td></tr> <tr> <td>Rev. Date:</td><td>06/28/2013</td></tr> </table>	Doc. No.:	008364003-SS-C001	AEC Job No.:	008364-003	Client AFE:	747-2	Rev No.:	0	Rev. Date:	06/28/2013
Doc. No.:	008364003-SS-C001											
AEC Job No.:	008364-003											
Client AFE:	747-2											
Rev No.:	0											
Rev. Date:	06/28/2013											

SCOPE OF SUPPLY

SUPPLIER: TBD

This requisition is composed of the equipment listed hereafter:

0	04.09.2013	ISSUED FOR PURCHASE	SS	AB	JM
A	02.14.2013	ISSUED FOR RFQ	SS	AB	JM
REV.	DATE	STATUS	WRITTEN BY (name & sign)	CHECKED BY (name & sign)	APPROVED BY (name & sign)



**STANDARD
EXECUTION PROCEDURE**
VENDOR DATA REQUIREMENTS

Doc. No.:	SEP-DC-0052
Rev. No.:	1
Rev. Date:	05-Sep-2012
Page No.:	1 of 6

STANDARD EXECUTION PROCEDURE

SEP-DC-0052

VENDOR DATA REQUIREMENTS

This Standard is solely for the use of Audubon and its affiliates ("Audubon"). OFFICIAL Standard is stored electronically. Printed copies are UNCONTROLLED documents and MAY NOT BE CURRENT. This Standard is the sole and exclusive property of Audubon and Audubon assumes no liability to any party for any representations contained in this Standard.

 audubon <small>Total Flexibility. Total Solutions.</small>	STANDARD EXECUTION PROCEDURE VENDOR DATA REQUIREMENTS	Doc. No.:	SEP-DC-0052
		Rev. No.:	1
		Rev. Date:	05-Sep-2012
		Page No.:	2 of 6

TABLE OF CONTENTS

1.0	PURPOSE.....	3
2.0	SCOPE.....	3
3.0	RESPONSIBILITY.....	3
3.1	Package Engineer.....	3
3.2	Vendor	3
3.3	Project Buyer / Expeditor	3
4.0	DEFINITIONS.....	3
4.1	Terms	3
4.2	Acronyms.....	3
5.0	REFERENCES.....	3
6.0	PROCEDURE	3
6.1	Vendor Data Requirements List	3
6.2	Transmission of Documents.....	4
6.3	Review and Turnaround.....	4
6.4	Return of Vendor Data	5
6.5	Vendor Data Revisions	5
6.6	Final Documentation	5
6.7	Error! Bookmark not defined.	
7.0	REVISION HISTORY	6

 audubon <small>Total Flexibility. Total Solutions.</small>	STANDARD EXECUTION PROCEDURE VENDOR DATA REQUIREMENTS	Doc. No.: SEP-DC-0052 Rev. No.: 1 Rev. Date: 05-Sep-2012 Page No.: 3 of 6
---	--	--

1.0 PURPOSE

The purpose of this document is to ensure that Vendors are notified of the documentation required to be provided to Audubon to comply with the contractual requirements of the Purchase Order.

2.0 SCOPE

This standard applies to all third party vendors submitting documentation to Audubon directly or on behalf of Audubon's Clients.

3.0 RESPONSIBILITY

3.1 Package Engineer

The responsible Package Engineer is responsible for updating the Vendor Data Requirements List (VDRL) with documentation requirements needed from the Vendor. The responsible Package Engineer is also responsible for reviewing all Vendor data and resolving all conflicting issues.

3.2 Vendor

The Vendor is responsible for reviewing and accepting the VDRL upon initial submittal from the responsible Package Engineer. In addition, the Vendor is responsible for updating and re-submitting the VDRL with any changes that may occur after initial acceptance. The Vendor is also responsible for submitting documentation in accordance with the VDRL.

3.3 Project Buyer / Expeditor

The Project Buyer / Expeditor are responsible for expediting all documentation to / from the Vendor during the review cycle.

4.0 DEFINITIONS

4.1 Terms

This section is not applicable to this document.

4.2 Acronyms

RFQ Request for Quote

VDRL Vendor Data Requirements List

5.0 REFERENCES

This section is not applicable to this document.

6.0 PROCEDURE

6.1 Vendor Data Requirements List

The responsible Package Engineer will prepare and supply a completed VDRL as part of the Request for Quote (RFQ) package. This allows the Vendor the opportunity to review and confirm compliance, to estimate documentation costs, if any, and to include this cost with their quotation.

 audubon <small>Total Flexibility. Total Solutions.</small>	STANDARD EXECUTION PROCEDURE VENDOR DATA REQUIREMENTS	Doc. No.: SEP-DC-0052 Rev. No.: 1 Rev. Date: 05-Sep-2012 Page No.: 4 of 6
---	--	--

The VDRL matrix defines the document category, details, time limits, quantity, and format for the submission of the documentation.

The intention of the VDRL is to:

- Be used as a checklist during the bid clarification meeting
- Provide a basis on which to estimate documentation costs
- Inform the project team about the types of drawings and documents to be submitted by the Vendor and when the information they carry shall be available
- Be a requirement to the Vendor for submittal of documentation
- Indicate the contents of the final Vendor data books

6.2 Transmission of Documents

The Vendor is responsible for submitting documents via either e-mail or hard copy, as specified in the VDRL.

Documents shall clearly identify the Purchase Order number, applicable equipment number, applicable VDRL code, and electronic files must be submitted as individual PDF files per document.

Electronic submittals shall be sent to the following e-mail address:

To: cbaker@aechou.com - Project Buyer, Charles Baker

Cc:

dcmailbox@aechou.com, ndubose@aechou.com, lcaldwell@aechou.com

When a hard copy is required, it should be sent to the following address:

Project Buyer – Charles Baker

Project No.: 008364-003

Audubon Engineering

10205 Westheimer Rd. Ste. 100

Houston, TX 77042

T: (713) 452-3197

6.3 Review and Turnaround

The document review cycle will be five (5) working days for review by Purchaser, and for documents which are to be re-submitted by the Vendor, unless specified otherwise in the VDRL. All documents shall be checked before submission.

Documents submitted by the Vendor that do not conform to the VDRL codes may be returned without being reviewed.

Note: Failure to review by the Purchaser shall not imply acceptance or relieve the Vendor of any responsibility for the supplied document.

	STANDARD EXECUTION PROCEDURE VENDOR DATA REQUIREMENTS	Doc. No.: SEP-DC-0052 Rev. No.: 1 Rev. Date: 05-Sep-2012 Page No.: 5 of 6
---	--	--

All documents submitted shall be submitted in PDF format and clearly marked with the PO No., Equipment / Tag No. (if applicable), Vendor's Job No., Vendor's Document No., Purchaser's Document Number and Revision No. and VDRL code which that document satisfies. All drawings shall be submitted as individual PDF files (one file per sheet).

All documents and technical data shall be in English language with all dimensions in accordance with the project units of measure.

6.4 Return of Vendor Data

Vendor documents that have been reviewed by the responsible Package Engineer will be returned to the Vendor stamped with one of the following codes:

- RJ Rejected - Do not proceed, resubmit
- AN Approved As Noted - Revise and re-submit
- A Approved - Proceed as is
- FIR For Information Only

Documents that have been Approved as Noted or rejected must be resubmitted within five (5) working days of receipt. Any revision to a document after its first submission must be clearly identified on the document and in the revision box. Once issued, a document number shall not be changed or re-used.

6.5 Vendor Data Revisions

The Vendor shall adhere to the process for resubmittal of revised Vendor data. Vendor data shall be submitted to the Project Buyer. The Document Controller shall forward the data to the appropriate discipline engineer for review and further action. Upon review and acceptance by the discipline engineer, the data shall be incorporated into the final Vendor Data Book.

6.6 Final Documentation

Numbers of copies to be submitted shall be as specified in the VDRL (hard copy and/or electronic). Electronic data will be submitted in PDF format, per data book section, without security protection unless otherwise specified.

All data books shall be bound in 8-½ x 11-inch hardback covers with ring binder mechanisms. Maximum spine width shall not exceed 3 inches.

All data book covers shall be marked on both front and spine with the following data:

- Howard Energy Balance of Plant
- Purchase Order No.
- Equipment Material Description
- Tag Number(s) (if applicable)
- Data Book Title

Each section shall be separated using label dividers.

 audubon Total Flexibility. Total Solutions.	STANDARD EXECUTION PROCEDURE VENDOR DATA REQUIREMENTS	Doc. No.: SEP-DC-0052 Rev. No.: 1 Rev. Date: 05-Sep-2012 Page No.: 6 of 6
--	--	--

Data books shall incorporate both Vendor and sub-Vendor(s) documentation and shall provide comprehensive data per the Purchase Order.

7.0 REVISION HISTORY

Revisions					
Rev	Date	Description	By	Chk'd	App'd
0	26-Jan-2012	Renumbered from SOP-723	CWH	CWH	SBD
1	05-Sep-2012	General revision. Added Scope, DC Mailbox addresses and update vendor submittal requirements, changed title from Vendor Document Requirements	SYP	MB	MB



audubon

Total Flexibility Total Solutions

**10205 Westheimer, Suite 100
Houston, TX 77042
TX Reg. No. 8696**

**STANDARD
SPECIFICATION
FOR
BUILDINGS**

Doc. No.:	008364003-GS-S004
Project No.:	008364-003
Rev. No.:	0
Rev. Date:	28-Jun-2013
Page No.:	1 of 15

**STANDARD SPECIFICATION
FOR
RESIDUE COMPRESSOR BUILDING
AND
INSTRUMENT AIR BUILDING**

HOWARD ENERGY

CLIENT AFE: 747-2

FREER, TX

Engineering Seal



Revisions

Rev	Date	Description	By	Chk'd	App'd
0	6/28/13	Issued for Construction	PN	KF	KF

P.E. Name: Kirk Foroozani

License No.: 59370

This Document is solely for the use of the contractual Client and Audubon and its affiliates (Audubon). Audubon assumes no liability to any other party for any representations contained in this Document.

 audubon Total Flexibility. Total Solutions. 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	1 of 15

TABLE OF CONTENTS

1.0 GENERAL SCOPE	2
2.0 VENDOR'S RESPONSIBILITY.....	3
3.0 CODES AND STANDARDS	4
4.0 BUILDING DESIGN REQUIREMENTS	4
5.0 STRUCTURAL MATERIALS AND COMPONENTS.....	6
6.0 BUILDING SPECIFICATIONS.....	10
7.0 MATERIAL SUPPLY SCHEDULE.....	11
8.0 DOCUMENTATION AND DRAWINGS.....	12
9.0 DESIGN CERTIFICATION.....	13
10.0 VENDOR'S PROPOSAL	13

 audubon Total Flexibility. Total Solutions. 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	2 of 15

1.0 GENERAL SCOPE

- 1.1. The scope of supply is to provide one pre-engineered rigid frame Residue Compressor Building and one pre-engineered rigid frame Instrument Air Building as a complete package, including all engineering, design detailing, building materials, and fabrications thereof. The Residue Compressor Building and Instrument Air Building are to be delivered to the site by the vendor per the following:

Note that the term "Building" used in this specification is used to refer to the Residue Compressor Building and Instrument Air Building included in the scope of supply.

- 1.1.1 Design of all framing members shall be for a shop fabricated field-bolted assembly.
 - 1.1.2 The materials furnished for the building shall include, but not be limited to:
 - Complete structural framing
 - Roof panels
 - Wall panels
 - Bracings (roof and wall)
 - Fasteners
 - Sealants, gutters, downspouts, flashings, trim etc.
 - Louvers
 - Ridge vents
 - 5-Ton crane and trolley beams (Residue Compressor Building Only)
 - 1.1.3 The manufacturer should be regularly engaged in the fabrication of such metal buildings and should be a member of MBMA.
 - 1.1.4 Packaging and shipment of building members and equipment shall include provisions for corrosion protection during shipment and limited site storage.
- 1.2. As used in this Specification, the following definitions shall apply.
- 1.2.1 "PURCHASER"- shall mean AUDUBON
 - 1.2.2 "VENDOR"- shall mean the Building Supplier and its subcontractors and/or suppliers

 audubon Total Flexibility. Total Solutions. 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	3 of 15

1.2.3 "OWNER"- shall mean HOWARD ENERGY

- 1.3 Delivery shall be as specified in the contract documents for the building. Shipping dates shall be coordinated with Purchaser to meet the needs of the construction schedule.
- 1.4 Drawings
- Four Residue Compressor Building Plan and Elevation drawings
 - Four Instrument Air Building Plan and Elevation drawings

2.0 VENDOR'S RESPONSIBILITY

2.1. *Conflicts*

Exceptions to this Specification shall be clearly indicated as such on the bid and Purchase Order. It shall be the Vendor's responsibility to obtain Purchaser's written resolution of any conflict between this Specification and Purchase Order before proceeding with the work affected. Failure to clearly indicate exceptions to this Specification shall be interpreted as confirmation that Vendor complies fully with this Specification.

2.2. *Construction*

Erection of compressor building shall be the responsibility of Vendor. It shall be noted that compressors will be set and operating at the time of building construction, thus limiting site access and requiring a crane for erection. Furthermore, Owner will not supply any tools, manlifts, tackles, power for trailer, potable water, toilets or any other facility during construction of compressor building. Telephone, internet, generators, fuel, etc., shall be part of the Vendor's scope. Owner shall only provide space for locating the trailer, if being brought in by the Vendor.

 audubon Total Flexibility. Total Solutions. 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	4 of 15

3.0 CODES AND STANDARDS

- 3.1. The building will be designed, fabricated and tested in compliance with the latest governing edition of codes, standards, and regulations as follows, and in accordance to applicable Vendor Specifications, as a part of this Specification unless amended herein.

No.	Description
CFR – Code of Federal Regulations	
29 CFR Part 1926 - OSHA Safety and Health Regulations for Construction	
AISC – American Institute of Steel Construction	
Manual of Steel Construction, 9 th edition, Allowable Stress Design	
AISI – American Iron and Steel Institute	
SG-671 Specification for Design of Cold-Formed Steel Structural Members	
ANSI – American National Standards Institute	
ASCE – American Society of Civil Engineers	
7-05 Minimum Design Loads for Buildings and Other Structures	
ASTM – American Society for Testing and Materials	
AWS – American Welding Society	
D1.1 Structural Welding Code-Steel	
CMAA – Crane Manufacturers Association of America	
SSPC – Structural Steel Painting Council	

- 3.2. All drawings, which are listed in Section 1.4, form part of this Specification.

4.0 BUILDING DESIGN REQUIREMENTS

- 4.1. The building and all contents shall have an electrical area classification for Class I, Division II, Group D.
- 4.2. The building design approach is for the Vendor to design the building within the building maximum peak heights shown on the drawings. The building peaks are shown as the maximum allowable heights above finished floor, and these values shall not be exceeded. Lower peak heights may be used if they allow for all design, installation and operational requirements.
- 4.3. The number and the spacing of frames shall be the same as shown in the drawings.

 audubon Total Flexibility. Total Solutions. 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.: 008364003-GS-S004 Project No.: 008364-003 Rev. No.: 0 Rev. Date: 28-Jun-2013 Page No.: 5 of 15
--	---	--

- 4.4. The building shall have a rigid frame, purlin and girt type construction. The rigid frames shall be single gable, clear span type with uniform depth columns (for base type pinning), and tapered rafters. There shall be four (4) anchor bolts per building column, both rigid frame and end wall.
- 4.5. All structural steel shall conform to ASTM Grade A36 or A992 for hot rolled sections, and A36 or A572 for plate and built up welded sections.
- 4.5.1. All structural steel shall be designed in accordance with the applicable sections of AISC's latest edition of "Specification for the Design, Fabrication, and Erection of Steel for Buildings".
- 4.5.2. The design of the building is to be such that all field connections shall be bolted.
- 4.5.3. All welding shall be according to the requirements of AWS D1.1. Beam and column sections shall be assembled using continuous submerged arc welding.

4.6. *Design Loads*

The following design loads shall be applied in accordance with the MBMA's latest edition of "Metal Building Systems Manual".

- 4.6.1. Load Combinations – Design for load combinations shall be in accordance with ASCE 7-05, Section 2.4: "Combining Nominal Loads Using Allowable Stress Design".
- 4.6.2. Dead loads – weight of all building materials. Note that a minimum dead load of 10 pounds per square foot (psf) shall be applied on the horizontal projection of the roof, if the actual dead load is calculated as less than this.
- 4.6.3. Live load – a minimum of 20 psf shall be applied on the horizontal projection of the roof.
- 4.6.4. Environmental loads (per ASCE7-05) –

<i>Wind Load</i>	= 110 mph
(3 second gust at 33 ft above ground level)	
Exposure	= C

 audubon Total Flexibility. Total Solutions. 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	6 of 15

Importance Factor = 1.15

Seismic Load

Occupancy Category	= III
Importance Factor (I)	= 1.25
Seismic Design Category	= A
S _s	= 0.096
C _s	= 0.022

4.6.5. Miscellaneous Loads - All purlins shall be designed to support a minimum concentrated load of 500 pounds at any point, in addition to other required loadings. All primary structural members shall be designed to support a minimum concentrated load of 3,500 pounds at any point, in addition to other required loadings.

4.6.6. Eccentric Loads - Columns shall be designed to support eccentric loads. This design load shall be 3,500 pounds at any point 2' – 6" from the inside face of the column.

4.6.7. Erection Load – The building shall also be designed to withstand any lifting loads experienced during delivery, unloading, hauling, storing, erection, and placement on foundations. All lifting points for these temporary conditions are to be defined and located on the drawings.

4.6.8. Bridge Crane Loads – The building shall be designed to support the loads imposed by an overhead crane. The Lift and Crane are to have a minimum capacity of 5 tons. Crane impact loads shall be as per ASCE 7-05.

5.0 STRUCTURAL MATERIALS AND COMPONENTS

5.1. The structural column locations shall be as shown on the drawings. Should Vendor require other locations for the bents, these must be requested, and written approval obtained from the Purchaser before proceeding.

5.2. *Structural Framing*

5.2.1. Primary structural framing shall include the transverse rigid frame, beams and columns, canopy beams, intermediate columns, bearing

 audubon <small>Total Flexibility. Total Solutions.</small> 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	<table border="1"> <tr> <td>Doc. No.:</td><td>008364003-GS-S004</td></tr> <tr> <td>Project No.:</td><td>008364-003</td></tr> <tr> <td>Rev. No.:</td><td>0</td></tr> <tr> <td>Rev. Date:</td><td>28-Jun-2013</td></tr> <tr> <td>Page No.:</td><td>7 of 15</td></tr> </table>	Doc. No.:	008364003-GS-S004	Project No.:	008364-003	Rev. No.:	0	Rev. Date:	28-Jun-2013	Page No.:	7 of 15
Doc. No.:	008364003-GS-S004											
Project No.:	008364-003											
Rev. No.:	0											
Rev. Date:	28-Jun-2013											
Page No.:	7 of 15											

end frames, end wall columns, wind columns, spandrel beams, and wind bracing. Cold-formed sections may not be used for primary structural framing members. The web thickness for all primary steel members shall not be less than 3/16" thick. Vendor shall provide a cost for red oxidizing the primary structural framing.

- 5.2.2. Secondary structural framing shall include the purlins, girts, eave struts, rake channel, flange bracing, base angle, sill supports, roof and wall brace rods, clips, and other miscellaneous structural components. Cold-formed sections may be used for secondary structural framing members. All purlins must be braced against roll.
- 5.2.3. Primary structural framing rolled structural shapes and welded plate sections shall be designed according to AISC "Specification for the Design, Fabrication, and Erection of Structural Steel Buildings". Secondary structural framing cold-formed sections shall be designed according to AISI "Specification for the Design of Cold-Formed Steel Structural Members".
- 5.2.4. All framing members shall carry a clearly stenciled identification mark, or shall be marked with a stainless steel tag prior to delivery to the site.
- 5.2.5. All flange braces are to be designed and installed on both sides of the flange.
- 5.2.6. Vendor shall include channels at 5 ft centers extending from the eave strut to the adjacent purlin to stiffen the eave strut.
- 5.2.7. Panel diaphragm action shall not be permitted.
- 5.2.8. The top of all end wall columns shall be braced by a pipe strut below back to the adjacent frame.
- 5.2.9. Bracing shall meet all of the requirements of the International Building Code. If "X" bracing is used, the frame webs shall be sized in accordance with the provisions stipulated in "X-Bracing Anchorage Connection Under Static and Seismic loading Conditions," a publication from the Engineering & Industrial Research Station by R. Ralph Sinno, Ph. D., E. E., January 1992 (MSSU-EIRS-CE-91-1) and AISC ASD 9th Edition.

 audubon <small>Total Flexibility. Total Solutions.</small> 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	8 of 15

5.2.10. Where required, diagonal rod bracing or structural angles shall be utilized to carry lateral loads in the structure. Locations of all bracing are to be shown in the Vendor's proposal drawings, as building equipment penetrations may need to be taken into consideration.

5.3. *Roof and Wall Panels*

The Roof and Wall Panels as a minimum shall have the gauge thickness as specified below.

5.3.1. The roof panel shall have an U.L. uplift rating - Class 90.

5.3.2. The exterior roof and wall panels shall be R-Profile rolled from 20 gauge coil material. Vendor to quote 18 gauge as an alternate.

5.3.3. The roof panels shall have major ribs 1½ inches deep (nominal) spaced 12" on center, with two secondary ribs between the major ribs for rigidity. Each panel shall provide a net coverage of 36 inches. Panels shall be overlapped one major rib at each side, with a minimum of 6 inches at end laps.

5.3.4. The wall panels shall be minimum 20 gauge Galvalume finish R-panels.

5.3.5. The finish for exterior wall panels and roof panels shall be silicone polyester over Galvalume substrate.

5.4. *Flashing and Trim*

5.4.1. All flashings and trim shall be fabricated from 20 gauge coil material finished with silicone polyester over Galvalume substrate, or equal.

5.5. *Gutters and Downspouts*

5.5.1. Vendor's standard eave gutters and downspouts shall be fabricated from a 24 gauge coil material finished with silicone polyester over Galvalume substrate. Gutters and their attachments shall be designed for the loads described in Section 4.6.

 audubon Total Flexibility. Total Solutions. 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.: 008364003-GS-S004 Project No.: 008364-003 Rev. No.: 0 Rev. Date: 28-Jun-2013 Page No.: 9 of 15
--	---	--

5.5.2. All gutters and downspouts shall be designed for rainfall intensity of 6 inches per hour.

5.5.3. Gutters to be 6-inch box type with standard hanging bracket and when installed in place, these will conceal the flutes of the roof panels.

5.5.4. The downspouts shall be described in the Vendor's proposal.

5.6. *Sealants and Closures*

5.6.1. Polyethylene closed cell, pre-formed closure strips having a profile matching the panel configuration shall be used, wherever needed (eave, rake, ridge), to ensure weather tightness.

5.6.2. Roof panel end laps shall be sealed with a gray elastic compound that equals or exceeds MIL-C-18969, Type II, Class B.

5.6.3. The side laps shall be sealed per MBMA recommendations.

5.7. *Bolts and Fasteners*

5.7.1. All field connections in primary framing shall be bolted using high strength bolts conforming to ASTM A-325. These bolts shall be mechanically galvanized as per ASTM B695 Grade 55. All connections shall be designed in accordance AISC Design Guide 16.

5.7.2. The latest OSHA regulations 29 CFR 1926 Part R Safety Standards for Steel Erection are to be incorporated into the design, especially regarding columns and column base plates.

5.7.3. All field connections between primary and secondary framings shall be made with bolts conforming to ASTM A-307. These shall be galvanized the same as the A-325 bolts for extended life.

5.7.4. All bolted connections at beams shall have a minimum of two (2) bolts, and all column base plate connections shall have a minimum of four (4) bolts. The Vendor is responsible for engineering and sizing the anchor bolts, but not supplying the anchor bolts. The

	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	10 of 15

anchor bolt sizing, as well as column reactions, shall be detailed on the 'Issued for Construction' drawings.

5.7.5. Fasteners for attachment of roof and wall panels to the secondary members shall be the following as a minimum: Number 12 x 1½-inch stainless steel self-drilling screws, hex head, galvanized steel assembled with a neoprene washer, and painted to compliment adjacent panels.

5.8. Any required field cutting shall be clearly noted on the erection drawings.

6.0 BUILDING SPECIFICATIONS

6.1. Residue Compressor Building

6.1.1. The Compressor Building shall be 60'-8" x 100'-0" from center line to center line of the columns. The building shall have three bays with the spacing as shown on the attached Compressor Building Layout.

6.1.2. The eave height shall be 32'-6" and the gable height shall be 38'-0". The clear height for the wall panels shall be 15'-0".

6.1.3. Vendor shall furnish one 5 ton minimum capacity, electronically controlled bridge crane system. The hoisting equipment shall have the minimum working height of 26'-0" from the operating floor to the hook, and the lateral travel shall be maximized for the width and length of the building, as indicated on the building plan drawing. Bridge crane make and model shall be "Gaffey, Model SG-TR-HG" or approved equal. All associated components shall be supplied and installed by the selected vendor.

6.1.4. Vendor shall be responsible for erection, load testing and certifications of the Gaffey Bridge Crane.

 audubon <small>Total Flexibility. Total Solutions.</small> 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	11 of 15

6.2. Instrument Air Building

- 6.2.1. The Instrument Air Building shall be 12'-0" x 22'-0" from center line to center line of the columns as seen on the Instrument Air Building Layout.
- 6.2.2. The eave height shall be 14'-0" and the gable height shall be 16'-0". The clear height for the wall panels shall be 11'-0".

7.0 MATERIAL SUPPLY SCHEDULE

- 7.1. The Vendor shall provide all labor, materials, equipment, and facilities necessary to design, fabricate, and furnish the complete building package, including, but not limited to, the following:
- 7.1.1. All structural steel required, including bolts and fasteners.
- 7.1.2. Roofing and wall panels, insulation, gutters and downspouts, sealants and closures, and flashing and trims.
- 7.1.3. Coated structural steel and/or Vendor's standard prime and finish coating on all other materials where normally supplied.
- 7.1.4. Delivery and erection of the buildings at the project site near Freer, TX.
- 7.1.5. Work not included consists of the following:
- Foundations
 - Piping
 - Plumbing
 - Supply of foundation column anchor bolts. Column anchor bolts shall be set during construction of the foundation. Vendor is responsible for sizing the anchor, just not supplying them.
 - Building erection (Subject to approval by PURCHASER)
 - Lighting and Electrical components.

 audubon <small>Total Flexibility. Total Solutions.</small> 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	12 of 15

8.0 DOCUMENTATION AND DRAWINGS

- 8.1. Vendor shall provide the following drawings and documentation for each building:
- | | |
|--------------------------------------|---|
| Equipment Proposal: | <u>Two (2) sets</u> , outline drawings showing overall dimensions |
| Approval Drawings and Calculations : | <u>Three (3) sets (Two weeks ARO)</u> |
| Certified Drawings: | <u>Five (5) sets (Two weeks after drawing approval)</u> |
| Erection Drawings: | <u>Five (5) sets (With building shipment)</u> |
- Vendor shall provide five (5) sets of operation and maintenance manuals upon the shipment of the equipment.
- 8.2. Vendor shall furnish drawings for roofing and siding showing piece marks and details of flashing, sealer strips etc. so that the complete building can be assembled.
- 8.3. Vendor shall submit general outline drawings for approval. Upon receipt of approval, Vendor shall forward corrected and certified erection drawings and shop detail drawings to Purchaser.
- 8.4. Vendor shall submit column reactions in all 6 degrees of freedom for the design loads described in Section 4.6. Sufficient information shall be provided such that the maximum column reactions can be obtained for the downward, upward and both orthogonal horizontal major axis directions for each column. In addition, the maximum column reactions shall be presented on the drawings for the downward, upward and both orthogonal horizontal major axis directions for each column.
- 8.5. Vendor shall submit the crane manufacturer's drawings (including hoist) for approval, and only after receipt of Purchaser's approval may Vendor proceed with crane procurement.
- 8.6. A Registered Professional Engineer registered in the state of Texas shall sign and stamp the certified drawings.

 audubon <small>Total Flexibility. Total Solutions.</small> 10205 Westheimer, Suite 100 Houston, TX 77042 TX Reg. No. 8696	STANDARD SPECIFICATION FOR BUILDINGS	Doc. No.:	008364003-GS-S004
		Project No.:	008364-003
		Rev. No.:	0
		Rev. Date:	28-Jun-2013
		Page No.:	13 of 15

9.0 DESIGN CERTIFICATION

- 9.1. The Vendor shall furnish a design report which includes design calculations for the building. The report shall be signed and sealed by a registered professional engineer in the state where the building will be erected, Texas, which shows that the structural framing and coverings and all components of the metal building meet the design load requirements and the building code requirements of the state. This information is required by the Purchaser for approval of the building fabrication details, and shall be submitted with the Approval Drawings. The design calculations may be manual or by computer at the discretion of the Vendor.

10.0 VENDOR'S PROPOSAL

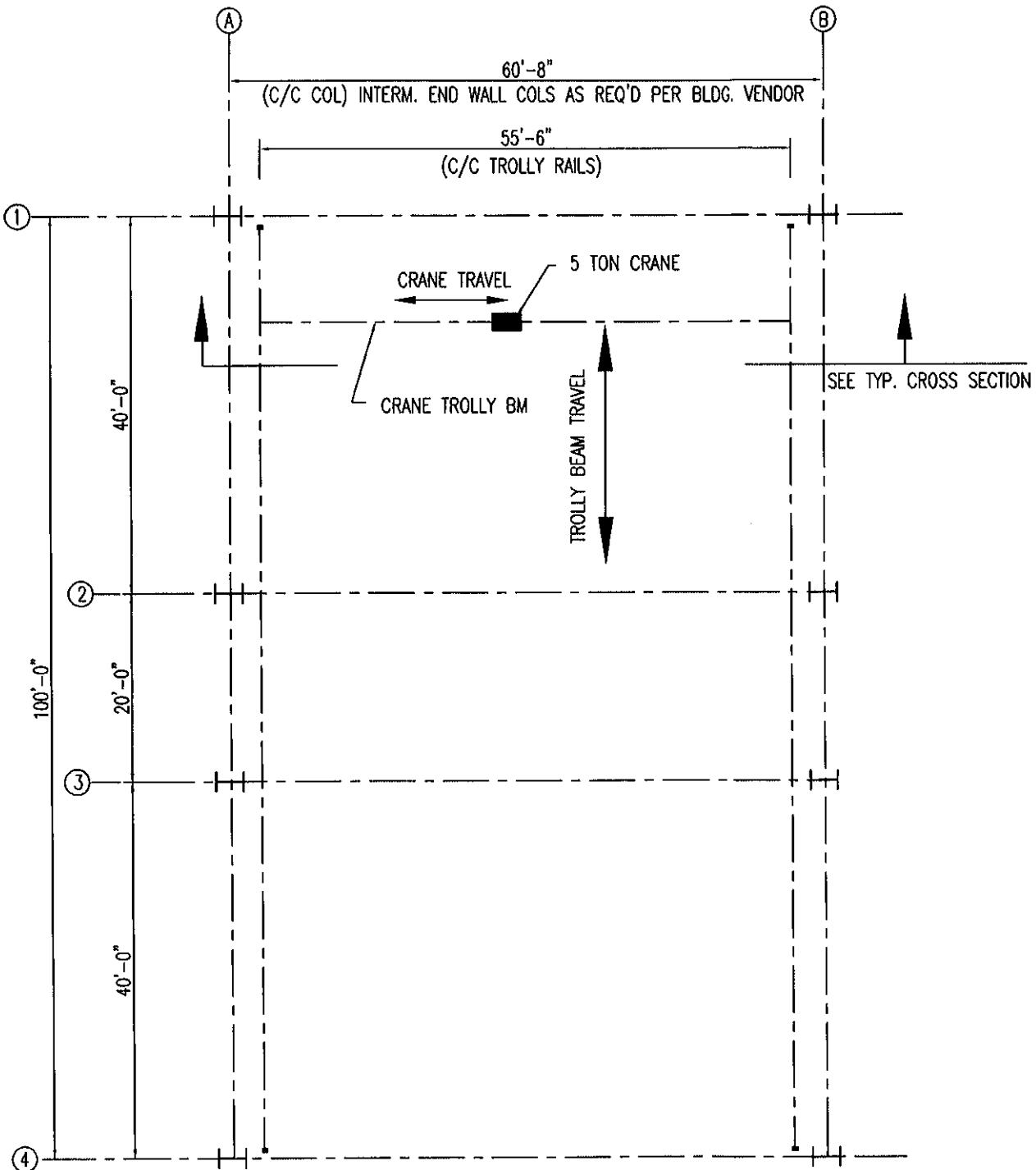
- 10.1. The Purchaser reserves the right to reject any proposal that, in the Purchaser's opinion, does not meet the requirements defined in this specification.
- 10.2. The Purchaser reserves the right to reject any proposal if the following information is not included with Vendor's proposal:
- 10.2.1. Size and price of the complete building including a price for delivery of all building components to the site.
 - 10.2.2. Structural drawings showing the primary steel framing, floor plan, elevation views and cross sections of the building.
 - 10.2.3. Outline drawings that show physical size and foundation anchor bolt outline of the building to be provided by Purchaser.
 - 10.2.4. Drawings, data, and brochures which are normally considered as "inquiry type" materials.
 - 10.2.5. Proposed detailed delivery schedule showing milestone dates for approval drawings, certified drawings and erection drawings.
 - 10.2.6. Any exceptions to, or deviations from, these specifications. For each and every exception and deviation from this specification, the Vendor shall clearly indicate why he cannot, or does not, meet the



**STANDARD
SPECIFICATION
FOR
BUILDINGS**

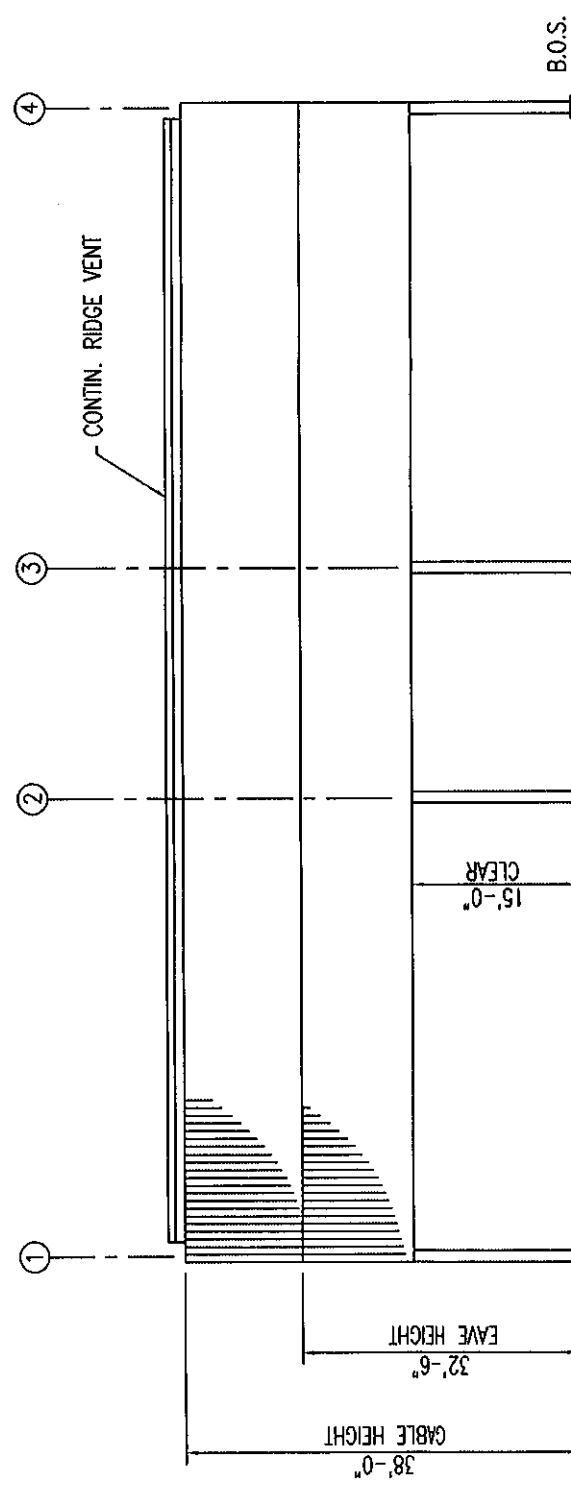
Doc. No.:	008364003-GS-S004
Project No.:	008364-003
Rev. No.:	0
Rev. Date:	28-Jun-2013
Page No.:	14 of 15

specification. Inclusion of standard specification sheets for Vendor's equipment will not meet this requirement.

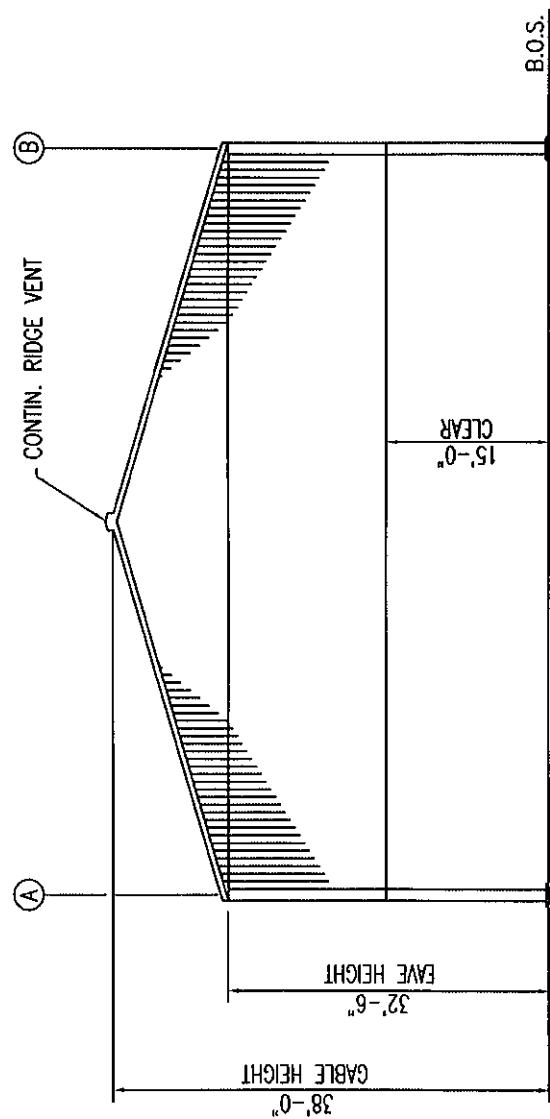


RESIDUE COMPRESSOR BUILDING LAYOUT

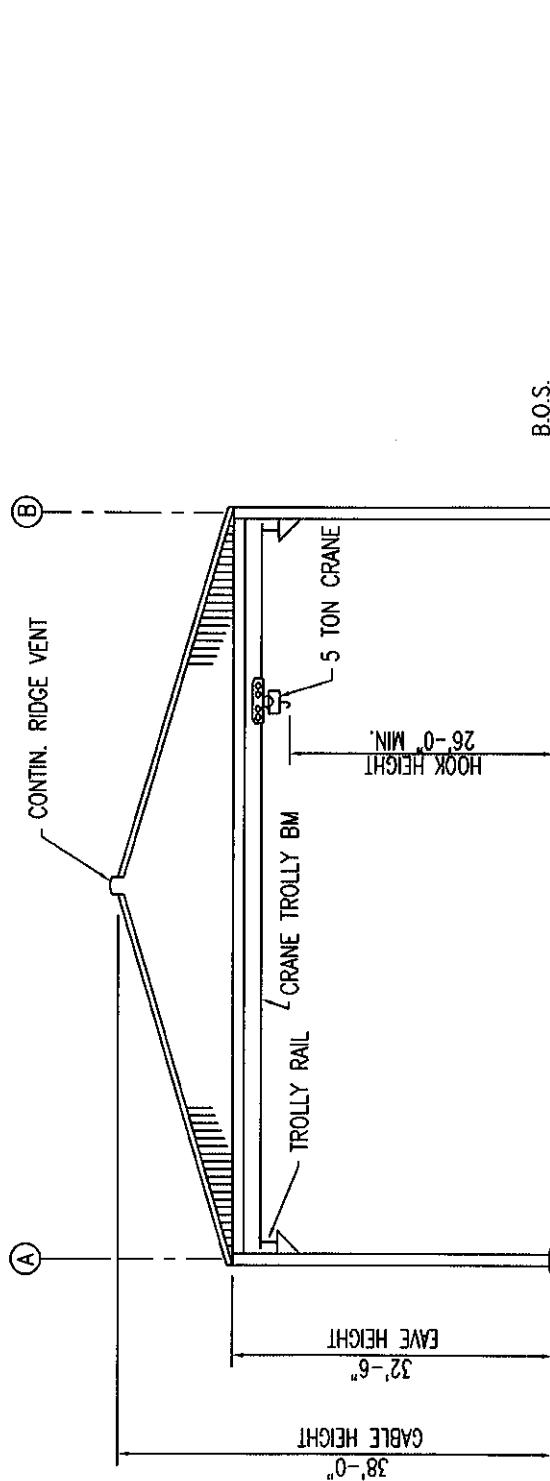
COMPRESSOR BUILDING SIDE ELEVATIONS

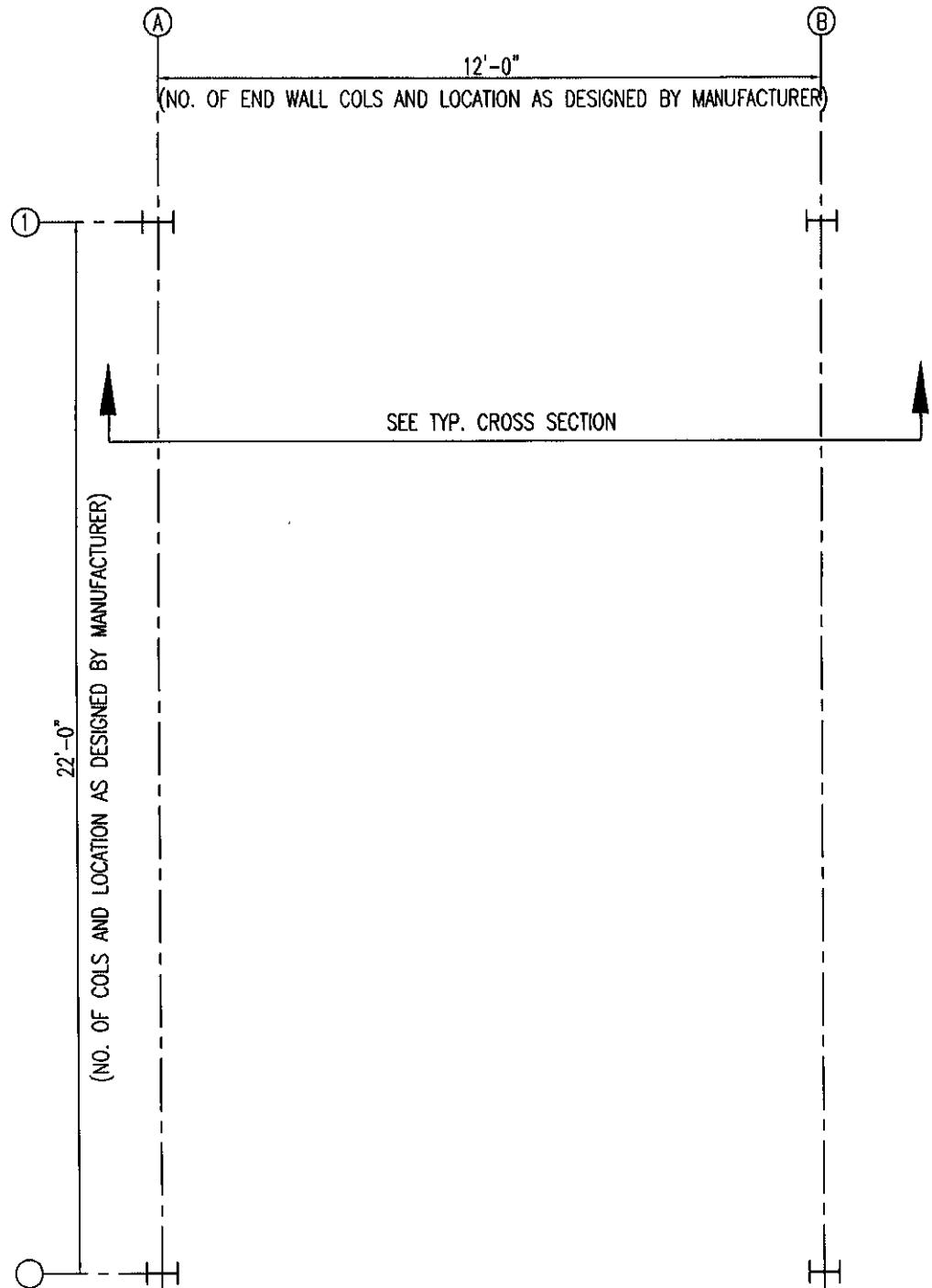


COMPRESSOR BUILDING END WALL ELEVATIONS

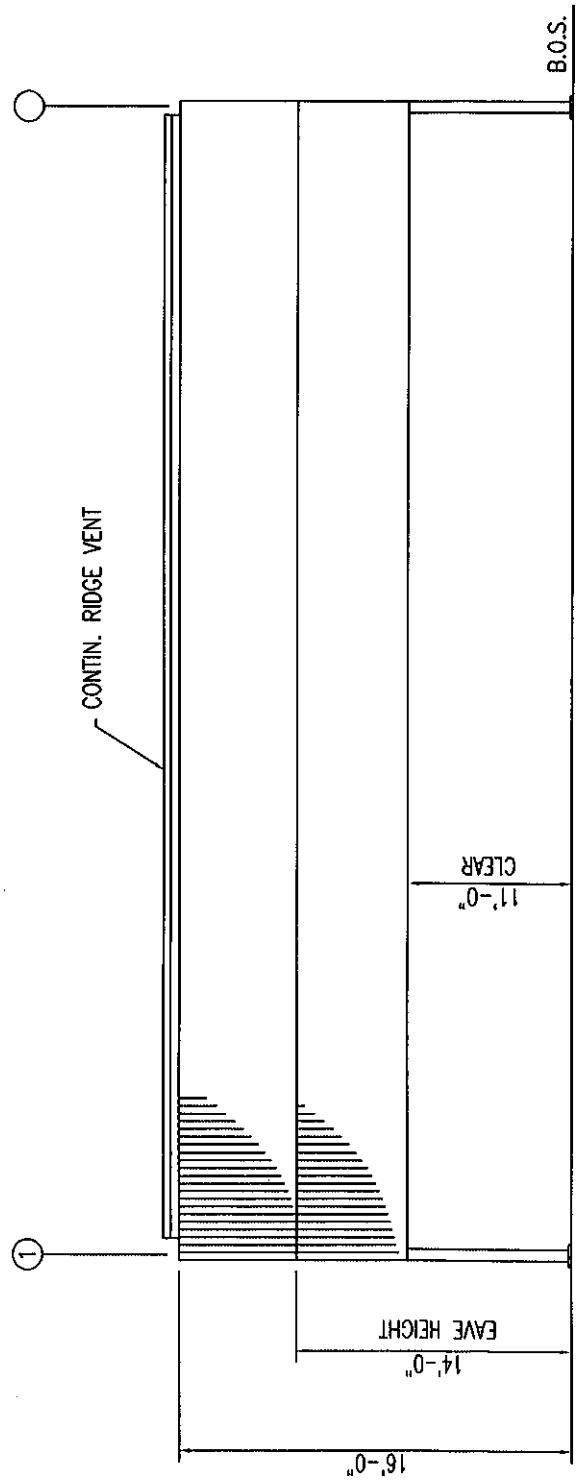


TYP CROSS SECTION

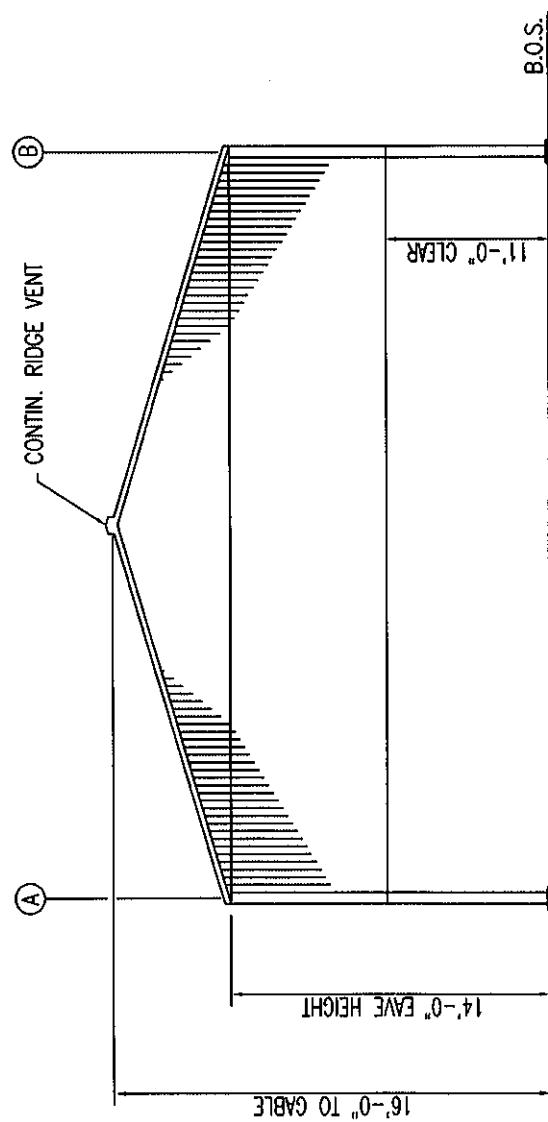




INSTRUMENT AIR BUILDING LAYOUT



INSTRUMENT AIR BUILDING END WALL ELEVATIONS



TYP CROSS SECTION

