AUDUBON ENGINEERING Project Name: Howard Energy – Balance of Plant

PO NO.: 008364-003-PO-G008-0



Project No.: Date: 28MAR13
008364-003

Purchase Order No.: PO Description:
008364-003-PO-G008-0 Sumps

The P.O. number and Project number must appear on all items, packages, correspondence, documentation, packing lists, and invoices.

PURCHASE ORDER

FOROTINOL ORDER		
Seller: Modern Welding Company of Texas 715 Sakowitz Street Houston, TX 77020 Attn: Kirk Killingsworth / 713- 675-4211 kkillingsworth@modweldco.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: Address to be advised (Freer, TX)	Bill To: Audubon Engineering Operations, LLC 10205 Westheimer Road, Suite 100 Houston, TX 77042 Attn: Accounts Payable / 008364-003
Ship Via: Best Way PP&A		Submit To: Audubon Engineering Operations, LLC 10205 Westheimer Road, Suite 100 Houston, TX 77042 Attn: Accounts Payable / 008364-003
Shipping Terms: FCA – Point of Manufacture, Houston, TX	Currency: US Dollars	Terms: Net 30 Days

Delivery Date:

13-17 wks ARO - 27JUN13-25JUL13

Attachments:

See Attachment Section

- This purchase order confirms an award to Modern Welding Company of Texas, hereinafter the "SELLER" on 28MAR13 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:
 - o Purchase Order 008364-003-PO-G008-0
 - o Attachment A Modern Welding Compnay of Texas, Inc Terms & Conditions,
 - o Attachment B Cancellation Schedule
 - o All other specifications, drawings, data sheets, etc.

Total Purchase Order Value for PO 008364-003-PO-G008-0 is US \$50,360.00.

DO NOT DUPLICATE

SELLER:	Date:	AUDUBON ENGINEERING	Date:
Authorized Acceptance by:		Authorized Signature:	3/28/13

AUDUBON ENGINEERING Project Name: Howard Energy – Balance of Plant

PO NO.: 008364-003-PO-G008-0

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	Each	One (1) Plant Open Drain Sump – 500 gallon (46" x 6") UL-58 double wall underground storage tank. Tank to be constructed on A-36 carbon steel per UL-58 with 1/16" corrosion allowance on inner tank. To have 1-24" UL manway w/48" proj., 2-4" 150# flg. w/48" proj., 2-2" 150# flg. w/48" proj., and 1-4" 150# flg. w/6" proj. Interior of tank to be bare metal and swept clean. Exterior to be blasted and coated with 100 mils FRP coating per UL-1746. Tank to include 2-steel hold down straps with isolation material – as per quote no. AEC-32013-kk dated 3/20/2013. Tag – TK-804	91250-1255	\$17,865.00	\$17,865.00
2	1	Each	One (1) Compressor Drain Sump - 500 gallon (46" x 6') UL-58 double wall underground storage tank. Tank to be constructed on A-36 carbon steel per UL-58 with 1/16" corrosion allowance on inner tank. To have 1-24" UL manway w/48" proj., 2-4" 150# flg. w/48" proj., 2-2" 150# flg. w/48" proj., and 1-4" 150# flg. w/6" proj. Interior of tank to be bare metal and swept clean. Exterior to be blasted and coated with 100 mils FRP coating per UL-1746. Tank to include 2-steel hold down straps with isolation material – as per quote no. AEC-32013-kk dated 3/20/2013.	91250-1256	\$17,865.00	\$17,865.00
3	1	Each	One (1) Amine Drain Sump – 500 gallon (46" x 6") UL-58 double wall underground storage tank. Tank to be constructed on A-36 carbon steel per UL-58 with 1/16" corrosion allowance on inner tank. To have 1-24" UL manway w/6" proj., 2-4" 150# flg. w/6" proj., 2-2" 150# flg. w/6" proj., and 1-4" 150# flg. w/6" proj. Interior of tank to be bare metal and swept clean. Exterior to be blasted and coated with 100 mils FRP coating per UL-1746. Tank to include 2-steel hold down straps with isolation material – as per quote no. AEC-32013-kk dated 3/20/2013.	91250-1257	\$14,630.00	\$14,630.00
			TOTAL FIRM PO VALUE:			\$50,360.00

PO NO.: 008364-003-PO-G008-0

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.

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AUDUBON ENGINEERING

Project Name: Howard Energy - Balance of Plant

PO NO.: 008364-003-PO-G008-0

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 PURCHAESR 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 VDRL allotted time frame after receipt of order.
- All equipment / material items listed within the purchase order shall be delivered by July 25, 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:

FCA – Point of Manufacture, Houston, 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.

AUDUBON ENGINEERING Project Name: Howard Energy - Balance of Plant

PO NO.: 008364-003-PO-G008-0

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-G008-0

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: dcmailboxhouston@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:

25% of total order value upon issuance of PO after receipt of invoice

65% of total order value upon completion after receipt of invoice

10% of total order value upon receipt of Final documentation after receipt of invoice

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:

- <u>Production Schedule.</u> 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.
- <u>Bi-weekly Progress Reports</u>. SELLER shall provide a <u>Bi-weekly Progress Report noting percentage</u> 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 shall submit the documents to the following address:

AUDUBON ENGINEERING Project Name: Howard Energy – Balance of Plant

PO NO.: 008364-003-PO-G008-0

Audubon Engineering

Attn: Nathaniel DuBose, Document Control

10205 Westheimer, Suite 100

Houston, TX 77042 Tel: 713-580-4366 Fax: 281-669-0591

Email: dcmailboxhouston@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: dcmailboxhouston@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, 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.

AUDUBON ENGINEERING Project Name: Howard Energy – Balance of Plant

PO NO.: 008364-003-PO-G008-0

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@aechou.com

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.



TERMS & CONDITIONS

WARRANTY

The Seller warrants all new equipment and other new goods, if installed and operated in a proper manner, against defects in workmanship and material for one year from date of shipment. Warranties and liabilities shall be limited to Buyer, and shall not extend to Buyer's vendees. Seller's liability will not extend beyond the description on the face hereof. Damages caused by chemical reaction, electrolytic action or foreign materials are to be assumed by Buyer, and in no way be considered part of the warranty.

Upon notice of any defect by Buyer, and confirmation by Seller, Seller shall at its option: (a) repair the defective equipment or goods; (b) replace the defective equipment or goods; or (c) return the original purchase price of the defective equipment or goods. Seller's liability shall not exceed the purchase price of the equipment or goods. The Seller shall have the right to furnish all material and/or perform all labor required for the correction of any errors or omissions on the part of the Seller, and no charge will be allowed for any material furnished or labor performed by the Buyer, or others, unless the Seller is given sufficient prior written notice and a written order is issued by the Seller for such material and/or labor. In no event shall Seller be liable for any labor, installation, removal or transportation costs, or for any indirect or consequential or incidental damages (including without limitation loss of profits, business interruption or other pecuniary loss) in connection with the equipment or goods.

TAXES

Any excises, levies, or taxes which the Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, use, consumption or transportation of material covered by this invoice shall be for the account of the Buyer.

SPECIAL FABRICATION

If any equipment or goods shall be manufactured and sold by Seller to meet Buyer's particular specifications or requirements, and is not part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect, and save harmless Seller against all suits at law and from all damage claims and demands for actual or alleged infringement of any United States or Foreign patent, and to defend any suit or actions which may be brought against Seller for any alleged infringement because of the manufacture and sale of such equipment or goods.

TECHNICAL & ENGINEERING SERVICE

Any and all designs, plans, drawings, specifications, and all other technical and engineering services which Seller may have furnished or may hereafter furnish with reference to material on this invoice are furnished solely for the approval of Buyer and its engineers. Seller makes no representation or warranty with respect to the accuracy or sufficiency of any of said drawings, advice or services, whether or not reviewed by Buyer or its representatives.

TITLE

The title and possession of the materials named on this invoice shall remain with the Seller whatever may be the mode of its attachment to realty or other property until all payment hereunder (including deferred payments and any notes or renewals or extension thereof) shall have been full made in cash.

THIRTY DAY RETURN POLICY

A 20% restocking charge will be assessed on all stock items returned in unused and undamaged condition within thirty days from date of purchase. All returns must be accompanied by the original sales receipt, Special order items and steel service center items which are cut or otherwise modified for purchaser are not returnable.

STORAGE FEES

Seller reserves the right to assess storage charges for goods and merchandise remaining at Seller's facility for a period greater than thirty days from the specified delivery date.

CORPORATE OFFICE: Owensboro, Kentucky (270) 685-4400

SUBSIDIARIES:

Rowling Green (270) 781-6905

Audington (319) 754-6577

Elizabethtown (270) 769-1368

Fresno California Texas Kentucky Onto Florida (559) 275-9353 (713) 675-4211 (270) 821-3575 (740) 344-9425 (407) 843-1270

Houston

Madisonville

Newark

Orlando

Owensboro Kentucky (270) 683-5323 Rhome

Modern Custom Fabrication: Fresno, California

ATTACHMENT – B CANCELLATION SCHEDULE

Purchase Order No. 008364-003-PO-G008-0 Sumps

The following rates for cancellation of order, as agreed with Modern Welding Company of Texas shall apply to this Purchase Order:

Percent of Total Order Value	Milestone / Event
10%	After drawings submitted
50%	After receipt of major materials
75%	After fabrication starts
100%	Fabrication 25% or more complete

To the extent there is a conflict between this Exhibit and Section 9 of the Standard Terms and Conditions to Standard Purchase Order, the terms of this Exhibit shall prevail.



HOWARD ENERGY Balance of Plant

Material Requisition Specifications
Sumps

Doc. No.:	008364-003-MR-G008
AEC Job No.:	008364-003
Client AFE:	747-2
Rev No.:	0
Rev. Date:	3/22/2013

MATERIAL REQUISITION SPECIFICATIONS / DATA SHEETS / DRAWINGS

SPECIFICATIONS

REV	DESCRIPTION
1	Audubon Engineering "Vendor Data Requirements"
	REV 1

DATA SHEETS / DRAWINGS

DATA SHEET	REV	DESCRIPTION	
008364-003-SS-G008	0	Scope of Supply	
008364-003-VD-G008	Α	Audubon VDRL Signed Rev A	
008364-003-AIR-G008	0	Audubon Inspection Requirements	
008364-003-DS-M015	0	TK-804 Plant Open Drain Sump Datasheet – Rev 0	
008364-003-DS-M016	0	TK-805 Compressor Drain Sump Datasheet – Rev 0	
008364-003-DS-M017	0	TK-806 Amine Drain Sump Datasheet – Rev 0	
	a 11		



HOWARD ENERGY Balance of Plant

Scope of Supply Sumps

Doc. No.:	008364-003-SS-G008	
AEC Job No.:	008364-003	
Client AFE:	747-2	
Rev No.:	0	
Rev. Date:	3/22/2013	

SCOPE OF SUPPLY

This requisition is composed of the equipment listed hereafter:

Item No.	Tag No.	Description	Unit	Qty.	Price
1	TK-804	One (1) Plant Open Drain Sump – 500 gallon (46" x 6') UL-58 double wall underground storage tank. Tank to be constructed on A-36 carbon steel per UL-58 with 1/16" corrosion allowance on inner tank. To have 1-24" UL manway w/48" proj., 2-4" 150# flg. w/48" proj., 2-2" 150# flg. w/48" proj., and 1-4" 150# flg. w/6" proj. Interior of tank to be bare metal and swept clean. Exterior to be blasted and coated with 100 mils FRP coating per UL-1746. Tank to include 2-steel hold down straps with isolation material – as per quote no. AEC-32013-kk dated 3/20/2013.	Еа	1	\$17,865.00
2	TK-805	One (1) Compressor Drain Sump - 500 gallon (46" x 6") UL-58 double wall underground storage tank. Tank to be constructed on A-36 carbon steel per UL-58 with 1/16" corrosion allowance on inner tank. To have 1-24" UL manway w/48" proj., 2-4" 150# flg. w/48" proj., 2-2" 150# flg. w/48" proj., and 1-4" 150# flg. w/6" proj. Interior of tank to be bare metal and swept clean. Exterior to be blasted and coated with 100 mils FRP coating per UL-1746. Tank to include 2-steel hold down straps with isolation material – as per quote no. AEC-32013-kk dated 3/20/2013.	Еа	1	\$ 17,865.00
3	TK-806	One (1) Amine Drain Sump – 500 gallon (46" x 6') UL-58 double wall underground storage tank. Tank to be constructed on A-36 carbon steel per UL-58 with 1/16" corrosion allowance on inner tank. To have 1-24" UL manway w/6" proj., 2-4" 150# flg. w/6" proj., 2-2" 150# flg. w/6" proj., and 1-4" 150# flg. w/6" proj. Interior of tank to be bare metal and swept clean. Exterior to be blasted and coated with 100 mils FRP coating per UL-1746. Tank to include 2-steel hold down straps with isolation material – as per quote no. AEC-32013-kk dated 3/20/2013.	Ea	1	\$ 14,630.00

Item No.	Tag No.	Description	Unit	Qty.	Price
		TOTAL:			\$50,360.00

REV.	DATE	STATUS	WRITTEN BY (name & sign) IENT REVISIONS	(name & sign)	APPROVED BY (name & sign)
A	1/28/2013	ISSUED AS AN REQ PACKAGE	VY	PM	GJM
0	3/22/2013	ISSUED AS A PO PACKAGE	VY	РМ	GJM
			,		



VENDOR DATA REQUIREMENTS

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

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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.



VENDOR DATA REQUIREMENTS

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VENDOR DATA REQUIREMENTS

Doc. No.:	SEP-DC-0052
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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.



VENDOR DATA REQUIREMENTS

Doc. No.:	SEP-DC-0052
Rev. No.:	1
Rev. Date:	05-Sep-2012
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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.co

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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.

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



VENDOR DATA REQUIREMENTS

Doc. No.:	SEP-DC-0052
Rev. No.:	1
Rev. Date:	05-Sep-2012
Page No.:	5 of 6

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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.



VENDOR DATA REQUIREMENTS

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

Printed: 1/25/2013 1:50 PM

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	Ву	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	МВ		



VENDOR DATA REQUIREMENTS LIST (VDRL) - SUMPS

Client:	Howard Energy	Document No.:	008364-003-VD-G008
Project Name:	Balance of Plant	Rev. No.:	Α
Project No.:	008364-003	Revision Date:	2/7/13
Specification No.:	VDRL	Written By:	KSH
Checked By:	VY	Approved By:	PM

,	ot 11011	110110111 2 1101 27770			=/ . / . 0			
Specification No.: VDRL Checked By: VY				en By:	KSH			
				Appr	oved By:	PM		
		or document completion and include E = Electronic format (compact disc)	In final data.		·			
Legena.	0 - I miled formati	E - Proofforms to meet foombeer also)	Proposal	Vendor	FOR A	PPROVAL / CONSTR	RUCTION	Include in
CODE		DESCRIPTION	Preliminary Copies	Promise Date for Approval	Approval Copies	Weeks ARO	AFC Copies	Final Data Book
AA01	Final Data Book – Operation and Mai	Manufacturing, Installation, ntenance Data N/A			1E	_	-	1E + 3C
GD02	document, drawing submitted to fulfill t Including submissi	verables Register - List every y, calculation, manual, etc., to be the requirements of this VDRL. on dates, whether for information or nual reference. To be updated on a			1E	2 wks		



VENDOR DATA REQUIREMENTS LIST (VDRL) - SUMPS

Legend:	C = Printed format; E = Electronic format (compact disc)						
:		Pronosal	roposal Vendor Promise = Copies Date for Approval	FOR APPROVAL / CONSTRUCTION			Include in
CODE	DESCRIPTION	Prellminary		Approval Copies	Weeks ARO	AFC Coples	Final Data Book
QM02	Welding Procedure Specification (WPS) - specification (including repair procedures) in the format in ASME section ix qw-482 or similar. These shall be submitted prior to welding operations for approval. N/A PER UL-58			1 E	2 wks		Y
QM03	Welding Procedures Qualification Record (WPQR) - qualification record applicable to the approved welding procedure (WPS). In the format suggested in ASME section ix qw-483 or similar. N/A PER UL-58			1E	2 wks		Y
QM04	Lift Lug Load Test Results N/A						Υ
QM15	Hydro Test / Pneumatic/Vacuum Charts and Leak-test Results N/A PENUMATIC ONLY						Y
QM18	Surface Preparation and Coating Reports - detailing type of preparation and coating and measured DFT						Υ
QM27	Hydro-test / Pneumatic Testing Procedures - appropriate to the prescribed specification and code. Procedures should state the minimum holding time, including flushing and cleaning, PENUMATIC ONLY			1E	2 wks		Y
QM29	Paint and Surface Preparation Procedure			1E	2 wks		Υ

SIGNATURES						
Signature(s) belo	w indicate acceptance of origina	ll and/or modifications to this VDRL.				
Representative	Signature	Printed Name	Date			
Vendor:	Kirk Killingsworth	Kirk Killingsworth				
Audubon:	Ly	Prashant Malik	3/27/13			

Total Flexibility. Total Solutions.

(Company Address) (Company Registration No.)

Document No.: Project No.: Project Name:

008364-003-AIR-G008 008364-003

008364-PO-G008 Balance of Plant Howard Energy Purchase Order:

Client:

Tag No.:

Description		PM Issued for RFQ	PM Issued for PO	
ypp'd		МЧ	PM	
Chk'd App'd		٨٨	W	
By	dd-Mmm-yyyy	KSH	KSH	
Date		7-Feb-13	25-Mar-13	
Rev.		A	0	

AUDUBON INSPECTION REQUIREMENTS
SUMPS

		Audubon	Initial &	Eug.	Initial &	Client	Initial &	
SEC.	INSPECTION ITEM	Insp. Code	Date	Insp. Code	Date	Insp. Code	Date	Remarks/Acceptance Criteria
1.0	Pre-Fabrication Meeting	N/A						
2.0	Engineering							
2.1	2.1 Drawings Approved	æ				}		Verify use of latest Audubon approved documents
3.0	Fabrication Procedures/Qualifications							
3.1	3.1 Welding Procedures N/A	ď						N/A WELDING PER UL-58
4.0	Materials							
4.1	4.1 Materials of Construction	Ж						
5.0	Fabrication							Construction per UL58
5.1	5.1 In-Process Welding	-						Make an In-Process visit to check welding
5.2	5.2 Flange Ratings & Flange Finish	-						111111111111111111111111111111111111111
5.3	5.3 Final Dimensional Check	_						Use Latest Revision of Drawing.
	Nozzle Projections	-						See Note on Data Sheets
		·						
6.0	Testing							UL58
6.1	6.1 Leak Test-Primary & Secondary Containment	l,R						
6.2	6.2 Vacuum Testing	I,R						
2.0	Manufacturer's Data-Final Review							
7.1	7.1 Material Test Reports or Certificates of Compliance	Я						
7.2	7.2 Certificates of Test	ĸ						
7.3	7.3 Nameplate Facsimile (Stamping Correct) N/A	ĸ						N/A UL-58 LABLE ONLY
8.0	Coatings (Internal / External)							
∞,	8.1 Surface Preparation (Blast Profile)	œ						
8.2	8.2 External Glass Coating	I						
9.0	Shipping Preparation							
9.1	9.1 Nameplate Attached N/A	_						N/A UL-58 LABLE ONLY
9.2	9.2 Issue Inspection Release Certificate	Н						

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andubon

008364-003-AIR-G008 Balance of Plant 008364-003 Document No.: Project Name: Project No.:

Description

Chk'd App'd

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Date

Rev.

PM Issued for RFQ PM Issued for PO

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KSH KSH

25-Mar-13 7-Feb-13

⋖ 0

dd-Mmm-yyyy

Howard Energy Client:

008364-PO-G008 Purchase Order:

(Company Address) (Company Registration No.)

TK-804, TK-805, TK-806 Tag No.:

AUDUBON INSPECTION REQUIREMENTS

SUMPS

	Remarks/Acceptance Criteria
Initial &	Date
Client	Insp. Code
Initial &	Date
Eng.	Insp. Code
Initial &	Date
Audubon	Insp. Code
	INSPECTION ITEM

Inspection Code Definitions:

SEC.

O = Observe:

Do not proceed past hold/witness point without Audubon Inspector's, Audubon Engineer's, or Audubon Client's inspection, as applicable. H = Hold/Witness:

Unless otherwise noted, 100% inspection is to be performed [Five- (5) day written notification required.]

Audubon to be notified of observation point, proceed if Audubon Inspector is not available. Unless otherwise noted, 100% inspection

is to be performed by the Audubon Inspector, if available. [Five- (5) day written notification required.]

Review supporting documents only. R = Review: Inspect on a random basis to assure compliance with specifications, drawings, data sheets, and/or applicable I = Inspect:

acceptance standards. Normally, random inspections should be performed on first operations.

, , ×					QUIPN	MENT D	ATA SHE	ET				
audubon							-003-DS-M0					
CUSTOMER:	HOWARD ENERGY	Y DARTNERS					008364-003	10		TAG#:		TK-804
PLANT NAME:	200 MMSCFD REV		-	.NT			3/21/2013			REVISION:		
PLANT LOCATION:	FREER, TEXAS	CIECE 1 1100		1111	PREF	PARED BY:				CASE:		DESIGN
SERVICE:	PLANT OPEN DRA	IN SUMP				ECKED BY:					-	
MANUFACTURED BY:	MODERN WELDIN		OF TEXAS.	INC.	1	PAGE:		1		OF		₁
					ESIGN D	ATA						
SIZE / CAPACITY:		46" x 6' / 50	00 GAL			CORROSI	ON ALLOWAN	CE (IN):	1/16	6" for CS		
ODE:		UL				IMPACT T	EST:		PEF	RCODE		
ESIGN PRESSURE:		ATMOSPH				JOINT EF	FICIENCY:		PER	CODE		
PERATING PRESSURI	E :	ATMOSPH	ERIC			HYDROTE				CODE		
LEVATION (FT):		800				RADIOGR			. 11.	CODE		
VIND LOAD (MPH):		100					L SPECIFICATI	ON:		/EXTERNA	L GLASS	COATED
EISMIC DESIGN CATE	GORY:	1 '	ASCE 2005			INSULATION			NOI			
L LABEL		REQUIRE					ON MATERIAL		N/A			· · · · · · · · · · · · · · · · · · ·
ESIGN CODE:		UL 58, 174	6 Part III		_		PREPARATIO			R U/L		
IINIMÜM AMBIENT:		_. 12°F				PAINT SPECIFICATIONS: INTERNAL LINING:				COATING	<u> </u>	
		ODIES			1	INTERNAL	_ LINING:	MV221 .	N/A	-		
DIDAL OTAPINAL	ACCESS			_ 	ITC.	1 ^-	DIMOE		E SCHEE		Two	I REMARKS
PIRAL STAIRWAY		NO NO			ITEM N-1	INLET	ERVICE	NO.	SIZE 4"	RATING 150#		W/DIP TUBE
IANDRAIL VALKWAY		NO			N-1 N-2	LIQUID OL	ITI ET	1 1	4"	150#	RFSO	W/DIP TUBE
VALKWAY		NO	· · · - —-		N-2 N-3		TIAL MONITOR	-	2"	150#	RFSO	VVI DIF TUBE
LATFORM		NO			N-4	LEVEL	HAL MONTON	1	2"	150#	RFSO	
ADDER		NO			N-5	SPARE		1	4"	150#	RFSO	
RAW OFF SUMP		NO			MW-1	MANWAY		1	24"	150#		W/ BLIND
OLT DOOR SHEET		NO				1707 31 77 77 7					50	
OOF DRAINS		NO			1	<u>;</u>		 		 	 	i
						i 				1		
XI. GAUGE BOARD		NO				!			į	i		1
		NO NO	<u> </u>									!
EXT. GAUGE BOARD HEATING COILS COOLING COILS	MW-	NO NO				4.5	N.1	N-2)	N.4			
EATING COILS		NO NO			N	I-5 (N-1	N-2 (N-4 	ARANCI	<u>-</u>	GRADE
Note 10		NO NO			- 6' -	i-5 (N-1		Ŧ	·	<u>-</u>	GRADE
EATING COILS COLING COILS Note 10 48"		NO NO			- 6'	F	N-1		Ŧ	·	<u>-</u>	GRADE
ABRICATOR TO BE HELD I TANK TO BE HELD CLEAN INSIDE ANI PROTECT ALL OPE FABRICATOR TO II TANK TO BE HORI ALL TANK TO BE HORI TANK TO BE HELD TANK TO BE HORI TANK TO	DOWN BY FIBERGE DOUT PRIOR TO PA ENINGS FOR SHIPM NCLUDE LIFTING LU TURNISH GROUNDIN ZONTAL UNDERGRI BLE WALL FOR UND COMPATIBLE WITH	ASS STRAP AINTING. ENT. JGS ON VES NG LUG OFF OUND UNIT, ERGROUND LUBE OILS, I	SEL. OF MW NOZ ACCESS HA USE. INTER	ZLE AT 6" DOW TCH & NOZZLES RSTITIAL CAVITY PROPANE, AMI	NOTES INSULATIN	LANGE. SHOULD BE ACULM TES	FRIC MATERIA HOULD BE 1/2*	L (IF REQU	2" CLE	ARANCI	E STRAP F	ROM TANK.
ABRICATOR TO BE HELD I TANK TO BE HELD CLEAN INSIDE ANI PROTECT ALL OPE FABRICATOR TO II TANK TO BE HORI ALL TANK TO BE HORI TANK TO BE HELD TANK TO BE HORI TANK TO	DOWN BY FIBERGE DOUT PRIOR TO PA ENINGS FOR SHIPM NCLUDE LIFTING LU TURNISH GROUNDIN ZONTAL UNDERGRI BLE WALL FOR UND COMPATIBLE WITH	ASS STRAP AINTING. ENT. JGS ON VES NG LUG OFF OUND UNIT, ERGROUND LUBE OILS, I	SEL. OF MW NOZ ACCESS HA USE. INTER	ZLE AT 6" DOW TCH & NOZZLES RSTITIAL CAVITY PROPANE, AMI	NOTES INSULATIN	LANGE. SHOULD BE ACULM TES	FRIC MATERIA HOULD BE 1/2*	L (IF REQU	2" CLE	ARANCI	E STRAP F	ROM TANK.
ABRICATOR TO IT TANK TO BE HELD CLEAN INSIDE ANI PROTECT ALL OPE FABRICATOR TO IT TANK TO BE HORI ANI ANI ANI ANI ANI ANI ANI ANI ANI A	DOWN BY FIBERGI DOUT PRIOR TO PA ENINGS FOR SHIPM NCLUDE LIFTING LU TURNISH GROUNDING ZONTAL UNDERGRI BLE WALL FOR UND COMPATIBLE WITH PROJECTION W/ EX	ASS STRAP ANTING. ENT. JGS ON VES G LUG OFF OUND UNIT, ERGROUND LUBE CILS, ICEPTION OF	SEL. OF MW NOZ ACCESS HA USE. INTER IC LIQUIDS, F N1 WHICH	ZLE AT 6" DOW TCH & NOZZLES RSTITIAL CAVITY PROPANE, AMI SHOULD BE MIN	NOTES INSULATIN	LANGE. SHOULD BE ACULM TES	FRIC MATERIA HOULD BE 1/2*	L (IF REQU	2" CLE	ARANCI	E STRAP F	ROM TANK.

× **EQUIPMENT DATA SHEET** audubon DS DOC# 008364-003-DS-M016 CUSTOMER: HOWARD ENERGY PARTNERS JÖB NÜMBER: 008364-003 TAG#: TK-805 REVISION: 200 MMSCFD REVEILLE PROCESSING PLANT DATE: 3/22/2013 0 PLANT NAME: PLANT LOCATION: FREER, TEXAS PREPARED BY: BMM CASE: DESIGN CHECKED BY: MKJ SERVICE: COMPRESSOR DRAIN SUMP OF MODERN WELDING COMOPANY OF TEXAS, INC. MANUFACTURED BY: PAGE: **DESIGN DATA** 1/16" for CS CORROSION ALLOWANCE (IN): SIZE / CAPACITY: 46" x 6' / 500 GAL ÜL IMPACT TEST: PER CODE CODE: DESIGN PRESSURE ATMOSPHERIC JOINT EFFICIENCY: PER CODE OPERATING PRESSURE: ATMOSPHERIC HYDROTEST: PER CODE RADIOGRAPH: PER CODE ELEVATION (FT): 800 MATERIAL SPECIFICATION: CS / EXTERNAL GLASS COATED WIND LOAD (MPH): 100 SEISMIC DESIGN CATEGORY: 0, AS PER ASCE 2005 INSULATION: NONE INSULATION MATERIAL: N/A UL LABEL REQUIRED SURFACE PREPARATIONS: PER CODE DESIGN CODE: UL 58, 1746 Part III MINIMUM AMBIENT: PAINT SPECIFICATIONS: FRP COATING INTERNAL LINING: N/A NOZZLE SCHEDULE **ACCESSORIES** REMARKS ITEM SERVICE NO. SIZE | RATING SPIRAL STAIRWAY :NO 4" 150# RFSO : W/DIP TUBE NO N-1 INLET 1 HANDRAIL WALKWAY NO N-2 LIQUID OUTLET 1 4" 150# RFSO :W/ DIP TUBE 2" 150# **RFSO** NO N-3 INTERSTITIAL MONITOR ROLLING LADDER **RFSO** 2" PLATFORM NO N-4 ILEVEL 150# SPARE 4" 150# **RFSO** LADDER NO N-5 24 MANWAY 150# RFSO W/ BLIND DRAW OFF SUMP NO MW-1 BOLT DOOR SHEET NO ROOF DRAINS NO EXT. GAUGE BOARD NO HEATING COILS NO COOLING COILS NO MW-1 N-5 N-2 N-1 N-4 N-3 Note 10 ZΝ GRADE 48" 46" 2" CLEARANCE NOTES: TANK TO BE HELD DOWN BY FIBERGLASS STRAPS OR STEEL STRAPS WITH INSULATING DIELECTRIC MATERIAL (IF REQUIRED) SEPARATING STRAP FROM TANK. CLEAN INSIDE AND OUT PRIOR TO PAINTING. PROTECT ALL OPENINGS FOR SHIPMENT. 3. FABRICATOR TO INCLUDE LIFTING LUGS ON VESSEL. 4. 5. FABRICATOR TO FURNISH GROUNDING LUG OFF OF MW NOZZLE AT 6" DOWN FROM FLANGE. SHOULD BE 1/2" THICK AND HAVE 1/2" - 13 UNC TAPPED HOLE TANK TO BE HORIZONTAL UNDERGROUND UNIT, ACCESS HATCH & NOZZLES TO EXTEND 6" ABOVE GRADE. TANK TO BE DOUBLE WALL FOR UNDERGROUND USE. INTERSTITIAL CAVITY TO BE VACUUM TESTED. 9. MATERIAL TO BE COMPATIBLE WITH LUBE OILS, COOLANT, HC LIQUIDS, PROPANE, AMINE, ETC. ALL NOZZLES 48" PROJECTION W/ EXCEPTION OF N1 WHICH SHOULD BE MINIMUM PROJECT.

0

3/22/2013

REVISION

ENGINEER/DATE

ISSUED FOR

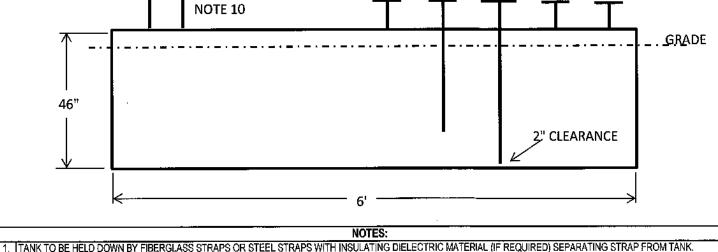
Α

FOR RFQ

MKJ

2/6/2013

× **EQUIPMENT DATA SHEET** audubon DS DOC# 008364-003-DS-M017 HOWARD ENERGY PARTNERS JOB NUMBER: 008364-003 TAG#: K-806 CUSTOMER: 200 MMSCFO REVEILLE PROCESSING PLANT DATE: 3/22/2013 REVISION: PLANT NAME: PLANT LOCATION: DESIGN FREER, TEXAS PREPARED BY: BMM CASE: SERVICE: AMINE DRAIN SUMP CHECKED BY: MKJ MODERN WELDING COMPANY OF TEXAS, INC. MANUFACTURED BY: QF 1 PAGE: **DESIGN DATA** 46" x 6' / 500 GAL SIZE / CAPACITY: CORROSION ALLOWANCE (IN): 1/16 NONE CODE: IMPACT TEST: 8 OZ / IN2 PRESS / 1/2 OZ / IN2 VAC DESIGN PRESSURE: JOINT EFFICIENCY: NONE OPERATING PRESSURE: 5 - 7 QZ / IN2 HYDROTEST: LEAK TEST RADIOGRAPH: NONE ELEVATION (FT): 800 CS / EXTERNAL GLASS COATED WIND LOAD (MPH) 100 MATERIAL SPECIFICATION: SEISMIC DESIGN CATEGORY: 0, AS PER ASCE 2005 INSULATION: NONE INSULATION MATERIAL: UL LABEL REQUIRED N/A PER CODE UL 58, 1746 Part III DESIGN CODE: SURFACE PREPARATIONS: FRP COATED PAINT SPECIFICATIONS: MINIMUM AMBIENT: 12°F INTERNAL LINING: **ACCESSORIES NOZZLE SCHEDULE** SPIRAL STAIRWAY ITEM SERVICE NO. SIZE RATING TYPE REMARKS NO 4" 150# RFSO W/ DIP TUBE HANDRAIL NO N-1 LIQUID INLET 1 LIQUID OUTLET 2" 150# RFSO W/ DIP TUBE WALKWAY NO N-2 1 NO INTERSTITIAL MONITOR 2" 150# **RFSO** ROLLING LADDER N-3 PLATFORM NÖ !PVRV 1 4" 150# **RFSO RFSO** SPARE 4" 150# LADDER ΝQ N-5 1 DRAW OFF SUMP NO NO BOLT DOOR SHEET RFSO W/ BLIND ROOF DRAINS NO MW-1 MANWAY 24" 150# 1 EXT. GAUGE BOARD NΩ HEATING COILS NO COOLING COILS NO MW-1 N-2 N-1 N-4 N-3 NOTE 10



3.	PROTECT ALL OPE	NINGS FOR SH	IPMENT.							
4.	FABRICATOR TO IN	CLUDE LIFTING	LUGS ON VES	SSEL.						
	DELETED								 	
	FABRICATOR TO FL							 	 	
	TANK TO BE HORIZ									
	TANK TO BE DOUBL						MITESTED.	 	 	
9.	MATERIAL TO BE C	OMPATIBLE WI	TH LUBE OILS,	HC LIQUIDS, PR	OPANE, AMINE	, ETC.			 	
10.	MINIMUM PROJECT	TON ON ALL NO	DZZLES							
	REVISION		4	0]
	ENGINEER/DATE	MKJ	2/6/2013	VY	3/22/2013					
	ISSUED FOR	FOR	RFQ	FOR	PO					

2. CLEAN INSIDE AND OUT PRIOR TO PAINTING.