

### Execution Strategy – CP Inspections:

MATCOR will proceed as follows:

- Mobilize a CP Technician with required hand tools and instrumentation to client's facility from our Chalfont PA location to conduct CP inspections at the identified facility; *allow one (1) on-site day unless prior additional days are approved per PO.*
- Client will provide an escort familiar with the CP assets requiring inspection and ensure access to the facilities for all work.
- CP technician will provide evaluations and documentation of the operation and condition of CP assets inclusive of (time permitting):
  - Rectifier settings, output voltage/current, and general condition.
  - Pipe-to-soil (P/S) AC and DC potential measurement at identified test points.
  - On/Instant-off P/S will be measured where possible by interruption of the rectifier or disconnection and interruption of galvanic anodes system.
  - Static (no interruption or disconnection) P/S potentials will be measured where interruption is not feasible.
  - *Determination of "native" (depolarized with no CP applied) is not inclusive as it is time sensitive; 100 mV depolarization may in some cases be possible if applicable.*
  - Where possible – measure galvanic anode current output.
  - Evaluate isolation flange/bushing efficiency.
  - Note all observed deficiencies or assets in disrepair.
- *Troubleshooting and repair time are not inclusive in the pricing and will be invoiced per attached Rate Sheet for Client approved additional labor. Repair materials will be provided on a Cost-Plus basis.*
- A final technical report inclusive of all data will be prepared inclusive of any pertinent recommendations for additional evaluations or remediation and routine maintenance and monitoring of the CP systems at the facilities.

### Required Investment:

MATCOR proposes to conduct the CP Inspections and Final Report for the special **Lump Sum Price of \$1,500.00.**

- ***A separate Proposal will be provided for any Services with an agreed upon Scope of Work duration in excess of 1-day or crew size in excess of one Technician. Pricing for such will be determined after first applying \$1500 for one Technician 1-day and Report fee.***

### Clarifications:

1. Scope and pricing based on continuous, sequential Work Schedule. Delays or modifications to the work scope will be charged at current rate sheet. Site-Specific Orientation or Safety Training is billable.
2. Price includes all equipment, vehicle, and travel expenses.
3. Pricing does not include any federal, state or local sales taxes.
4. MATCOR terms are Net 30 on all invoices. Terms and conditions to be based upon MATCOR Standard Terms and Conditions (attached) or applicable MSA.
5. All information contained in this document is valid for 30 days from the date of publication.

### Schedule of Technical Services Rates - Effective February 2017

	Standard Billing Rates		
	Straight Time	Over Time	Expenses
	<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Diem</u>
<b><u>Technical Personnel</u></b>			
<b><u>Engineering &amp; Technical Services</u></b>			
Principal Engineer	\$ 232.00	\$ 300.00	\$ 190.00
CP IV	\$ 191.00	\$ 250.00	\$ 190.00
CP III	\$ 171.00	\$ 220.00	\$ 190.00
CP II	\$ 121.00	\$ 155.00	\$ 160.00
CP Senior Technician	\$ 121.00	\$ 155.00	\$ 160.00
CP I	\$ 98.00	\$ 125.00	\$ 160.00
CIP I	\$ 88.00	\$ 115.00	\$ 160.00
Leak Detection Technician	\$ 83.00	\$ 110.00	\$ 160.00
Technician Assistant	\$ 73.00	\$ 95.00	\$ 160.00
<b><u>Drafting &amp; Clerical Services</u></b>			
Drafting / CAD / Computer Data Processor	104	\$ 100.00	
Word Processing /Clerical	57	\$ 55.00	
<b><u>Vehicles</u></b>			
	Straight Time	Over Time	
	<u>Per Hour</u>	<u>Per Hour</u>	
4WD Truck with Tools	\$ 35.00	\$ 35.00	
1 Ton Pickup	\$ 40.00	\$ 40.00	
ATV / Quad	\$ 80.00	\$ 80.00	

#### Notes:

- 1) Personnel rates includes the use of instrumentation, equipment, tools as required for all normal field activities, all payroll, insurance, benefits, overhead, state and federal taxes.
- 2) Rates are based on an 8 hour day. A minimum of 1/2 day will be charged. Premium charges will be invoiced for weekends, holidays, or overtime.
- 3) Vehicle rates include all mileage, equipment maintenance, operating costs, insurance and taxes.
- 4) Rental Equipment - will be charged at Cost + 15%
- 5) Commercial Transportation - (Airlines, rental transportation, tolls, etc.) Cost + 15%
- 6) Materials & Subcontract Services - Cost + 15%
- 7) Standby Rate: Work stoppage beyond MATCOR's control (weather, ROW problems, client directive) shall be billed per above rate sheet costs not to exceed 8 hrs/day.

## **MATCOR Standard Terms & Conditions**

1. **CONTRACT EFFECTIVENESS.** Price quotations set out in these Terms or MATCOR's proposal remain valid for 30 days. These Terms are conditioned upon MATCOR's approval of Customer's credit.
2. **TEMPORARY FACILITIES AND OTHER SUPPORT ITEMS.** Customer shall supply and pay for (unless the scope of work expressly assigns to MATCOR): flagmen, temporary barriers, signs, traffic control devices, safety nets, permits, lights (and all other similar items that may be required by law), electrical power, water, lighting, other utilities, washrooms, dumpsters, lunch areas, toilets, parking and security for the jobsite.
3. **PRICE.** The price for materials, equipment or services is *exclusive* of all taxes and costs of freight or transportation to the jobsite. The price for any materials, equipment or services shall be increased based upon:
  - a. any increase in wage rates including, as well as any governmental assessment affecting wages or increases in insurance costs and rental rates;
  - b. any equipment damaged or lost pursuant to Paragraph 24; and
  - c. any additional materials, equipment or services provided pursuant to Paragraph 6.
4. **NO RETENTION.** Payments to MATCOR are not subject to retention (unless expressly required by law).
5. **PAYMENT.** Payment for materials or equipment rented or purchased shall be due MATCOR 30 days after its invoice date, and for all labor and technical services 15 days after its invoice date. Different payment terms must be agreed to by MATCOR in writing. All late payments shall bear interest at the lower of 12% per annum or the highest legal rate. Payment for MATCOR's work shall not be conditioned upon receipt of payment from anyone else.
6. **DEFAULT AND TERMINATION.** Customer is in default if it fails to make any payment as provided herein, becomes insolvent or bankrupt, or breaches any provision of these Terms. Upon default, MATCOR may, without notice and without prejudice to its other remedies, immediately terminate these Terms, take possession of the equipment and materials without notice or becoming liable for trespass, and recover all monies due and owing to MATCOR, including any expenses incurred in recovering the equipment and materials and any rentals, services and other charges incurred after termination. Customer will pay on demand all such costs, charges, and expenses, including reasonable legal expenses, incurred in retaking possession of the materials or equipment and/or in the collection of any monies which may be due and owing to MATCOR by Customer.
7. **ENTIRE AGREEMENT.** These Terms contains the entire agreement between the parties. There are no other agreements, conditions, representations, or warranties. Prior course of dealing between the parties and usage of trade are not relevant or admissible to supplement, explain or vary any provision hereof. No other contract, specification, drawing or other item shall be incorporated into these Terms or be binding on MATCOR unless it agrees in writing. Customer's request for commencement of performance shall be deemed acceptance by Customer of these Terms.
8. **WAIVER OF DAMAGES.** Neither party is liable to the other party for lost profits or revenue or indirect, incidental, liquidated or consequential damages arising out of these Terms or the performance of the work.
9. **NOTICE.** Any notice or other communication required hereunder must be sent by (1) first class mail, return receipt requested, to the address of the party listed or any other address communicated in writing by one party to the other or (2) email with confirmation of receipt.
10. **WAIVER OF SUBROGATION.** To the extent of its indemnity obligations, each party waives any right of subrogation against the other party to recover for any loss, damage or injury.
11. **CLAIMS.** All potential claims for losses, damages, back charges or offsets by Customer shall be submitted to MATCOR in writing within 15 days of first discovery. If Customer fails to provide such timely, written notice, MATCOR will be prejudiced in its ability to inspect and correct any problems. Accordingly, claims not made in accordance with this paragraph are waived.
12. **EMERGENCIES.** In the event of an accident or incident causing death, bodily injury or product failure involving or related to MATCOR's materials, equipment or services, Customer agrees to immediately notify MATCOR, allowing it immediate access to the site to perform its own reasonable tests, analysis or investigation.
13. **INDEMNITY.** To the extent permitted by law, each party as Indemnitor shall defend, indemnify and hold harmless the other party as Indemnitee from any and all claims, actions, expenses, damages, losses and liabilities, including attorneys' fees and expenses, for personal injuries (including death) and/or property damage ("Claims") arising from or in connection with these Terms, or MATCOR's equipment and services, or the use or misuse of MATCOR's equipment, but only to the proportionate extent such Claims are caused by the fault or negligent acts or omissions of the Indemnitor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable.
14. **COMPLIANCE WITH LAWS.** MATCOR and Customer each agree to comply with all applicable governmental laws, rules and regulations ("Laws") and shall defend and indemnify the other party for the failure to comply with such Laws.
15. **LAW OF CONTRACT.** The applicable law is the law of the State where the project is located, without regard to its conflicts of law provisions.
16. **TECHNICAL INFORMATION.** Where MATCOR has provided Customer technical data, drawings, information or specifications for use of materials or equipment, the following conditions apply:
  - a. Customer agrees to defend, indemnify and hold MATCOR harmless from liability for Claims sustained by reason of deviation in whole or part from such technical information.
  - b. all technical information remains the property of MATCOR and may not be used on any other project of any kind and nature without the express written consent of MATCOR.
  - c. assembly drawings will be charged at \$100.00 per hour.
  - d. all notes, note sheets, specifications, and other information provided with MATCOR's drawings are part of these Terms.
17. **INSURANCE.** Each party shall purchase and maintain at its expense the following minimum insurance: WORKER'S COMPENSATION insurance, including occupational disease, as prescribed by applicable law, and Employer's Liability with a limit of not less than \$500,000 per occurrence; COMPREHENSIVE AUTOMOBILE LIABILITY insurance, which shall include coverage for all owned, non-owned, hired or leased vehicles, with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage; and COMPREHENSIVE GENERAL LIABILITY insurance for bodily injury and property damage with a combined single limit of not less than \$2,000,000 per occurrence. Such coverage is not intended to limit the obligations hereunder and therefore, the adequacy of limits shall be determined by each party.
18. **WARRANTY.** MATCOR shall provide services with the care and skill ordinarily used by similar persons operating under similar circumstances. For services performed by MATCOR, MATCOR provides a one year warranty on its services. For product purchased from MATCOR, please see the attached warranty, which is in lieu of all others. Warranty for products from others is as provided by the product's manufacturer. MATCOR shall not be responsible for any Claims or demand in respect to any Technical information, opinion, data, drawings or specifications not marked or stamped by a Professional Engineer engaged by MATCOR. **MATCOR makes no implied warranties, including the implied warranties of merchantability or fitness for a particular purpose. All implied warranties are waived by Customer.**

### **MATCOR Standard Terms & Conditions**

19. **INFORMATION SUPPLIED BY OTHERS.** To perform its services, MATCOR shall be entitled to rely upon information supplied by or through Customer. Customer warrants that the information supplied to MATCOR is accurate, complete, and appropriate for the Project and MATCOR's scope of work. Customer agrees to defend, indemnify and hold MATCOR harmless from, any and all Claims arising out of or related to any error or inaccuracy or defect in the information supplied to MATCOR by Customer or on Customer's behalf.
20. **SCOPE OF SERVICES.** MATCOR shall provide services as outlined in the attached proposal. In performing these services, MATCOR shall supervise its own employees' and agents' work only. MATCOR shall not supervise, direct or control the work of others or have a right to control the means, methods, techniques, or sequences of engineering, design or construction by others.
21. **MISCELLANEOUS.** Each party is precluded from assigning these Terms in any manner whatsoever. In the event any provision or condition of these Terms is held to be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remainder of the Terms. These Terms shall inure to the benefit of and be binding upon the parties and their successors. Each party agrees to execute any further documents necessary to carry out the purpose of these Terms.
22. **DAMAGE FOR DELAYS.** Notwithstanding any other provisions to the contrary, MATCOR may recover delay damages caused by persons other than MATCOR or events beyond MATCOR's control.
23. **SUBSTITUTION OF MATERIALS OR EQUIPMENT.** In the event the materials or equipment set forth in MATCOR's proposal are unavailable in time to support Customer's work schedule, MATCOR reserves the right to substitute materials or equipment that perform the same function.
24. **LOSS OR DAMAGE TO MATERIALS OR EQUIPMENT.** Customer is responsible for all loss or damage to all materials and equipment in its possession or control. The materials and equipment are in Customer's possession from the time received by Customer until the time they are returned to MATCOR's yard. All shortages and damages to materials or equipment in Customer's possession will be charged to and paid by Customer at MATCOR's then current list price, or such other rate agreed between MATCOR and Customer in writing, at the time such loss or damage is discovered by MATCOR.
25. **INSPECTION.** Upon receipt, Customer shall inspect the materials' condition and quantity. If the material count is incorrect or materials are received in damaged condition, Customer shall notify MATCOR in writing within 24 hours. If Customer does not inspect and count the materials when received, Customer is conclusively deemed to have accepted the quantity of material shown in MATCOR's shipping documents and that the materials are in good operating and marketable condition, and fit for use.
26. **TITLE.** Title to materials and risk of loss of the same, pass to Customer at time of shipment. Title to equipment, shall at all times and at all places, remain with MATCOR. The equipment shall not, without prior written consent of MATCOR, be removed from the site designated by Customer at the time of shipment and shall not be intermingled, connected or used with any equipment of others. MATCOR shall have the right, at any time, to file or register its ownership, interest and/or title in or to the equipment as permitted by law.
27. **ACCESS TO THE WORK SITE.** Customer shall obtain all necessary permits or permission for MATCOR to access the site. MATCOR shall receive necessary access to perform the work outlined in its proposal.
28. **LOCATION.** The equipment shall be kept at the location specified, or if not specified, at Customer's address set forth in MATCOR's proposal, and shall not be moved therefrom without MATCOR's prior written consent.