

Supporting Documents

Presented to

EFACEC Engenharia

for

Qualification Questionnaire

Prepared by



July 14, 2010

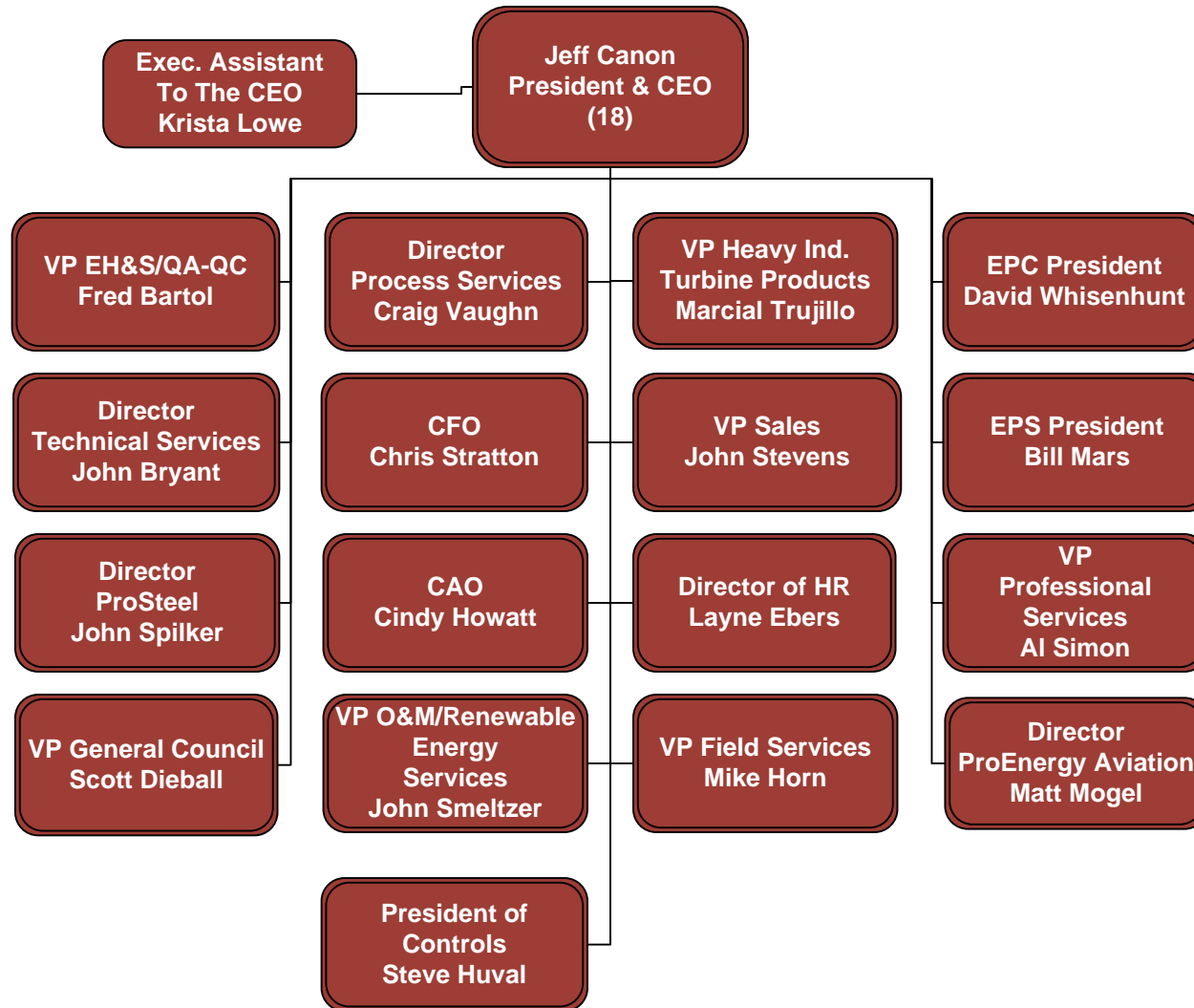
**This document is privileged and contains confidential information intended for use only by
EFACEC Engenharia.**

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Appendix 1

Organizational Chart

Corporate Organization



Appendix 2
QA/QC TOC


	QA / QC Manual	
Policy No.: QAP-00001	Policy Title: Table of Contents	
Date: 08/28/2007	Revision: Draft A	Approved: Richard Wiser

Table of Contents

1. Administrative	Title	Date / Revision
Policy Number QAP-00002	Statement of Authority	08/28/07 – Draft A
Policy Number QAP-00003	Definitions	08/28/07 – Draft A
Policy Number QAP-00004	General Statement	08/28/07 – Draft A
Policy Number QAP-00005	Organizational Chart	08/28/07 – Draft A
Policy Number QAP-01401	Manual/Procedure Implementation	08/28/07 – Draft A
2. Document Control	Title	Date / Revision
Policy Number QAP-01402	Document Control	08/28/07 – Draft A
Policy Number QAP-01403	Processing Third Party Inspection Reports	08/28/07 – Draft A
Policy Number QAP-01404	Control of Measuring and Testing Equipment	08/28/07 – Draft A
Policy Number QAP-01405	Subcontractor Purchased Materials	08/28/07 – Draft A
3. Receiving	Title	Date / Revision
Policy Number QAP-01406	Material Receiving and Control	08/28/07 – Draft A
Policy Number QAP-01407	Storage and Housekeeping	08/28/07 – Draft A
Policy Number QAP-01408	Purchased Material Received	08/28/07 – Draft A
4. Surveillances / Audits	Title	Date / Revision
Policy Number QAP-01409	Quality Assurance Inspection, Surveillance, Audits	08/28/07 – Draft A
Policy Number QAP-01410	Nonconformance	08/28/07 – Draft A
Policy Number QAP-01411	Start-Up Testing, and Commissioning	08/28/07 – Draft A
5. Civil	Title	Date / Revision
Policy Number QAP-02200	Earthwork	08/28/07 – Draft A
Policy Number QAP-03100	Concrete Formwork	08/28/07 – Draft A
Policy Number QAP-03200	Concrete Reinforcement	08/28/07 – Draft A
Policy Number QAP-03300	Concrete Construction	08/28/07 – Draft A

Policy Number QAP-03311
Policy Number QAP-04200

Grout
Masonry Units (Block)

08/28/07 – Draft A
08/28/07 – Draft A

6. Structural

Policy Number QAP-05120
Policy Number QAP-07610
Policy Number QAP-07900
Policy Number QAP-08110
Policy Number QAP-08300
Policy Number QAP-08510
Policy Number QAP-09120
Policy Number QAP-09250
Policy Number QAP-09300
Policy Number QAP-09900
Policy Number QAP-10100
Policy Number QAP-10500
Policy Number QAP-13120
Policy Number QAP-15000
Policy Number QAP-15050

Title

Structural Steel Erection
Metal Siding and Roofing
Joint Sealants
Doors and Frames
Overhead Coiling Doors
Windows (Steel)
Ceiling Suspension Systems
Drywall Partitions
Tiles
Painting (General)
Toilet Partitions
Lockers
Metal Building Systems
Thermal Protection
Equipment Erection

Date / Revision

08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
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08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A

7. Piping (Fabrication)

Policy Number QAP-15061
Policy Number QAP-15062

Policy Number QAP-15063

Title

Piping Material
Pipe Fabrication
(Carbon Steel)
Piping Fabrication
(Stainless Steel)

Date / Revision

08/28/07 – Draft A

08/28/07 – Draft A
08/28/07 – Draft A

8. Welding

Policy Number QAP-15065

Policy Number QAP-15066
Policy Number QAP-15067

Policy Number QAP-15068

Title

Pre-Welding Pipe
Preparation
Pipe Welding General
Welding of Carbon Steel
Piping
Welding of Stainless Steel
Piping

Date / Revision

08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A

9. Code Welding

Policy Number QAP-15070

Title

ASME / NBIC Code Welding

Date / Revision

08/28/07 – Draft A

10. Piping (I.D. / Cleaning)

Policy Number QAP-15120
Policy Number QAP-15140
Policy Number QAP-15190

Title

Pipe Coating
Pipe Support
Identification of Piping

Date / Revision

08/28/07 – Draft A
08/28/07 – Draft A
08/28/07 – Draft A

11. HVAC / Plumbing

HVAC / Plumbing	Title	Date / Revision
Policy Number QAP-15200	HVAC	08/28/07 – Draft A
Policy Number QAP-15300	Sprinkler Fire Protection	08/28/07 – Draft A
Policy Number QAP-15400	Plumbing	08/28/07 – Draft A
Policy Number QAP-15990	Pipe Cleaning and Testing	08/28/07 – Draft A

12. Electrical

Electrical	Title	Date / Revision
Policy Number QAP-16000	Electrical Work General	08/28/07 – Draft A
Policy Number QAP-16010	Material Receiving	08/28/07 – Draft A
Policy Number QAP-16020	Equipment & Material Protection	08/28/07 – Draft A
Policy Number QAP-16030	Inspection, Measuring, and Test Equipment	08/28/07 – Draft A
Policy Number QAP-16040	Underground Electrical (Duct Banks/Ground Grid/ Manholes and Medium and High Voltage Cable Splicing)	08/28/07 – Draft A
Policy Number QAP-16050	Installation of Conduit and Cable Tray	08/28/07 – Draft A
Policy Number QAP-16060	Motor Control Centers	08/28/07 – Draft A
Policy Number QAP-16070	Switchgear	08/28/07 – Draft A
Policy Number QAP-16080	Electronic Equipment	08/28/07 – Draft A
Policy Number QAP-16090	Batteries and Chargers	08/28/07 – Draft A
Policy Number QAP-16100	Lighting Panels and Transformers	08/28/07 – Draft A
Policy Number QAP-16110	Power Panels	08/28/07 – Draft A
Policy Number QAP-16120	Control and Relay Panels	08/28/07 – Draft A
Policy Number QAP-16130	Cable Pulling	08/28/07 – Draft A
Policy Number QAP-16140	Rotating Equipment	08/28/07 – Draft A
Policy Number QAP-16150	Heat Tracing	08/28/07 – Draft A
Policy Number QAP-16160	Torquing	08/28/07 – Draft A
Policy Number QAP-16170	Meggering and Continuity Test Report	08/28/07 – Draft A
Policy Number QAP-16180	Generator Circuit Breaker, ISO Phase Bus, and Non-Segregated Phase Bus Installation	08/28/07 – Draft A

13. Instrumentation

Instrumentation	Title	Date / Revision
Policy Number QAP-17000	Instrumentation	08/28/07 – Draft A

Appendix 3
Financial Letter

ProEnergy Service, LLC.

Financial Information

ProEnergy Services, LLC, a Missouri based company, is a privately owned company. The owners are actively involved in the day-to-day operations of the company. As a closely held company, they normally do not release their financial statements or their annual audited report. As evidence of our financial soundness, we point to our excellent history and reputation in the power industry. Much of our work over the past seven years has been concentrated in the power industry and ethanol areas. We usually employ between 400 and 500 people, depending on the current project workload.

To enhance our capabilities and to provide more services to our customers, the shareholders of ProEnergy Services, LLC. are also shareholders of the following related entities:

- ProEnergy Crafts, Inc.
- ProEnergy Contracting, Inc.
- ProEnergy Turbine Services, LLC
- ProEnergy Services International, Inc.
- ProEnergy Land, LLC.
- ProSteel Manufacturing, Inc.
- Energy Parts Solutions, LLC.
- ProEnergy EPC Services, LLC

We have no pending or adjudicated criminal or civil cases involving matters of payment or non-payment of any obligations to any client or governmental instrumentality, either domestic or foreign.

ProEnergy Services, LLC and Affiliates, billings for power industry and construction services exceeded \$250 million for the 2009 year. We have always been profitable and currently have an excellent backlog of work for 2010 and beyond.

For references, please feel free to contact Alan R. Wilson at Wilson, Toellner & Associates, L.L.C. (our auditors) at (660) 827-4990, or Roger C. Austin at US Bank (660) 827-7650.

Full financial statements are only available upon request to the following contact:

Chris Stratton, CFO ProEnergy Services, LLC.
2001 ProEnergy Blvd.
Sedalia, MO 65310
(660)829-5100
Email: cstratton@proenergyservices.com

Appendix 4
Certificate of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2009

PRODUCER Phone: 913-341-8998 Fax: 913-341-2923
Cretcher Heartland Incorporated
451 West 107th Street, Third Floor
rland Park KS 66204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ProEnergy Services, LLC
2031 Adams
Sedalia MO 65301

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liability Co

INSURER B: Liberty Mutual Ins Co

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TB2641438988029	9/18/2009	9/18/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	AS2641438988019	9/18/2009	9/18/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	Binder	9/18/2009	9/18/2010	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC7641438988039	9/18/2009	9/18/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate for informational purposes only. Holder specific cert available by request.

CERTIFICATE HOLDER

Sample Certificate
ProEnergy Services
2031 Adams Rd.
Sedalia MO 65301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark A. Men

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Appendix 5
Sample Invoice



"Experience Our Energy"

Company Name
Address
City, State Zip

Please Remit To:
ProEnergy Services
2031 Adams Road
Sedalia, MO 65301

Billing Inquiries, please call:
(660) 829-5100

Customer Number: XXXXXX
Project Name:
Project Number: XXX-XXXX
PO Number: XXXXXX

Invoice #: XXXXXX
Invoice Date: Month/Date/Year
Payment Terms: Net 30 Days

Quantity	Description	Unit Price	Extended Price
	Work Description Work Performed (Dates)		
Straight Time			
HRS	Foreman Pipe Fitters		\$0.00
HRS	Journeyman Pipe Fitters		\$0.00
HRS	Apprentice Pipe Fitters		\$0.00
HRS	Tool Room Attendant		\$0.00
HRS	Time Keeper		\$0.00
HRS	Quality Control Inspector		\$0.00
HRS	Project Manager		\$0.00

Total Amount Due This Invoice

\$

Customer Number: XXXXXX
Project Name:
Project Number: XXX-XXXX
PO Number: XXXXXX

Invoice #: XXXXXX
Invoice Date: Month/Date/Year
Payment Terms: Net 30 Days

Quantity	Description	Unit Price	Extended Price
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Appendix 6 MSC

MASTER SERVICES CONTRACT

Contract No.: 2010-0309

This Master Services Contract entered into this 14th day of July, 2010 by and between **EFACEC Engenharia** ("Company") and **ProEnergy Services LLC** ("ProEnergy").

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Personnel Services. Company retains ProEnergy to provide temporary employees or subcontractors ("Personnel") to perform Services (as defined in Section 2) from time to time for the Company. Each and every Personnel shall be considered an independent contractor of Company and at no time while carrying out the Services shall such Personnel be considered an employee of Company. This Master Services Contract does not authorize ProEnergy to provide any Personnel or to perform any Services for Company, but the terms and conditions hereof shall be considered a part of any and all Company purchase orders or other written authorizations to provide Personnel or Services which may be issued to ProEnergy and shall be deemed incorporated therein by this reference. The term "Contract" as used herein shall collectively mean this Master Services Contract (and any Exhibit hereto), all Company purchase orders or other written authorizations for ProEnergy to provide Personnel or Services, and any written acknowledgement from ProEnergy to the Company to provide said Personnel or Services (but shall not include any pre-printed terms on or referenced in said documents of Company or ProEnergy and the same shall not apply and have no effect).

2. Services. Services are defined as (i) engineering and technical guidance, advice and counsel relating to the work to be performed, (ii) the performance of craftsmen including but not limited to Millwrights, Electricians, Carpenters, Pipefitters, Boilermakers, Ironworkers, and Welders, (iii) any goods, parts or materials designed and fabricated by ProEnergy or one of its subsidiaries or affiliates and incorporated into or used by ProEnergy in carrying out its Services, and (iv) any other work or services performed by Personnel at the request of Company. Services shall be afforded on a temporary basis to Company but exclude (a) any supervision or management of Company's employees, agents, clients or contractors and work performed by said parties and (b) any responsibility for planning, scheduling, or management of the work, unless specifically set forth in a Company purchase order or other written authorization signed by or otherwise agreed to in writing by ProEnergy.

The Services to be provided by ProEnergy will all be in accordance with this Agreement and additionally as mutually agreed to in separate written Task Orders executed by Company and ProEnergy in substantially the form attached as Exhibit "C". Each Task Order shall be subject to and integrated into this Agreement. Consultant may also provide services requested by the Company's various projects located within the territory of the United States under the plant specific purchase order system. The terms and conditions stated herein shall cover any purchase orders requested by various projects involving Company's affiliates.

3. Term. This Contract shall commence as of the date above, shall continue and be effective for an initial term of three (3) years (unless terminated sooner pursuant to the terms of this Contract), and shall automatically continue on a monthly basis unless either party notifies the other party of its election to terminate the Contract.

4. Payment Terms. ProEnergy shall invoice Company weekly for each hour worked at its then current, published rates (unless stipulated otherwise in the Contract), all travel and living expenses, the cost of any materials and goods furnished in connection with the Services, and any other amounts due in accordance with the terms of this Contract (plus a markup on all said expenses and costs of 10%). Each invoice is due ten (10) days from the invoice date without offset, withholding, backcharge or retainage of any kind or nature and is payable in U.S. dollars to the remittance address as specified on the invoice.

For invoice payments not received by ProEnergy within ten (10) calendar days from the invoice date, a late fee of the lesser of 1 ½ % per month or the highest rate allow by applicable law will be assessed and owed by Company. In addition to the foregoing, if Company fails to timely make payment ProEnergy may suspend performance of any and all Services and Company shall be responsible for any added costs related to said suspension. If Company does not correct such failure in a manner and within a time period satisfactory to ProEnergy, then ProEnergy may terminate the Contract in whole or in part and Company shall be responsible for any added costs related to said termination.

ProEnergy shall be responsible for and shall pay when due any and all corporate and individual taxes that are measured by net income or profit imposed by the government of the United States of America or any subdivision thereof (US) on ProEnergy or its Personnel which relate to the Services performed on behalf of Company. Company shall be responsible for and shall pay when due any and all non-US social, personal, individual or corporate taxes and any other US or non-US taxes, duties, fees or other charges (including ad valorem, consumption, excise, franchise, gross receipts, import, license, property, sales, stamp, use or value added taxes) imposed by any governmental authority which relate to the Services performed on behalf of Company. Upon request, either party agrees to furnish to the other evidence of any applicable tax or duty exemption acceptable to the taxing or customs authorities. In the event Company is obligated by law to deduct or otherwise withhold from the amounts due to ProEnergy under this Contract any taxes, duties or other charges for which it is responsible, then it agrees to pay such additional amounts to ProEnergy to equal the full amount for which ProEnergy is entitled and shall provide ProEnergy with accurate official receipts from the appropriate governmental authority for the deducted or withheld amounts.

5. Company's Property. Personnel assigned to Company shall be required to sign an Employment Status and Proprietary Information Agreement, a sample of which is attached as Exhibit A. Upon Company's request, ProEnergy shall assign, without recourse, its rights in each said agreement to Company to the extent such rights relate directly to the Services provided to Company by the Personnel.

6. Warranty. ProEnergy warrants that the Services shall be performed in a competent, diligent and workmanlike manner and according to any mutually agreed written instructions or specifications and shall be without defects in workmanship. ProEnergy provides no warranty for any third party goods, parts and materials furnished in connection with the performance of the Services and only the warranty of the manufacturer of such goods, parts and materials, if any, shall apply. In the case of any engineering study, inspection or testing services, ProEnergy does not warrant the accuracy of, performance results of, conclusions or recommendations provided, nor that any desired objective will result from the Services performed. If any of the Services do not meet the above warranty at any time during the first year following completion of the Services in question and Company so notifies ProEnergy within said one year period, ProEnergy shall promptly reperform the defective Services. This Section 6 sets forth the exclusive remedies for all claims based on failure of or defect in the Services provided under this Contract whether the failure arises before, during or after the warranty period and whether said claim is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. **NO IMPLIED, STATUTORY, OR COMMON LAW WARRANTY OF ANY KIND OR NATURE INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

7. Insurance. ProEnergy, and its subcontractors where applicable, shall obtain and maintain in effect while Personnel are on Company's premises workers' compensation, general liability and contractual liability insurance per the terms of Exhibit B covering Personnel assigned to Company. ProEnergy will provide a certificate of insurance to the Company evidencing such coverage.

8. Limitation of Liability. The total liability of ProEnergy and its Personnel for all claims of any kind, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Contract or Services shall in no case exceed the lesser of twenty-five percent (25%) of the total of ProEnergy's actual hourly billings to Company for the Services giving rise to such claim plus any insurance proceeds paid with respect to any related claim made under the coverages provided pursuant to Section 7 hereof. In any event, ProEnergy's liability for any claim whatsoever arising from its Personnel and the Services shall terminate thirty (30) calendar days after completion of the Services relating to said claim by the assigned Personnel. ProEnergy shall in no event be liable for exemplary, special, incidental, indirect or consequential damages of any kind including, but not limited to, loss of use, profits or revenue, or cost of substitutes or reperformance of the Services. ProEnergy shall have no liability for its competent performance of instructions given by Company in the event such instructions prove to be defective.

9. **Mutual Indemnity.** The parties shall indemnify, defend and hold each other harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs and expenses (including reasonable attorney fees and court costs) for bodily injury to or death of any third person, or damage to or destruction of any property of third party, caused by any negligent act or omission on the part of the indemnifying party its officers, employees, contractors or agents, except to the extent such liabilities, claims, suits, losses, damages, costs and expenses result from any negligent or willful act or omission on the part of the indemnified party, its officers, employees, contractors or agents.

10. **Delays.** Neither party is responsible or liable for delays in performance of its obligations under this Contract (other than payment obligations) due to any cause beyond its reasonable control. The affected party shall notify the other party as soon as reasonably practicable of the delay. The date for completing any delayed performance shall be extended for a period of time equal to the period of time lost by the delay plus such additional time necessary to overcome the effect of such delay. If the excused delay extends more than thirty (30) days and the parties have not agreed upon a revised basis for continuing said performance then either party may terminate for its convenience the Contract with respect to the unexecuted performance.

11. **Additional Terms and Conditions.**

- A. This Contract sets forth the entire agreement and understanding between the parties relating to the subject matter contained herein and supersedes all other agreements, oral or written, previously made between the parties relating to such subject matter. No amendment hereto will be binding unless in writing and signed by an officer or representative of both parties having authority to do so.
- B. Each party agrees to hold in confidence any information disclosed in writing or other tangible format by the other party and that is marked as confidential or proprietary, and further agrees to restrict access to such information only to those who need to know in order to complete the Services. Such restrictions shall not apply to information already disclosed to the public through no fault of the recipient or as otherwise approved in writing by the disclosing party.
- C. Neither party may assign this Contract or any interest, payment, obligation or right hereunder without the prior written consent of the other party, unless such assignee has direct or indirect ownership of fifty percent (50%) or more with such party; provided further that Company or ProEnergy may assign this Contract to lenders as required in the normal course of Company's or ProEnergy's business. Except as provided in Section 8, the terms of this Contract are for the benefit of the parties and not for any other third party.
- D. The laws of the State of Missouri will govern the validity, interpretation and performance of this Contract, provided that any such law invalidating any term set forth in this Contract shall not apply. In the event of any dispute relating to or arising under this Contract the parties agree that such dispute will be resolved by any of the Federal or State courts located in Missouri or Texas and the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs.
- E. If any portion of this Contract shall be determined to be illegal, invalid or unenforceable by any court or governmental authority having jurisdiction thereof, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Contract as a whole or of any portion not so determined, and this Contract shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Contract. Notwithstanding the provisions of the preceding sentence, should any portion of this Contract be determined to be illegal, invalid or unenforceable, the parties shall immediately attempt to renegotiate in good faith such term or provision of the Contract to eliminate such illegality, invalidity or unenforceability.

MASTER SERVICES CONTRACT**Contract No.: 2010-0309**

- F. If Company hires, directly or indirectly through a third party, any of ProEnergy's Personnel in any capacity during the term of this Agreement or within one (1) year from such Personnel's completion or other termination of a Company authorized assignment, Company agrees to pay a fee to ProEnergy equal to thirty-five percent (35%) of such Personnel's estimated annualized gross compensation for employment. Estimated gross compensation includes estimates of commissions, bonuses, incentives, equity and salary. This fee is due and payable within thirty (30) calendar days from the date such Personnel commences employment with Company. For the avoidance of doubt, the parties agree that such fee is reasonable in all respects and shall in no event be considered a penalty.
- G. ProEnergy and Company shall each comply with the record keeping duties, occupational safety and health standards, rules, regulations and orders of the Occupational Safety & Health Act (29 U.S.C. § 651 et seq.) and applicable state safety laws. On reasonable notice, Company shall provide ProEnergy with access to the OSHA Log 200's maintained by Company on ProEnergy Personnel. Company agrees to take all necessary precautions at all times for the safety of ProEnergy Personnel while working on Company's premises. Such precautions include conducting safety audits to ensure safe conditions, instruction of Company's safety practices, proper and safe handling of hazardous substances and protection of ProEnergy Personnel from exposure thereto, using a safe and effective lock-out tag procedure for energization/de-energization of all power systems, and conducting period safety meetings.
- H. The provisions of Sections 6, 8, 9, and 11 shall survive termination of this Contract.
- I. All notices shall be given to the parties at the addresses and to the attention of the representatives set forth under the signatures of each party. Notices shall be in writing and shall be delivered by facsimile, overnight mail or courier, or in person. Notices delivered in person or facsimile (with written electronic confirmation of receipt) shall be deemed received on the day transmitted or delivered (or the first business day thereafter if sent on Saturday, Sunday or holiday). Notices delivered by overnight mail or courier shall be deemed received the first business following the day sent. Either party may change its address or representative for notice by providing notice in the same manner set forth in this Section.

In witness whereof, the duly authorized representatives of each party has executed this Contract as of the date first written above.

ProEnergy Services LLC

EFACEC Engenharia

By: _____

By: _____

Printed Name: Jeff Canon

Printed Name: _____

Title: President

Title: _____

Address and Facsimile No. for Notices:

ProEnergy Services LLC
2031 Adams Road
Sedalia, Missouri 65301
Attn: Jeff Canon, President

Attn: _____

Facsimile No. 660-829-1160

Facsimile No. ____-____-____

EXHIBIT A
EMPLOYMENT STATUS AND PROPRIETARY INFORMATION AGREEMENT

In consideration of (a) my assignment(s) by ProEnergy Services LLC ("ProEnergy") for performance of work for ProEnergy's client(s) ("Company"), (b) the fact that I may have access to information and technical data which is the confidential property of either Company or ProEnergy, and (c) the permission given by Company to enter upon and use its facilities or those of its customers, I agree as follows:

1. Employment Status. I recognize that for the period of my assignment(s) I shall be and remain an employee/consultant/subcontractor (as applicable) of ProEnergy, and shall not for any purpose whatsoever be considered an employee of Company or eligible for participation in any Company employee benefits, plans or programs.

2. Information and Documents. Upon any termination of each assignment, I will deliver to Company promptly all written and other materials which are of a secret or confidential nature relating to the business of Company or its customers or affiliates. Upon termination of employment with ProEnergy, I will similarly return such materials to ProEnergy which relates to the business of ProEnergy or its customers. The terms "secret" and "confidential" are used in the ordinary sense and do not refer to official security classifications of the United States Government. Examples of ProEnergy or Company secret and confidential materials are, without limitation, materials, information and data which include notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business plans, employee lists and information systems which are property of ProEnergy or Company. I will not use, publish or otherwise disclose (except as my services may require), either during or subsequent to my employment any secret or confidential information of ProEnergy or Company or any information or data of others which ProEnergy or Company is obligated to maintain in confidence. I will not disclose in my work with ProEnergy or Company any secret or confidential information of others, (including any prior employers), or any inventions or innovations of my own which are not included within the scope of this Employment Status and Proprietary Information Agreement.

3. Assignment. ProEnergy may assign its rights under this Employment Status and Proprietary Information Agreement at any time in whole or in part to Company.

ACCEPTED:

Employee/Consultant/Subcontractor	ProEnergy Services LLC
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Date: _____	Title: _____
	Date: _____

**EXHIBIT B
INSURANCE COVERAGE**

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
A. Workers' Compensation or similar insurance	Statutory
Employer's Liability	\$1,000,000 Each Accident
B. Comprehensive General Liability (exclusive of Contractor's Pollution Liability, Errors & Omissions and Rigger's Insurance)	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Occurrence
.....	\$2,000,000 And in the Annual Aggregate
C. Contractual Liability in accordance with Contract(s) between Company and ProEnergy	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Occurrence
.....	\$1,000,000 And in the Annual Aggregate
D. Comprehensive Automobile Liability covering all hired, owned and non-owned Automotive equipment used by or with the permission of ProEnergy (including the loading and unloading thereof)	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Occurrence

EXHIBIT C
Example Task Order

1.0 Introduction

ProEnergy Services (“ProEnergy”) is pleased to provide this proposal to [insert company name] (“[insert company abbreviation]”) for [insert services] for your [insert project name] located in [insert project location].

ProEnergy will provide [insert services] to work under the direction, control and supervision of [insert company abbreviation]. Manpower supplied under this proposal will be at the time and materials rate included below.

2.0 Pricing**2.1 Billing Rate**

The rate noted in table 1 will be invoiced for every hour worked for each ProEnergy employee.

Position	Billing Rate/Hour
[insert services]	\$XX.00

2.2 Mobilization/Demobilization

(Customize to actual parameters):

Reasonable travel expenses associated with mobilization and demobilization including round-trip coach-class airfare (or \$0.485 per mile for personal vehicle), tolls, lodging, meals (up to \$35.00 per day, receipts not required) and travel time each way (up to 8 hours per day) will be invoiced from the ProEnergy employee’s original point of origin to the project site and demobilization to the ProEnergy employee’s original point of origin upon assignment completion.

2.3 Local Living Expenses

If Expenses (customize to actual parameters):

Upon arrival at the site, local living expenses incurred for hotel, meals (up to \$35.00 per day, receipts not required), laundry (up to \$25.00 per week, receipts not required), rental car and associated costs (or \$0.485 per mile for personnel vehicle) will be invoiced for the duration of the project.

Or if Per Diem:

A per diem of \$[xx].00 per day shall be invoiced seven (7) days per week for the term of the assignment in lieu of actual living expenses.

2.4 Home Leave

(Customize to actual parameters):

The [insert service offered] will be allowed home leave for a long weekend every [insert frequency] during the term of project. Such home leave shall consist of four (4) days and will be subject to the site work schedule and requirements of the individual. Reasonable travel expenses including coach class airfare (or \$0.485 per mile for personal vehicle) shall be invoiced. No hourly rate will be invoiced while ProEnergy’s consultant is on home leave, however, expenses will be invoiced for meals and to maintain local living accommodations.

2.5 Administration

The rates noted above include all U.S. taxes, insurance, and benefits associated with the labor. All expenses incurred for mobilization, demobilization and local living expenses will be invoiced at cost plus 10%. All time and expense sheets shall be approved and signed by the [insert company abbreviation] designated representative at the site.

3.0 Term of Project

The start date for this activity is approximately [insert start date] for the [insert services]. The duration of the assignment is expected to be approximately [insert duration].

4.0 Terms & Conditions

This proposal will be valid for thirty days. Invoices will be generated weekly and are due and payable according to the terms of the MSC.

This proposal shall be subject to the Master Services Contract (Contract No. [insert]) between ProEnergy Services and [insert company name] dated [insert date of MSC] and shall be deemed incorporated in this proposal by this reference regardless of whether the MSC is or is not fully executed by the parties.

5.0 Acceptance

Please return a signed and dated copy of this proposal along with a Purchase Order number to confirm acceptance of this proposal.

ProEnergy Services LLC

[Insert Company Name]

By: _____

By: _____

Printed Name:

Printed Name:

Title: _____

Title: _____

Appendix 7
ISO Certification

**HSB REGISTRATION SERVICES
595 E. SWEDES FORD ROAD
WAYNE, PENNSYLVANIA 19087**

Certificate of Registration

This is to certify that:

**ProEnergy Services, LLC
2001 ProEnergy Blvd., Sedalia, MO 65301
Energy Parts Solutions, LLC
2031 ProEnergy Blvd., Sedalia, MO 65301
ProSteel Manufacturing, Inc,
2101 ProEnergy Blvd., Sedalia, MO 65301**

Has established and applied a Quality Management System for:

**Operations, Maintenance, Technical, fabrication, Parts, and Professional
Services for the Power Industry, at the Sedalia Missouri site exclusively,
Excluding Design and Development (7.3)**

*Proof has been furnished that the requirements according to
ISO 9001:2008
are fulfilled.*

EA Code: 34,35

Certificate Number: 912

Certificate Expires: February 23, 2012

Initial Audit Date: February 18, 2009

Certificate Revised: March 8, 2010




Signed on behalf of HSB Registration Services

Appendix 8
EH&S TOC


	Environmental Health and Safety Manual	
Policy No. 000	Policy Title: EHS Manual Table of Contents	
Date: 01/01/2009	Revision: 0	Approval: Alfred Bartol

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EHS Manual Revision Sheet

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Section 300

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EHS Training Requirements
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Appendix 9
Emergency Readiness Policy


	<h1 style="text-align: center;">Environmental Health and Safety Manual</h1>	
Policy No. EHS-508	Policy Title: Emergency Action/Response Plan	
Date: 01/01/2009	Revision: 0	Approval: Alfred Bartol

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1 Purpose and Scope

The purpose of this procedure is to provide policy and guidance for creating Emergency Action Plans and Emergency Response Plans for a Facility or Site. The types of incidents and scenarios covered under these Plans include, but are not limited to, fire, explosions, bomb threats, medical emergencies, high winds, severe lightning or hurricanes, heavy rainfall and floods, earthquakes, heavy snowfall or ice, and/or any hazardous material spill or leak.

Emergency Response requirements cover all types of ProEnergy Services Facility or Site classifications including Office Building (Headquarters or Regional Office), Power Plant Facility, and/or Field Locations. Each Plan will include all minimum requirements as this procedure indicates but each must be tailored specifically to each type of Facility classification.

This policy does not cover Fire Protection and Prevention. Fire Protection and prevention is covered in policy EHS 512.

2 Responsibilities

Supervisors are responsible for ensuring employees receive training, evaluating the performance of implementation, auditing of this policy, and for developing plans and for providing training at remote sites.

Employees are responsible for understanding the content and complying with the requirements of this policy.

EHS Department is responsible for maintaining, auditing, and updating this policy. EHS is also responsible for record maintenance, the development of training materials and for providing training as required.

Facilities and Maintenance is responsible for maintaining current prints of all buildings and way of access and exit points.

3 Definitions

- **Emergency Action Plan** – A plan for a workplace, or parts thereof, describing what procedures the employer and employees must take to ensure employee safety from fire or other emergencies.
- **Emergency Response Plan** – A plan developed and implemented to handle anticipated emergencies prior to the commencement of emergency response operations. It is also intended to minimize hazards to employees, the public or the environment from fires, explosions, or any unplanned sudden or non-sudden release of hazardous materials, hazardous waste or hazardous constituents to air, soil, surface water or ground water. The plan is designed to set procedures for reporting all releases or threatened releases of hazardous materials.
- **Field Location** – Short-term job-sites with work currently in progress.
- **LEPC** – Local Emergency Planning Committee / Commission.

- **Office Building** – Stand-alone facilities which are primarily dedicated to administration, sales, technical and management support.
- **Power Plant Facility** – Fixed industrial locations operated and maintained on an ongoing basis by ProEnergy Services (O&M Facilities)

4 Emergency Action Plans & Emergency Response Plans – General Requirements

A. Emergency Action Plan

Each Facility or Site will develop an Emergency Action Plan in writing to inform employees of the actions to be taken in case of an emergency. The Facility or Site shall establish the types of evacuation to be used in emergency circumstances.

The following elements, at a minimum, shall be included in the Emergency Action Plan:

- Emergency escape procedures and emergency escape route assignments;
- Procedures to be followed by employees who remain to operate critical plant operations before they evacuate;
- Procedures to account for all employees and visitors after emergency evacuation has been completed;
- Rescue and medical duties for those employees who are to perform them;
- The preferred means of reporting fires and other emergencies; and
- Names or regular job titles of persons or departments who can be contacted for further information or explanation of duties under the plan.

B. Emergency Response Plan

The Facility or Site shall be evaluated for hazardous substances to determine the level of potential Emergency Response. All employees assigned normal work assignment involving potential Emergency Response must be informed of this potential and evacuation procedures in the event of an emergency. ProEnergy Services employees will not participate in emergency response operations.

Contractors providing Emergency Response Services must develop a plan to include the following elements:

- Pre-emergency planning and coordination with outside parties.
- Personnel roles, lines of authority, and communication.
- Emergency recognition and prevention.
- Safe distances and places of refuge.
- Site security and control.

- Evacuation routes and procedures.
- Decontamination procedures.
- Emergency medical treatment and first aid.
- Emergency alerting and response procedures.
- Critique of response and follow-up.
- PPE and emergency equipment.
- Site topography, layout, and prevailing weather conditions.
- Procedures for reporting incidents to local, state, and federal governmental agencies.

ProEnergy Services does not have an Emergency Response Team to deal with Spills and leaks. In the event that an incident of these types contact SAFETY KLEEN EMERGENCY RESPONSE at (880) 375-5336 to address and clean up the event.

The Emergency Action Plans and Emergency Response Plans shall be reviewed periodically and, as necessary, be amended to keep it current with new or changing conditions or information.

An employee alarm system is installed in accordance with regulatory standards to notify employees of an emergency situation; to stop work activities if necessary; to lower background noise in order to speed communication; and to begin emergency procedures. Elements of the alarm system include:

- Loud or distinct enough to be perceived above ambient noise or light levels by all employees in the affected areas;
- A clearly recognizable signal to evacuate the work area, if necessary, or to perform actions under Emergency Response; and
- Preferred means of reporting emergencies and communication (manual pull box alarms, radio, public address system, telephones, etc.).

Each alarm device or component shall be constructed and installed to comply with local standards and approved.

Employer must ensure that each alarm system is restored to normal operating condition following any use or test.

Employer shall ensure that all alarm systems are maintained in operating condition except when undergoing repair or maintenance. In such a case, alternative alarm systems must be used; Back-up power supplies shall be maintained.

5 General Guidance for Emergencies

Emergency procedures are necessarily general, as much depends on the severity of the emergency, often aggravated by circumstances such as heavy seas, bad communications, disrupted logistics, and rescue difficulties.

Concern in order of importance is:

1. The safety of the personnel working in the emergency area
2. Protection of equipment
3. Minimum loss in production

All assigned personnel are to be thoroughly briefed on its content and availability.

It is the responsibility of each Supervisor to ensure this briefing is conducted and documented.

The personal safety and property of residents around the emergency area must be preserved as much as possible.

The extent of the emergency area should be defined and restricted.

All necessary equipment and specialists should be brought in for assistance, as required.

Damage to property should be rectified as soon as the situation allows the equipment and personnel to enter the area.

Legal aspects such as claims should be promptly reported to senior management for handling.

Consider the facility and determine the effect each type of emergency can have on the normal operations and on the standard emergency procedures established. Changes and revisions to such operations or procedures may result.

Review all normal operations carefully, to ensure that no critical operation is started which can not be completed before it may become necessary to commence evacuation procedures.

Make certain that the appropriate pre-planned evacuation procedure is suited to each circumstance.

Ensure that in the event of an emergency alert the following instructions are adhered to:

- Retain transportation assets in ready status for as long as possible.
- Any construction or non-essential operations are to be stopped and work begun to secure all facilities.
- Personnel are not to be assigned duties which will necessitate their being at remote parts of field or isolated parts of an installation for a prolonged period unless they have radio communications readily available.
- A weather forecasting service is to be monitored to provide timely warning of impending bad weather.

In the event it becomes necessary to respond to any one of the following types of emergencies, the Plan should provide instructions and information applicable to the specific emergency conditions.

A. Fire or Explosion

All personnel will immediately prepare to evacuate upon hearing a fire alarm signal. Time and situation permitting, all equipment and materials currently in use should be properly disconnected, shut off, or otherwise secured to preclude additional hazardous conditions. **Do Not** go to the scene of the fire unless specifically told to do so.

In the event of a fire, Company personnel should immediately:

- Trip the nearest fire alarm (if provided) or report the fire by telephone to the Local Fire Department and/or the Client Fire/Security Office. The appropriate emergency telephone numbers are to be prominently posted at each work location. Dial 911 in Sedalia, MO or dial the numbers listed on the emergency sheet posted at the front desk of each building.
- If assigned personnel who have received training in the use of fire extinguishers within the last 12 months **AND**, using prudent judgment, the fire can be extinguished quickly, minimizing the hazard by quick action, Company personnel should respond accordingly.

DO NOT FIGHT A FIRE ALONE! If the fire gets large or out of control, then evacuate. Once the fire brigade or fire department has arrived on the scene, Company personnel should clear the area of the fire scene and go to the designated assembly point via the evacuation route immediately.

Do not discuss the incident or your actions with anyone not connected with the Company, the Fire Department, Client Operations or Security. All communication of information to other parties will be by the Company Management or the client representative as appropriate.

All personnel are to remain at the designated assembly area until the All Clear Signal is sounded or specific instructions are provided for other action.

B. Bomb Threats

In those circumstances in which determined individuals plan to inflict damage or disrupt operations, regardless of motive, it is extremely difficult to prevent them. Security plans should be drawn up to act as a deterrent, introducing obstacles and making access more difficult. These plans should be drawn up in consideration of the available civil authorities and treated as confidential.

Personnel should not place themselves in jeopardy to apprehend intruders but should concentrate their efforts on containing the effects of an incident.

In the event a phone call warns of a bomb threat the following may prove helpful:

- The individual receiving a telephone call in which the caller states a bomb has been planted and is set to detonate should remain calm and quietly summon assistance while keeping the caller on the phone.
- Interrupt the caller as often as possible by asking questions and continually ask the caller to repeat themselves. Attempt to maintain the caller on the line for at least two (2) minutes this would help facilitate tracking the call. Be polite and act very concerned.
- Inform the caller that the detonation of the bomb could result in death or serious injury to innocent people.

Using the following as a guide, attempt to record details of the call:

- Date and time call received
- Exact words of caller.
- Questions to ask:
 1. When is bomb going to explode?
 2. Where is bomb right now?
 3. What kind of bomb is it?
 4. What does it look like?
 5. Why did you place the bomb?
- Description of caller's voice: Male / Female, Young / Middle Age / Old, Accent, Tone of Voice
- Background Noise
- Is voice familiar? If so, who did it sound like?

C. Medical Emergencies

Facilities selected to provide these Emergency Medical services are to be posted for ready reference at each facility or job location. Supervisors should direct activities to identify selected facilities in near proximity to each work location and should arrange for posting of the necessary Emergency Information. Supervisors that work at various job sites should ensure the designated medical facility is identified during the initial site job walk and include the information for posting in a Job Safety Packet prepared for short term work locations.

All on-the-job injuries/illnesses other than minor first aid cases, i.e. cleansing of abrasions and scratches and application of band aids must be transported as soon as possible for medical care and/or treatment.

Transport non-emergency injuries/illnesses to the designated medical provider (if identified) on an Emergency Information Posting.

NOTE: Call prior to transport to ensure doctor's availability and for alternate instructions in the event a hospital is recommended for treatment.

NOTE: An Ambulance service is to be utilized only when required due to nature of the injury/illness which rules out the use of other transportation.

All on-the-job injuries/illnesses must be reported and investigated in accordance with the instructions provided in the Accident Investigation and Reporting section of this Manual.

D. High Winds, Severe Lightning or Hurricanes

A comprehensive set of step by step instructions should be prepared in advance and all personnel should familiarize themselves with their instructions.

At any time when a storm is forecast steps should be taken immediately to safeguard personnel and facilities in the more exposed areas.

E. Heavy Rainfall or Floods

An analysis of road and field conditions should be made of the surrounding area in the event of flooding.

Check whether emergency procedures can be carried out in the event of flooded roads, bridges, etc.

Tanks, pipelines and other equipment should be firmly secured against floating. Tanks should be kept full if practical.

If time permits, wells in the more exposed areas should be closed in either by safety valves in the well or with the master valve at the surface.

F. Earthquakes

Earthquakes are unpredictable with today's technology and as a result it is extremely difficult to implement protective or preventative measures other than making those architectural modifications that minimize structural damages in critical areas. The following actions are recommended to be taken during and immediately after an earthquake:

- Shut-off sources of release of process fluids.
- Investigate what gases can be expected in the exposed areas.
- Check for toxic vapor or liquids.
- Check possibility of damaged equipment collapse.
- Restrict personnel access to area.
- Keep fire-extinguishing equipment ready for use.
- Any further actions needed to put the installations in a safe condition.
- Consider effect of possible subsequent tidal wave.

G. Heavy Snowfall or Ice

In areas where the possibility of excessive snowfall or icing exists, pre-planned instructions and necessary equipment should be available for safeguarding personnel and facilities.

Vital equipment should be protected against collision damage due to poor visibility, snowing-in or icing by using signs, crash barriers or other aids.

H. Tornadoes

NOTE: Tornado watches are generally issued for a wide area exposed to the threat of developing storms. When a Tornado watch is issued:

- Be aware of changing weather conditions.
- Be prepared to move to a place of safety.
- If working outside, gather tools and equipment and move indoors.
- Close and secure external doors.

NOTE: Tornado warnings are generally issued for much smaller areas and periods of time. Tornado warnings indicate that a tornado has actually been sighted in the area or is indicated on radar.

- Personnel should use their best judgment in seeking appropriate shelter. Staying put and taking cover offered by your surroundings may be your safest option.
- Structural steel, block walls, concrete floors, and interior areas away from exterior walls can provide protection.
- If you are caught outside, the safest thing to do is go to a nearby sturdy building and go inside to an area on the lowest level, without windows.
If a sturdy building is not available, then lay down in a low spot on the ground not subject to flooding, protecting your head and neck.
- Designated shelters for the Sedalia complex are located in the attached drawings.

I. Hazardous Material Leak or Spill

Accidental spills of hazardous materials must be reported at once to the Job Supervisor, the EHS Department, and (if applicable) designated client representative, per Reporting Procedures. If safe to do so, get information on the spilled material. Control entry to the spill site and watch over the area until help arrives.

Do not attempt to clean-up spills without direction and/or training. If trained at the First Responder Operations Level, dike around liquid spills to prevent drainage into water supply and contact with other materials.

Check the Material Safety Data Sheets (MSDS) for personal protection equipment requirements and for disposal instructions and precautions.

See the Hazardous Waste Operations and Emergency Response Program (HAZWOPER) for additional guidance for events of this nature.

6 Evacuation Routes and Assembly Areas

Floor plans of each Office Facility with clear routes of egress established and prominently marked shall be developed. Once the floor plans have been prepared,

the floor plan for each floor showing the evacuation route will be prominently posted for ready reference by building occupants.

Specifically designated assembly areas will be established for each facility and such areas will be noted on the posted floor plan which contains the marked evacuation routes.

Evacuation routes for Power Plant Facilities will be established by the Host Facility Manager and will be posted prominently for quick reference by assigned employees.

Evacuation routes for Field Locations will be as specified by client or property owner.

NOTE: It is the job supervisor's responsibility to obtain this information from the client representative immediately upon arrival at the job site and instruct his assigned crew accordingly.

7 Plot Plans

Plans should be developed for each owned, leased or operated property which shows the orientation of the structure on the property, the location of hazardous material storage, points of entry and egress, and the location of fire hydrants and fire extinguishers.

The Plot Plans will be kept readily available, removed from the facility in the event of fire or explosion and provided to local Emergency Response Units.

Responsibility for the development, custody and control of Plot Plans will be assigned to the Manager at Office Facilities and the Facility Manager at Power Plant Facilities.

8 Alarms, Whistles, Signals, Alerts

Each facility will establish and maintain a method of communicating the occurrence of an emergency which requires action by (or the evacuation of) assigned personnel.

The alarm system should be tested monthly to ensure proper operation and a written record of the test maintained on site.

These communications may be any audible signal or alarm that is sufficient to provide adequate warning to all locations within each facility. In some cases, communication by voice may be sufficient, depending on the size of the facility and its ambient noise level.

The job supervisor immediately upon arrival at the site must determine alarms established by clients for the Field Locations and all assigned personnel must then be instructed in the characteristics of and the correct response to all emergency alarm signals.

The following information (if applicable) should be obtained and posted at each Field Location work site:

- Fire Alarm (describe)
- Evacuation Alarm Signal (describe)
- All Clear Signal (describe)
- Alarm Boxes (note locations)
- Fire Extinguishers (note locations)
- Windsock (note location)
- Evacuation Route
- Assembly Area

NOTE: It is the responsibility of each Job Supervisor to ensure the above information is obtained, recorded herein, posted prominently, and that each member of the assigned crew is familiarized with this information during a pre-job safety orientation meeting and walk through.

9 General Procedures

Immediately upon the sounding of an emergency alarm, all unnecessary work will cease and, time permitting; all unnecessary equipment will be shutdown or secured to prevent additional hazard sources.

NOTE: Personnel assigned specific emergency shutdown duties will perform their assigned tasks.

All personnel not assigned specific duties requiring their presence during the emergency will immediately proceed to evacuate the facility, utilizing routes specified and posted for their work site.

All personnel will proceed directly to designated assembly points as soon as they have cleared the danger area.

Managers and Supervisors shall gather all assigned personnel to obtain a head count to ensure all personnel present at the work site prior to the emergency are accounted for.

Supervisors shall provide a report of missing personnel to the senior company (or client) representative present at the assembly area, or to the Emergency Response Unit Officials present at the site.

All personnel will remain in the assembly area until permission is specifically given to leave the assembly area or the emergency is declared secure by announcements made by the Emergency Response Officials, through the sounding of an "All Clear" signal, or through the senior company (or client) representative present.

10 Training

All personnel must be trained on the alarm system established at his/her place of assignment.

Periodic Fire/Evacuation Drills will be conducted to ensure assigned personnel are familiar with Alarm Signals, Emergency Procedures, Evacuation Routes, and Assembly Areas.

All assigned personnel will also receive training on the Fire Prevention Plan.

New employees will be provided instruction on the Alarm Signals, Emergency Procedures, Evacuation Routes, and Assembly Areas during the first day of work at a facility.

The Supervisor, or designee, shall review the plan with each employee covered by the plan at the following times:

- Initially when the plan is developed,
- Whenever the employee's responsibilities or designated actions under the plan change, and
- Whenever the plan is changed.

All ProEnergy Services employees shall be trained on the requirements and guidelines of this procedure and on their Emergency Response / Action Plan specifically. Training is required when the Emergency Action Plan or Emergency Response Plan is changed.

11 Auditing / Inspections

The Emergency Response Procedure shall be reviewed every 3 years. The procedure will be updated as necessary.

The Emergency Action and Emergency Response Plans developed as a result of this procedure shall be reviewed every 3 years. The Plans will be updated as necessary and retraining conducted accordingly.

12 References

29 CFR 1910.38	Emergency Action & Fire Prevention Plans
29 CFR 1910.120	Hazardous Waste Operations and Emergency Response
29 CFR 1910.165	Employee Alarm Systems

Appendix 10
EH&S Audit Policy


	<h1 style="text-align: center;">Environmental Health and Safety Manual</h1>	
Policy No. EHS-402	Policy Title: EHS Auditing Process	
Date: 01/01/2009	Revision: 0	Approval: Alfred Bartol

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	- ProEnergy Services EHS Audit Form (2 pages)	

1 Purpose and Scope

This procedure establishes the requirements for assessing ProEnergy Services' Environmental, Health and Safety (EHS) policies and procedures provided in the EHS Manual. This includes review of the documentation, developed plans, and associated practices that accompany each policy and procedure.

This procedure also provides guidance conducting entire Facility EHS assessments and audits (walk-through), done either internally or by a third party consultant. The goal of the audit is to continuously improve performance in EHS as reflected by the score.

2 Responsibilities

It is the responsibility of the EHS Department to maintain and update this procedure and associated forms. The EHS Department is also responsible for coordinating and ensuring the completion of annual audits.

3 Audit of ProEnergy Services' EHS Manual (Policies, Procedures, and Programs)

Each EHS policy and procedure provided in the EHS Manual shall be assessed, audited, updated, and/or revised by the EHS Department within the established timeframes provided in each policy and procedure. (Typically audit timeframes and frequencies are included in the Auditing Section of each policy or procedure).

- The audit / assessment shall take into account any regulatory or ProEnergy Services policy changes that may affect the procedure and require revisions or updates to the established requirements and guidelines.
- Changes shall be made as soon as possible (as soon as the change is known or becomes effective) and the revised procedure issued to all those who possess a controlled copy of the EHS manual.
- The audit / assessment of the policy, procedure, or program shall be conducted by the ProEnergy Services EHS Department or designee.

4 EHS Audit or Assessment of the Facility (Walkthrough Audit)

Each ProEnergy Services Facility shall have a complete EHS audit of their Facility completed on an annual basis.

- More frequent assessments may be conducted, as deemed necessary either by the customer or a regulatory agency, however, at a minimum, one complete EHS audit shall be conducted every year.
- The EHS Facility Audit shall consist of an assessment of the Facility practices, behaviors, conditions, and implemented programs covering all topics in ProEnergy Services EHS Manual. Use the EHS Manual's Table of Contents as a guide.

- All findings (i.e., items found to be out of compliance or regulatory-based) shall be documented by the auditor or auditing team. If the audit is conducted by an outside third party or by a customer representative, the findings shall be discussed with the Facility Manager, or designee, prior to documenting as a finding.
- All findings shall be closed out as soon as possible. The Attachment section of this procedure contains a form that can be used to document the results of a Facility EHS Audit. A copy of this form, or equivalent, shall be submitted to the ProEnergy Services EHS Manager following the audit and the findings will be tracked to closure. The following items shall be included on the tracking form:
 - **Audit Type** – Self assessment or third party audit;
 - **Finding Type** – Regulatory, ProEnergy Services policy, or best practice;
 - **EHS Category** – Area or classified topics of finding, i.e., waste management, material handling, electrical safety, etc.;
 - **Finding** – Brief description of the finding;
 - **Corrective Action** – Brief description of corrective action to amend the finding;
 - **Contact Name / Responsible Person** – Individual to contact in case of a question / individual responsible for closing out the identified item or person implementing corrective action (this can be same person or different individual for each);
 - **Finding Date** – Date of the audit or finding;
 - **Expected Completion Date** – Date that the identified corrective action shall be implemented and the finding closed. **DATE OF CLOSURE SHOULD NOT BE MORE THAN 30 DAYS FROM DATE OF FINDING UNLESS DISCUSSED WITH PROENERGY SERVICES EHS MANAGER;** and
 - **Status** – Either open or closed. **THERE SHALL BE NO REGULATORY FINDINGS OPEN MORE THAN 30 DAYS,** unless special provisions have been made.
 - The annual EHS Audit may be conducted by the Facility itself (employees at the Facility), by the ProEnergy Services EHS Department, or designee, by a Customer or Owner Representative, or by a third party (consultant or regulatory agency). If an outside party conducts the audit, ProEnergy

Services shall ensure that the audit covers all of the topics outlined in the EHS Manual. THE AUDIT / ASSESSMENT MUST BE CONDUCTED BY A KNOWLEDGEABLE INDIVIDUAL OR GROUP OF INDIVIDUALS, QUALIFIED TO ASSESS EHS AT PROENERGY SERVICES.

An EHS Facility assessment or audit shall be conducted on an annual basis.

5 Training

All Facility Managers or Site Supervisors shall review the Auditing Protocol procedure and understand the requirements of EHS audits or assessments for their own Facility. No other training is required.

6 Forms

ProEnergy Services EHS Audit Form

ProEnergy Services EHS Audit Form

Date _____ Department _____
EHS Dept: _____ Department Auditors: _____, _____

Point Value _____

Items/Actions noted to improve Safety in the work areas:

UNSAFE ACTS NOTED DURING THE AUDIT:

UNSAFE CONDITIONS NOTED DURING THE AUDIT:

HOUSEKEEPING COMMENTS:

Point Chart:

Excellent Safety Conditions (+2 pts)

Excellent Safety Precautions (+2 pts)

Unsafe Conditions----- (-2 pts.)

Unsafe Acts -----(-2 pts)

Poor Housekeeping----- (-5 pts)

Excellent Housekeeping-----(+5 pts)

Audit Scores: (+ _____ Points), (- _____ Points) = _____ Total

Use backside for additional writing space

Maximum accumulated points = 109

Appendix 11

Ethics Policy


	Administration Manual	
Policy No. ADM -504	Policy Title: Code of Conduct	
Date: 3/17/2006	Revision: 0	Approval: Jeff Canon

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1 Summary

The Company expects that Employees will conduct themselves in a professional, ethical manner. Employees will maintain these standards at all times when acting on behalf of the Company. This principle applies to all dealings with customers, suppliers, competitors and the public and to the daily conduct of affairs with fellow Employees. Standards of ethics and integrity, as well as legal standards, are not to be compromised in any situation. Undue pressure and temptation are to be avoided in all dealings.

2 Practice

Conflict of Interest - Employees will refrain from any act which might result in a conflict of interest or in the appearance of a conflict of interest. Employees may not take or divert to others any business opportunity, in which the Company has, or can be reasonably expected to have, an interest. The Company requires Employees to deal with suppliers, customers, and contractors in an impartial manner; to avoid the acceptance of payments or benefits from persons and entities doing business with the Company; and to avoid making payments, gifts, or providing benefits for the purpose of improperly influencing suppliers, customers or government officials.

Without prior approval of the President, employees or members of their family may not own, directly or indirectly, any interest in a firm, sub-contractor, or other business concern doing business with the Company.

Confidential Information - An Employee must regard all Company information as a Company trust. Confidential Company information must not be discussed outside the Company and only within the Company with those who need to know. An Employee who makes unauthorized disclosure of confidential information will be subject to immediate termination.

Political Activity - Employees are encouraged to endorse, advocate, contribute to, or otherwise support any political party, candidate or cause they may choose. Reimbursement for such contributions will not, or cannot lawfully, be made by the Company in any form, directly or indirectly. In any public political statement, references to an Employee's affiliation with the Company must be avoided.

Relations with Other Business Organizations - An Employee should never become involved in a situation with any person or business organization that does or seeks to do business with, or is a competitor of the Company which could possibly be interpreted as improper. Employees or members of their families may not seek or accept any gifts, payments, fees, services, valuable privileges, pleasure trips or other favors without approval of the President.

No gifts, gratuities or favors shall be made to customers or potential customers whose business relates in any way to federal, state or local contracts; to officials or employees of federal, state or local governments; to customers or potential customers whose policy prohibits such gifts, gratuities or favors. In circumstances not described above, gifts, gratuities, or favors may be made only if they are infrequent (no more than once a year) and of nominal value (less than \$50.00) and they are made in the spirit of a mutual relationship and not to influence the favorable consideration for business.

3 Responsibilities

Employees are responsible for acting in a professional, ethical manner when dealing on behalf of the Company.

Managers are responsible for monitoring the conduct of their facilities.

The Manager of Human Resources has overall responsibility for interpretation of this policy.

The President must approve any exception to this policy.

Appendix 12
Equal Opportunity Policy


	Administration Manual	
Policy No. ADM-201	Policy Title: Equal Opportunity Employment	
Date: 3/17/2006	Revision: 0	Approval: Jeff Canon

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3	Responsibilities	2

1 Summary

It is PES's policy to provide equal opportunity in employment to all its employees and applicants for employment without regard to race, color, religion, sex, pregnancy, age, disability, national origin, marital status, ancestry, medical condition, military status, or any other characteristic protected by State or Federal law.

PES believes in freedom of opportunity for every individual to work at a job for which he or she qualifies. PES will attempt to ensure that hiring, promoting, and transferring decisions are determined on the qualifications of the candidate. Company policy is that other personnel actions such as compensation, benefits, promotions, transfers, discipline, termination, and training will be administered also without regard to race, color, religion, sex, pregnancy, age, disability, national origin, marital status, ancestry, medical condition, military status, or any other characteristic protected by State or Federal law.

2 Practice

This commitment to equal opportunity governs decisions related to selection, advancement, promotion, and salary increases which are based on merit and performance. This fundamental policy is emphasized throughout the Company - every manager has the responsibility for implementation.

This policy is reflected in many aspects of our daily operations:

- A. Recruitment, hiring, placement, upgrading, transfer or demotion.
- B. Treatment during employment.
- C. Compensation and Benefits
- D. Training
- E. Social and recreational activities
- F. Layoff or termination

The Company identifies itself as an Equal Opportunity Employer in advertising for Employees in recruiting brochures, Employee manuals and in all day-to-day practices.

3 Responsibilities

The Department Manager is responsible for ensuring that this policy is fully implemented within his/her area of responsibility and in the recruitment, hiring and placement of new Employees.

The Human Resource Department is responsible for reviewing the policy with all Employees.

The President has overall responsibility to ensure that this policy is being adhered to throughout the organization.

Appendix 13
Drug & Alcohol Policy


	Administration Manual	
Policy No. ADM - 508	Policy Title: Drug and Alcohol	
Date: 3/17/2006	Revision: 0	Approval: Jeff Canon

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1 Summary

This policy establishes the methods and guidelines by which Company Employees will be screened for determining whether he/she is working under the influence of drugs and/or alcohol.

It is the Company's objective to provide our Employees with a safe, drug and alcohol-free environment in which to work. This policy is designed to protect the health and safety of Employees and to ensure that interests and assets are properly safeguarded.

The Company prohibits the use, sale, dispensing, possession and/or the presence of illegal drugs or alcohol in an Employee's system while on Company property or while operating a motor vehicle en route to or from conducting Company business.

Any Employee who violates this Policy is subject to disciplinary action up to and including immediate termination.

The decision to implement this Drug & Alcohol Policy at each office or work site location will be the responsibility of the President. A full review of applicable Federal, State and local legislation governing drug/alcohol-testing programs will be among the factors considered prior to implementation.

This Policy shall not be utilized as a substitution for an Employee reprimand, warning or documentation of any unrelated issues contributing to declining or poor performance. It remains incumbent upon supervisors and managers to address such issues using existing Personnel Policies and Procedures. No Employee shall be required to submit to a Drug and Alcohol Test if the process is not in full compliance with the procedures outlined in this document.

Any questions regarding the language or administration of the Companies Drug and Alcohol Policy should be directed to the ProEnergy Manager of Safety.

2 Definitions:

Applicant: Any individual who is not an active Employee but is seeking employment with the Company.

Company Property: Is used in the broadest sense and includes, but not limited to: any place or any work environment so deemed as "the work place" where employees of the company are conducting business of the Company. Examples include, but are not limited to, Operating facilities, construction locations, temporary offices, fabrication shops, warehouses, ProEnergy or owner facilities, rented or leased vehicles or real estate in which the Company is participating

Confirmed positive test: The presence of drugs or alcohol in a person's body that equals or exceeds the established cut off levels. For drugs, other than alcohol, it is a test of the sample that has undergone screening and confirmation testing by the laboratory and verified as positive by a Medical Review Officer. Positive test results for alcohol obtained through the Evidential Breath Testing are considered confirmed positives.

Employee Assistance Program (EAP): A workplace based, confidential program designed to help employees and their family member(s) deal effectively with any of a variety of personal or family problems, and, of relevance to this policy, substance abuse problems. The EAP promotes assessments, and short term counseling.

Employee: All individuals including Exempt, Nonexempt, Field and Executive Officers assigned to or hired by the Company to work for wages or salary.

Evidential Breath Testing Device (EBT): A device that is used to measure alcohol in the breath and which meets National Highway Traffic Safety Administration's specifications for precision and accuracy.

Laboratory: A company-selected laboratory, which is NIDA (National Institute on Drug Abuse), certified for the testing of drugs.

Medical Review Officer (MRO): A licensed physician responsible for receiving laboratory results generated by an employer's drug testing plan who has knowledge of substance abuse disorders and medical training to interpret and evaluate a donor's confirmed positive test result together with his/her medical history and all other relevant information.

Preliminary Drug Screen Test: Utilization of a manufactured drug testing device, which may be field or clinically administered, which tests a urine sample for the drugs covered by this program at or about the screening cut-off limits. The testing device gives a test result at the time the test is taken.

Previous Employee: All individuals whose employment relationship with the Company no longer exists.

Reasonable Suspicion: When the Company reasonably believes that an individual has violated this policy regarding use (resulting in testing) or possession (resulting in a search) of unauthorized drugs or alcohol. Reasonable suspicion is based upon (1) specific, current, behavioral or performance indicators, or (2) the possible manufacture, distribution, consumption or possession of unauthorized drugs or alcohol.

Safety Sensitive Position: A position or work activity that exhibits any of the following:

A location or occupation in which an employee works that is considered hazardous.

A work activity in which the employee, when improperly performing a physical task, may result in immediate injuries to themselves or others, or may cause a catastrophic event or significant damage to property.

Any position which is expected to provide emergency response.

Any individual whose position is such that they are or would be perceived as being in charge of response actions to an emergency.

3 Management Guidelines For Administration Of The Drug And Alcohol Testing

If there are specific state laws regarding the drug and alcohol policies, they will take precedent.

3.1 Testing Reasons

The Company's Drug and Alcohol Policy authorizes testing only for the following reasons:

A. Pre-placement

Drug testing is required of all applicants prior to commencing regular, full-time, or part-time employment. Applicants, who refuse to submit to required testing, will not be considered for employment.

Applicants being considered for employment are required, prior to taking the drug test, to sign a consent form (Exhibit 2). If the applicant refuses to sign the consent form, he/she will not be allowed to take the test and will not be considered for employment.

Applicants with confirmed positive test results may re-apply to the Company in not less than thirty (30) days following a positive test result. In all cases, a negative test must be provided before the applicant will be considered for employment.

If the applicant test results are negative for the Preliminary Drug Screen Test, then the applicant will be considered conditionally acceptable for employment pending the confirmation results from the laboratory, and at the pleasure of the Company, may be employed. If the laboratory confirmation results of the drug test are positive or adulterated, the individual will be terminated with no benefits.

If the Preliminary Drug Screen Test indicates a positive result, the individual will not be hired until the results are confirmed by the laboratory and the Medical Review Officer (MRO). If the laboratory confirmation results are also positive, the individual will not be considered for employment at this time. If the laboratory confirmation results are negative, the individual will be considered acceptable for employment.

B. Post Accident/Incident

Any Employee contributing to or causing a non-injury related industrial accident/incident, with damages at or in excess of \$500, will be required to submit to a drug and alcohol test. In addition, after each industrial accident/incident requiring the services of a licensed health care provider, the injured Employee and/or any Employee causing or contributing to the occurrence will be required to submit to a drug/alcohol test immediately following the accident/incident. In instances where emergency care is necessary, the drug and alcohol test must be obtained by the designated collection facility, if possible, within 24 hrs. after treatment is rendered.

When an Employee is requested to submit to a drug and alcohol test as the result of an accident/incident, the appropriate Manager, Supervisor or the individual(s) selected by management prior to testing will review a copy of their original consent form with the employee. The Employee will be required to submit to an Evidential Breath Test (EBT) and a drug test. Under normal situations, the employee will be escorted to and tested at the appropriate medical facility for both alcohol and drugs. At jobsite locations which are significantly isolated and/or the medical facility is not equipped to conduct Evidential Breath Testing (EBT), the EBT will be conducted on-site by trained individuals. However, the drug testing should be conducted at the clinic or medical facility where the employee is receiving treatment.

If the employees test results are negative for alcohol and the preliminary drug screen test, then the employee will assume usual employment status during the period of time when the drug test results are confirmed as negative by the designated laboratory.

If the employees test result is positive for alcohol, the employee will be considered in violation of this policy and terminated and will not receive back pay for time not worked.

If the preliminary drug screen indicates a positive result, the employee will be suspended from work until the results are confirmed by the laboratory.

If the laboratory confirmation results are positive, the employee will be considered in violation of this policy and terminated.

If the laboratory confirmation results are negative, the employee will assume their usual employment status and receive back pay for time not worked during their suspension.

3.2 Disciplinary Action

If an Employee is found to be in violation of this policy as a result of a confirmed positive post-accident test result, he/she will be notified by the appropriate Manager and will be immediately terminated. An Employee may apply for re-employment at the end of thirty (30) days providing all of the following conditions are met:

- The position vacated is currently available;
- The Individual must provide proof of wellness, at their expense, from an accredited rehabilitation facility, or provide proof to the appropriate Manager that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse, and confirmed by our EAP.
- A current drug and alcohol test, at their expense, has been obtained by our designated collection facility within three (3) days of the request for re-employment, and proof of a negative test result has been received.

- The Individual agrees to submit to random testing and arbitrary selection at the Company's discretion for two (2) full years from the date of re-employment.

3.3 Refusal to Test

If the Employee refuses to submit to a drug and alcohol test under this policy, the appropriate Manager will:

1. Inform the Employee of the ramifications of his/her actions.
2. If the Employee still refuses, the Employee will be terminated.

3.4 Reasonable Suspicion

The Company will require that an Employee submit to a drug and alcohol test when there is reasonable suspicion the Employee is under the influence of a prohibited substance. The Company will first consider other factors (i.e., medical conditions or approved medication, domestic problems, personal loss, financial difficulties, etc.) which may be affecting the behavior causing reasonable suspicion or concern.

Reasonable suspicion can be described as, but is not limited to:

- Violent or irrational behavior;
- Emotional unsteadiness;
- Possession of alcoholic beverages on premises;
- Possession of illegal drugs or paraphernalia on premises;
- Sensory or motor-skill malfunctions;
- Noticeable decline in the Employee's productivity;
- Repeated lateness or absenteeism from work.

Reasonably suspicious behavior or suspicion of possession of a controlled substance or alcohol on premises must be confirmed by at least two (2) Employees, one at the supervisory level. Prior to approaching, confronting or accusing the individual, the following must take place:

1. All circumstances, situations and encounters involving the basis of reasonable suspicion must be carefully and clearly documented with date, time and nature of suspicious occurrence(s) or behavior by each witness in narrative form. A detailed accounting of the behavior/occurrence must be provided in writing using the Reasonable Suspicion Report (Exhibit 3) by the appropriate Manager. The writer must refrain from making personal judgments and provide only the facts.

We want to reemphasize the importance of maintaining a clearly documented record of events or circumstances leading to all requests for testing.

2. The appropriate Manager will contact the ProEnergy Manager of Safety; and as appropriate, or the Director of O&M, to discuss the occurrence and/or behavior, and advise them of a forthcoming facsimile of the report of events if the meeting cannot be held in person. The facsimile will have a full page cover sheet boldly

marked as "Confidential" and clearly addressing the recipient. The Director of O&M or the Manager of Safety will personally receive the documents from the facsimile machine. After review of the documented activity, the Manager of Safety or the Director of O&M will contact the appropriate Manager to review and recommend action on the situation. The Manager of Safety is to be included in all conferences concerning all locations. Whenever appropriate, the Manager of Safety or the Director of O&M may request a telephone conference with the suspected Employee.

In the event that the Manager of Safety or the Director of O&M are unable to be reached, the President should be contacted.

3. After all facts have been carefully considered, a decision will be made determining whether or not to proceed with a drug/alcohol test. If it is decided that a test should be conducted, the appropriate Manager will explain the reasoning to the Employee under suspicion, except when extreme circumstances require the assistance of the Manager, Safety to provide the explanation. The consent form (Exhibit 2) must be reviewed with the Employee by the appropriate Manager. The Employee will be escorted to the collection facility and required to submit to an Evidential Breath Test (EBT) and drug test. At jobsite locations which are significantly isolated and/or the medical facility is not equipped to conduct Evidential Breath Testing (EBT), the EBT will be conducted on-site by trained individuals. However, the drug testing should be conducted at the clinic or medical facility where the employee is receiving treatment.

If the employees test results are negative for alcohol and the preliminary drug screen test, then the Company will assume the employee is not in violation of this policy during the period of time when the drug test results are confirmed by the designated laboratory. Since the behavior, which caused reasonable suspicion on the part of the Company was most likely not due to abuses of these substances, the Company will further encourage the employee to use the services of the EAP provider in resolving the issues causing concern. Once the tests and discussions are concluded, the employee will be driven home. The individual will not be allowed to return to work until the laboratory confirms the drug results as being negative.

If the employees test result is positive for alcohol, the employee will be considered in violation of this policy and subject to disciplinary action as detailed in Exhibit 1.

If the preliminary drug screen indicates a positive result, the employee will be temporarily suspended from work until the results are confirmed by the laboratory. If the confirmation results are positive, the employee will be considered in violation of this policy and terminated.

4. Whenever an Employee is required to submit to a drug and alcohol test as the result of reasonable suspicion, the Company shall have the right to search the Employee, the Employee's locker, desk or other Company property under the control of the Employee, as well as the Employee's personal effects or motor vehicle on Company property.

5. If a person whose appearance, behavior, or actions has been designated as reasonably suspicious and he/she refuses to undergo drug and alcohol testing and refuses to allow a Company employee to drive him/her home, thus leaving the work site unaccompanied, the appropriate Manager will contact the local police and will inform them of the issues and advise them that the individual is on the road. The appropriate Manager will then clearly document the sequence of events or occurrences leading to the request for the test and call to the police, providing a copy of the written documentation to the Manager, Safety.
6. Testing under Reasonable Suspicion by virtue of authorized surveillance does not require the interview process outlined in steps one through five but must be approved of by the President of the Company. (Refer to "Searches")
7. If an Employee and a corroborating supervisor have cause to reasonably suspect other supervisory personnel being in violation of this policy, they are to contact the President and as applicable the Sr. VP of Operations, or Manager, or location/site manager, or Manager, Safety for further direction.

3.5 Random

During each calendar month a number of employees designated by the Company as being in Safety-Sensitive Positions, will be randomly selected by a designated third party facility. Any Employee selected for a random drug and alcohol test will be required to submit to an Evidential Breath Test (EBT) and drug test. The third party facility will randomly select Employees at each monthly interval on a continuing basis. Employees may be tested more than once during any given time period.

If an Employee is unable to attend the first scheduled random test, as a result of being involved in a work-related task, which is critical to the operation of the Company, as directed by the appropriate Manager or Supervisor, the test will be rescheduled for the following day. If the second test is missed for any reason other than outlined above, the incident will be reviewed by the President and disciplinary action, if necessary, will be determined. If the Employee refuses to take the test, the appropriate Manager will:

Inform the Employee of the ramifications of his /her actions.

If the Employee still refuses, the Employee will be terminated.

Under normal situations, the employee will be tested at the appropriate medical facility. In those non-normal situations, the employee may be tested on-site for breath alcohol and drugs. If the EBT test and/or drug test is conducted on-site, the test(s) will be conducted only by a trained individual(s).

If the employee's test results are negative for alcohol and the preliminary drug screen test, then the employee will assume usual employment status, during the period of time when the drug test results are confirmed as negative by the designated laboratory.

If the preliminary drug screen indicates a positive result, the employee will be suspended from work until the laboratory confirms the results. If the confirmation results are positive, the employee will be considered in violation of this policy and terminated. If the confirmation results are negative, the employee will assume their usual employment status and receive back pay for his/her time not worked during their suspension.

Disciplinary Action

If an Employee is found to be in violation of this policy as a result of a positive random test result, he/she will be notified by the appropriate Manager and will be immediately terminated. An Individual may apply for re-employment at the end of thirty (30) days providing all of the following conditions are met:

1. The position vacated is currently available;
2. The individual must provide proof of wellness, at the individual's cost, from an accredited rehabilitation facility, or provide proof to the appropriate Manager that treatment isn't needed as attested to by a licensed health care provider specializing in the diagnosis and treatment of alcohol and drug abuse, and confirmed by our EAP;
3. A current drug and alcohol test has been obtained by our designated collection facility, at the Individual's cost, within three (3) days of the request for re-employment, and proof of a negative test result has been received;
4. The Individual agrees to submit to random testing and arbitrary selection at the Company's discretion for two (2) full years from the date of re-employment.

Refusal to Test

If the Employee refuses to submit to a drug and alcohol test, the appropriate Manager will:

1. Inform the Employee of the ramifications of his/her actions.
2. If the Employee still refuses, the Employee will be terminated.

4 Management Guidelines for Administration of Test Results and Policy Violation

4.1 Confirmed Positive Test Results

Positive test results are reported based on the recommended cut-off limits established and accepted by the US Department of Health and Human Services. They will first be confirmed through a second analysis process and reviewed by a Medical Review Officer before results are reported. The results will then be forwarded by the Medical Review Officer **directly and only** to the Manager of Safety. All positive drug and alcohol test results will be reviewed with the appropriate Management member(s) and the Manager of Safety; and as

appropriate the Director and disciplinary action consistent with those outlined within this Policy will be administered.

The President will review positive test results of active staff Employees at any location.

4.2 Termination

Any one of the following occurrences will result in an Employee's immediate termination:

1. An Employee found selling or using drugs or alcohol on Company property;
2. An Employee who is convicted under any criminal drug and alcohol statute for a violation occurring in the work place;
3. An Employee who refuses to sign the Employee consent form or statement agreeing to abide by the Company's drug and alcohol Policy, or refuses to test;
4. Employees who switch, adulterate, or in any way tamper with specimens submitted.

4.3 Personnel authorized to request drug/alcohol tests

The Plant Manager / Plant Superintendent, Director of O&M, Manager of Safety or the President are the only persons authorized to request drug and alcohol testing in relation to Employee error, negligence or any unexplained unusual behavior.

5 Guidelines for Administration of Records, Cost and Confidentiality

5.1 Policy Administration Violations

The Manager of Safety; Director of O&M, and Human Resources Department as appropriate, will review all instances of violations in the application of this policy with the President of the Company and recommend final discipline.

Disciplinary action for administrative violations of policy may vary according to the following guidelines:

For minor violations, such as, leaving documented positive test results open for casual review by individuals passing by, The employee will be counseled on the seriousness of their action and that the documents must be controlled at all times. A second violation of a minor nature may result in a written reprimand to the employee.

For serious violations, the employee may receive disciplinary action ranging from counseling, to a written reprimand, to suspension for three days without pay. Serious violations are actions such as discussing or "gossiping" about positive test results with individuals who do not have a legitimate business need to know.

Disciplinary action will be dependent upon the nature and circumstances of the violation.

For major violations, the employee may receive disciplinary action ranging from written reprimand, to a three-day suspension without pay to termination.

Major violations are actions such as sharing or distributing documentation of positive test results with individuals who do not have a legitimate business reason for such documentation.

Final disciplinary action for policy administration violations will be determined only by the President.

5.2 Confidentiality and Record Maintenance

All information connected with the confirmed positive results of drug and alcohol testing, refusal to test, or related documents will be kept under strict control separate from other Personnel records, in the Sedalia office. No one will have access to those records without authorization from the President. These records will be maintained for a minimum of five (5) years. A copy of the completed Chain of Custody form will be maintained at the work location, by the location supervision, until the sample is confirmed negative. Once the sample is confirmed as negative, the copy of the Chain of Custody may be destroyed. For individuals with a confirmed positive test, the copy of the Chain of Custody will be forwarded to the Manager of Safety. These records will be maintained for a minimum of five (5) years.

5.3 Disclosure Policy

Personnel, who by virtue of their work requirements become aware of positive test results (either confirmed or preliminary positive results) shall not divulge information about the failure to hire or the dismissal of an Employee for violation of the drug/alcohol Policy. Violation or suspected violation of this confidentiality will be investigated by the President or designee. Violation of this disclosure/confidentiality policy will lead to disciplinary action up to and including immediate termination.

5.4 D. Costs, Test Requests and Authorized Laboratories

Applicants - The Company will bear the cost for an applicant's drug and alcohol test when seeking employment with the Company. The cost for the test will be paid directly to the collection facility through a contract with the designated laboratory. The Company will not pay for time at the drug and alcohol collection facility, or time and travel costs to and from the facility.

When test results are confirmed positive, the applicant will not be considered for employment at this time, nor will the Company bear any cost for rehabilitation and/or treatment resulting from a positive test result.

Current Employees - The Company will bear the cost of the time and transportation for current Employees who undergo a drug/alcohol test.

Second Opinion Requests - Any applicant or Employee may request a re-test of a portion of their original specimen, if they question the validity of the results. A request for a re-test must be made to the Manager of Safety in writing within three (3) days of the test result. The cost of the drug and alcohol re-test will be the responsibility of the Employee or applicant, and payment to the laboratory will need to be made in conjunction with the request for a re-test.

The re-test of the specimen can be performed at the current approved and designated NIDA certified laboratory, or a request could be made to have the specimen shipped to a different NIDA certified laboratory. The name and address of the new selected laboratory needs to be provided to the current company laboratory. The cost of the shipping and re-test with the different laboratory will be the responsibility of the applicant or Employee. The current company laboratory will ship a portion of the original specimen to the applicants or employees selected laboratory under the Chain of Custody provisions required by the laboratories. Negative specimens are kept at the current designated laboratory for five days, and positive test specimens are kept at the designated current laboratory for one year.

6 Employee Assistance, Substance Abuse and Prescription Drug Use

6.1 Voluntary Admission/Employee Assistance

The Company has contracted with an Employee Assistance Program (EAP) to provide assessments, referrals, treatment recommendations, and training services to all Employees who may be experiencing problems which effect their ability to perform their jobs.

Employees with drug and alcohol abuse problems are encouraged to request assistance from their immediate supervisor, Human Resources in Sedalia, or the President. The Company will treat voluntary requests as confidential.

Employees who voluntarily request the Company's assistance in dealing with a drug/alcohol abuse problem may do so without jeopardizing their continued employment, provided the request is made prior to the Employee learning of their being selected for testing. The rules of termination outlined earlier will be waived, provided they adhere to the terms of their rehabilitation and/or treatment program. Assistance may be sought by writing in confidence to or by asking for a personal appointment with the appropriate Manager or directly through the Employee Assistance Program (EAP)

Employees undergoing treatment on an outpatient basis will be expected to meet the existing job performance standards and established work rules during work hours. When the treatment is at an in-patient facility, the applicable sick leave policy will be in effect. Participation in any recommended follow-up treatment and/or counseling is the responsibility of the employee. The employee must make every effort to complete the program and may be periodically tested, at the companies' discretion, for the next 2 years. Any Employee who rejects treatment or tests positive while under treatment will not be eligible for continued employment or reinstatement with the Company.

In all cases, reimbursement for rehabilitation and/or treatment will be limited to coverage provided by Company medical benefits. The EAP will be available to assist the Employee in determining the extent of insurance coverage. The cost of rehabilitation not covered by the Company medical benefit policy will be borne by the Employee.

Should an Employee test positive under any future drug and alcohol test, the Employee will be immediately terminated.

6.2 Prescription and Non-Prescription Drugs

The use of non-prescription drugs which are sold outside the United States, and which contain substances that are illegal or require a prescription in the United States, are prohibited unless prescribed by a licensed physician. This prohibition also includes drugs not prescribed directly for the individual being tested.

7 Administration, Testing and Analysis of Controlled Substances

7.1 Collection Process

All Employees will be required to submit to an EBT test for the purpose of detecting presence of alcohol when tested under the Random, Post Accident, or Reasonable Suspicion, test arenas.

The collection of a urine specimen and EBT testing for the purpose of conducting a drug and alcohol test, will be administered by trained personnel at a designated location. Under normal conditions, drug testing under random, post accident, and reasonable suspicion arenas, the drug sample collection will be done at a designated clinic or medical facility. At jobsite locations which are significantly isolated, short in duration, or clinic availability is severely restricted, random drug testing may be conducted on-site by trained individuals where allowed. At work locations which are significantly isolated or the medical facility is not equipped, willing or able to conduct Evidential Breath Testing (EBT), the EBT test maybe

conducted on-site by trained individuals. This test may be conducted by trained designated Company personnel with the authorization of the Manager of Safety.

7.2 Testing Laboratory

Selection of a National Institute on Drug Abuse (NIDA) certified laboratory will be made by the Safety Department for the Company. The Testing Laboratory will assist in appropriate administrative procedures for timely drug/alcohol test results. A certified medical facility or laboratory must be under contract for all urine drug testing for a particular project or location.

7.3 Training

All managers and supervisory personnel must complete an appropriate annual training program conducted by trained specialists from the EAP and the Company who teach managers and supervisory personnel to recognize appropriate symptoms and to administer this Policy in a consistent, confidential and intelligent manner.

All individuals who will conduct the on site EBT testing will receive annual training.

Individuals who conduct the on site preliminary drug screening will receive training annually in sample collection, the Chain of Custody process, and preliminary testing of the sample for drugs.

All Applicants will attend an orientation, which includes:

1. An overview of the Company's Drug and Alcohol Policy;
2. Company work rules and disciplinary procedure.

All Employees and Applicants are required to complete and sign:

1. Acknowledgment of receiving and reading the Drug and Alcohol Policy;
2. Consent to test.

7.4 Searches

In order for the Company to assure the safety of Employees and to protect its assets, the Company reserves the right to conduct reasonable searches for alcohol, drugs and related paraphernalia anywhere within the boundaries of Company property, work areas, or areas within the Company's care, custody and control. A search may include any Company-owned assets, including vehicles, lockers, desks and personal property brought onto Company property.

The use of undercover operations, agencies, dogs, or any other similar method of substance abuse detection can only be authorized by the President of the Company. If such operations produce evidence to reasonably suspect individuals engaged in activities that may be in violation of this Company policy, those

individuals will be required to submit to a drug and alcohol test, at the sole authorization and direction of the President of the Company.

7.5 Posting and Notification

Applicable signs are to be posted at all Company locations reflecting the Company's policy regarding drugs and alcohol. These signs are to be posted in such a manner as to be visible to vendors, suppliers, visitors, subcontractors and Employees. The wording on these signs will be as follows:

"Possession or use of alcohol, illegal drugs, drug paraphernalia, weapons, and controlled or unauthorized substances are not allowed on this property. Entry onto this property is consent to and recognition of the right of the Company or its authorized representatives to conduct searches of individuals, vehicles, personal effects, and other property of individuals at any time for such articles, substances, weapons, and Company property."

8 Subcontractors - Drug and Alcohol Policy Administration

8.1 Summary

It is the objective of the Company to provide a safe work environment for all Employees and subcontractor Employees. This Policy is designed to protect the health and safety of Employees and subcontractor Employees at all work locations and offices.

Subcontractors providing services involving their presence at an office, job site or operational location shall comply with this policy, to the extent possible, by providing the Company with an acceptable drug and alcohol policy.

At the reasonable request of the Company, subcontractors will also provide proof of Employee testing, to the satisfaction of the Company.

The Company reserves the right to deny access to, or will require a subcontractor Employee to leave the workplace if there are reasonable grounds to believe he/she is:

1. Using, possessing, buying, selling or otherwise exchanging, whether or not for profit, controlled substance or drug paraphernalia as defined in applicable state laws.
2. Using, possessing, buying, selling or otherwise exchanging, whether or not for profit alcoholic beverages.
3. Any person convicted under any criminal drug/alcohol statute for a violation occurring in the work place.

The Company reserves the right to conduct reasonable searches for alcohol, illegal drugs and related paraphernalia anywhere within the boundaries of Company

controlled property, work area and within the work environment. A search may include:

- (a) Any Company-owned assets;
- (b) Vehicles parked on Company premises;
- (c) Lockers and/or desks;
- (d) Personal property brought onto Company property.

8.2 Subcontracts and Purchase Orders

All subcontracts and purchase orders with field labor shall contain language similar to the Company's policy regarding drugs and alcohol as follows:

"Possession or use of alcohol, illegal drugs, drug paraphernalia, weapons, and controlled or unauthorized substances are not allowed on this property. Entry onto this property is consent to and recognition of the right of the Company or its authorized representatives to conduct searches of individuals, vehicles, personal effects, and other property of individuals at any time for such articles, substances, weapons, and Company property."

EXHIBIT 2**APPLICANT/EMPLOYEE CONSENT FOR DRUG AND ALCOHOL TESTS**

Job # or Work Location: _____

Name: _____

SS#: _____

Home Address: _____

Home Phone #: _____

Local Phone #: _____

I have read the Company Drug and Alcohol Policy in its entirety and agree to adhere to the Policy.

I hereby consent and agree to give specimens of my urine at the designated collection location as well as submit to Evidential Breath testing. This specimen and testing shall be used to detect the presence of prohibited drugs and/or alcohol in my body. I further consent and agree that the drug results may only be furnished to the Company by the testing facility, or the Medical Review Officer.

If presently employed:

In the event that I am, involved in a work-related accident or incident, or the Company has reasonable suspicion of a drug or alcohol problem involving me, or I am randomly selected, I consent and agree to take an Evidential Breath Test from designated personnel. I further consent and agree to give specimens of my urine for the purpose of testing for the presence of drugs in my body. The testing facility or Medical Review Officer is authorized to release the results of such tests only to the ProEnergy Safety Manager or the President of the Company or his/her designee. My signature below acknowledges that I have read and understand the foregoing statements and the consent given herein. A confirmed positive result on these test(s) will be cause for termination.

Witness Signature_____
Applicant/Employee Signature_____
Date_____
Date

EXHIBIT 3**REASONABLE SUSPICION REPORT****CONFIDENTIAL**

This report is only a guideline for the interviewer to aid and help determine if there are other factors that may be affecting the behavior of the employee that causes the employer to be reasonably suspicious or concerned about the employee.

Date: _____ Time: _____ Interview Location: _____

Name of employee: _____

Employees SS #: _____ Payroll/Badge #: _____

Address: _____

Cause(s) for suspicion

Please check or indicate all pertinent issues, symptoms, or signs that lead you to believe the employee is under the influence of a prohibited substance.

1. Have you observed abnormal behavior?
2. Was it observed or reported to you that the individual was in possession or use of a prohibited substance?
3. Is there an apparent drug or alcohol intoxication?
4. Are there other reasons? (i.e., serious misconduct, fighting or argumentative language or behavior, refusal to follow supervisors instruction, excessive or unauthorized absence etc.)
Please specify.

(Use additional sheet(s) if necessary to fully document.)

Observations:

(Circle words describing observed conditions.)
(Add other comments that may be appropriate.)

Breath: Odor of alcohol or liquor: none, faint, moderate, strong. Odor of marijuana, a sweet or sour breath odor. Any other odors from breath or elsewhere? Describe the odor

Skin: Normal, flushed, pale, clamminess, excessive sweating, or other. If other, describe: _____

Attitude: Polite, excited, hilarious, talkative, carefree, sleepy, cooperative, indifferent, antagonistic, combative, insulting, other. If other describe:

Eyes: Are their pupils Normal, dilated, or constricted? Are their eyes Normal, watery or bloodshot. Is there inappropriate wearing of sunglasses or are they squinting excessively? Does it appear their eyes are sensitive to light or do they have a poor reaction to light? Are there any other issues that should be noted? (i.e. glazed, sleepy, etc.)Describe:

Balance: Fair, sure, swaying, wobbling, sagging knees, falling, poor coordination, other. If other describe: _____

Walking: The individuals stride is fair, steady, sure, unsure, swaying, stumbling, staggering, falling, other. Please describe: _____

Speech: Fair, slurred, stuttering, confused, incoherent, wrong choice or use of words, repetitive phrases, clearness and correctness of enunciation abnormal for individual, other. Describe: _____

Other Physical signs or symptoms

Please check all items that may be appropriate and give a brief but detailed explanation of the items marked.

1. The individual exhibits extreme fatigue, drowsiness or is sleeping on the job.
2. The individual appears highly nervous or highly excited or agitated.
3. He / she appear to have a dry mouth (frequent swallowing/lip wetting or is constantly drinking fluids at a level greater than usual)
4. The individual has body tremors/twitching or shaking hands.
5. It appears that the individual has a runny nose or sores around the nostrils.
6. The individual has difficulty breathing or breathing is irregular.
7. The person has been vomiting or has nausea.

Explain: (Please use additional paper, if necessary)

INTERVIEW:

Addressed to the employee by the interviewer: You are exhibiting unusual behavior (&/or actions) that are causing us concern to the point that we have reasonable suspicion that you may be under the influence of drugs &/or alcohol. Is there anything, which could be causing you to have this type of behavior or actions? (THE INTERVIEWER MUST CAREFULLY DOCUMENT, IN DETAIL, THE RESPONSE OF THE INTERVIEWEE. PLEASE USE ADDITIONAL PAPER AS NECESSARY).

DISPOSITION OR ACTION

Interviewed by: _____ Date: _____ Time: _____

Decision concurred with by:

Name: _____ Title: _____

Signature

Date: _____

Witness Signature

Date: _____