

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the attached agreement between the City of Florence and PipeSuite Professional Services, Inc., to provide professional services in a Pipeline Compliance Package with Mailing Services for the City of Florence Utilities Gas Department as required by PHMSA and DOT in the contract amount of \$50,900.00 per year for three years, the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds PipeSuite Professional Services, to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to PipeSuite Professional Services, and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER



Pipeline Compliance Package Proposal

Prepared By:



February 7, 2025

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INTRODUCTION

With over 25 years of experience in the pipeline industry, **PipeSuite**, a Division of *Payne Management, Inc.*, is a nationally recognized pipeline regulatory compliance firm that provides expertise in all aspects of pipeline regulatory compliance, including planning, training, and auditing services.

The key personnel of **PipeSuite** have extensive experience pertaining to pipeline regulations issued by the Alabama Public Service Commission (ALPSC) and the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHMSA). **PipeSuite** has significant experience participating in Federal and State inspections/audits with PHMSA and State Regulators.

To highlight some of the many of the services we offer:

- A. Developing Operations & Maintenance Manuals, including Damage Prevention and Emergency Planning Sections,
- B. Operator Qualification Plan Development and Maintenance,
- C. Transmission Integrity Management Plan (TIMP) Development,
- D. Distribution Integrity Management Plan (DIMP) Development,
- E. Public Awareness Plan Development, Management, and Effectiveness Evaluation as required,
- F. Public Awareness Services,
- G. Anti-Drug and Alcohol Plan Development,
- H. Control Room Management Plan Development, and
- I. Audit Assistance and Representation.

In addition to the above listed pipeline regulatory compliance services, we have developed and implemented numerous other regulatory compliance related services including Class Location Studies, High Consequence Area (HCA) Evaluations, and Emergency Response Plans. Through years of experience, we have become familiar with Federal and State regulations, particularly Alabama, Louisiana, Texas, Mississippi, Florida, and Virginia.

Along with extensive experience in the industry, PipeSuite offers a state-of-the-art software program that streamlines compliance efforts and tasks for all levels of management within your organization. These offerings include OQ Training, a Management of Change (MOC) System, Compliance Calendar, Document Library, Management Review module, and our Geographic Inspection Manager (GIM) module. For more information about our **PipeSuite** Software, visit [PipeSuite.com](https://www.pipesuite.com).

The following sections provide more specific information regarding the services we will offer. We appreciate the opportunity to provide this information about our company. If you should have any questions concerning this information or require additional information, please feel free to contact us.

SCOPE OF SERVICES

The proposed scope of services includes:

Operations & Maintenance Manual Review/Revision **\$2,500/yr.**

PipeSuite will annually review/revise a written Operations & Maintenance (O&M) Manual for Florence's distribution pipeline system that satisfies the requirements at 49 CFR §192.605. This plan will be prepared to include a cross-reference index that matches the standards of Pipeline Inspection protocol established by the Pipeline and Hazardous Materials Safety Administration (PHMSA). This cross-reference will provide Florence's coordinator with the ability to follow along easily and efficiently during the State and Federal audit/inspection.

The Operations and Maintenance (O&M) Manual will include:

- Cross-Reference Index
- Maintenance Procedures
- Safety and Environmental Guidelines
- Monitoring and Control Systems
- Abnormal Operations
- Surveillance and Incident Investigation
- Reporting Procedures
- Corrosion Control
- Contacts and References
- Equipment Specification
- Recordkeeping and Documentation

Emergency Response Manual Review/Revision**\$1,000/yr.**

PipeSuite will annually review/revise a written Emergency Response Manual for Florence's distribution pipeline system that satisfies the requirements at 49 CFR §192.615.

Operator Qualification Program Plan Review/Revision**\$2,000/yr.**

PipeSuite will annually review/revise a written Operator Qualification (OQ) Program Plan for Florence's pipeline system that satisfies the requirements at 49 CFR §192.805. This plan will be prepared to include a cross-reference index that matches the standards of Pipeline Inspection protocol established by the Pipeline and Hazardous Materials Safety Administration (PHMSA). This cross-reference will provide Florence's coordinator with the ability to follow along easily and efficiently during the State and Federal audit/inspection.

The Operator Qualification (OQ) Program Plan will include:

- Cross-Reference Index
- Covered Task Identification
- Personnel Evaluation Methods
- Non-Qualified Personnel Management
- Evaluation Following an Incident Process
- Evaluation Following Poor Performance Process
- Re-Evaluation Process
- Qualification By Others Process
- Recordkeeping and Documentation

Anti-Drug & Alcohol Program Plan Review/Revision**\$2,000/yr.**

PipeSuite will annually review/revise a written Drug & Alcohol Program Plan for Florence's pipeline system that satisfies the requirements at 49 CFR Part 199 (PHMSA drug and alcohol testing regulation) and 49 CFR Part 40 (DOT drug and alcohol testing regulation). This plan will be prepared to include a cross-reference index that matches the standards of Pipeline Inspection protocol established by the Pipeline and Hazardous Materials Safety Administration (PHMSA). This cross-reference will provide Florence's coordinator with the ability to follow along easily and efficiently during the State and Federal audit/inspection.

The Drug & Alcohol Program Plan will include:

- Cross-Reference Index
- Company Responsibilities

- Designated Employer Representative (DER) Determination
- Substance Abuse Professional Qualifications Identification
- Drug Testing Program including Observation and Testing Requirements
- Review of Drug Testing Results Process
- Employee Assistance Program Identification
- Alcohol Misuse Prevention Program including Testing Requirements
- Referral, Evaluation, and Treatment Process
- Recordkeeping and Documentation

Public Awareness Program Plan Review/Revision**\$2,000/yr.**

PipeSuite will annually review/revise a written Public Awareness Program Plan for Florence's pipeline system that satisfies the requirements at 49 CFR Part 192.616. This plan will be prepared to include a cross-reference index that matches the standards of Pipeline Inspection protocol established by the Pipeline and Hazardous Materials Safety Administration (PHMSA). This cross-reference will provide Florence's coordinator with the ability to follow along easily and efficiently during the State and Federal audit/inspection.

The Public Awareness Program Plan will include:

- Cross-Reference Index
- Roles and Responsibilities
- Stakeholder Audience Determination Methods
- Program Material Identification
- Delivery Method Determinations
- Supplemental Material Identification
- Emergency Official Liaison Method Development
- Program Evaluation Method Development
- Recordkeeping and Documentation

Public Awareness Mailing List Development**\$3,600**

PipeSuite will identify the affected public (customers and non-customers) that exists along the pipeline right-of-way, as well as the excavators, emergency officials and public officials within each relative County through the development of a mailing list. The mailing list, which will be used for brochure mailing, will include the affected public, emergency officials and public officials. This service will be performed once during the length of the contract.

Public Awareness Standard Brochure Design **\$1,200**

PipeSuite will provide Florence with a brochure design to effectively communicate pipeline safety messages from API RP 1162 to the applicable stakeholder audiences. Once the brochures are developed to meet Florence's expectations and match PHMSA requirements, brochures can be printed and mailed.

Public Awareness Survey Brochure Design & Online Survey Development **\$900**

PipeSuite will develop a questionnaire to be included in mail-out materials. This questionnaire will be in the form of an online survey accessible via a QR code and web address. The questionnaire is essential in measuring program effectiveness, as it provides a means of determining whether the information is reaching the intended stakeholder audience and if the recipient audiences are understanding the messages delivered. The data received from these surveys will be subsequently used to prepare a statistical analysis of the overall effectiveness of the mail-out campaign.

PipeSuite will provide Florence with a brochure design to effectively communicate pipeline safety messages from API RP 1162 to the applicable stakeholder audiences, while also including a QR Code to an online survey. To increase the response rate, PipeSuite will include an incentive for a chance to receive a \$50 Amazon gift card. PipeSuite will randomly pick 1 winner from the respondents and distribute the gift card to the winner. Once the survey brochures are developed to meet Florence's expectations and match PHMSA requirements, brochures can be printed and mailed.

Printing & Mailing of Public Awareness Brochures **\$32,800/yr.**

Standard Brochures: PipeSuite will mail the brochures to the stakeholder audiences as specified in American Petroleum Institute (API) Recommended Practice 1162. This will include mailing to customers twice per year, non-customers living along the pipeline once per year, excavators once per year, emergency officials once per year, and public officials once during the 3-year contract. Based on a preliminary review of available information provided by Florence, the approximate quantity of each stakeholder audience requiring Public Awareness notification is as follows:

- 17,000 customers,
- 23,500 affected public (customers and non-customers),
- 600 excavators,
- 75 emergency officials, and
- 210 public officials.

Survey Brochures: To be used for an effectiveness determination, one round of the brochures will include a QR Code that directs the participant to an online public awareness survey. PipeSuite will mail the brochures and gather the online survey responses in order to evaluate the effectiveness of the Public Awareness mailing efforts.

Effectiveness Evaluation of Public Awareness Program**\$3,500**

Based on API Recommended Practice 1162, each Public Awareness program should be evaluated for effectiveness. In order to determine the effectiveness of the mail-out campaign, a Statistical Analysis will be performed to evaluate the online survey responses submitted via the Public Awareness Survey Brochures.

PipeSuite will prepare a 4-Year Effectiveness Evaluation for Florence's public awareness efforts to satisfy the requirement set forth in API RP 1162, which states that pipeline operators are to perform a comprehensive review to determine the overall effectiveness of their public awareness program. To determine the overall effectiveness, PipeSuite will include a review and both qualitative and quantitative studies of Florence's public awareness activities and documents over the preceding 4 years.

PipeSuite Basic Software (\$15/user/month - 30 users)**\$450/mo.**

PipeSuite's patented software works in unity to deliver an easy-to-use platform for pipeline regulatory compliance. Pipeline operators benefit from reliable software solutions to streamline regulatory compliance, enhance operational efficiency, and ensure safety. Effective software packages support the tracking, documentation, and reporting of compliance activities, helping operators meet federal, state, and local regulations. This overview presents a range of software package options designed to meet the diverse needs of pipeline operators, providing tools for regulatory management, risk assessment, OQ training, and continuous monitoring.

PipeSuite will provide access to PipeSuite Basic for thirty (30) users, ensuring they have the necessary tools and resources for effective pipeline compliance management. PipeSuite Basic provides comprehensive tools for pipeline operators, featuring the following modules:

(1) Procedure Management & Operator Qualification (OQ) Training

Training modules tailored to match customized procedures.

(2) Document Library

A centralized library for easy access to critical compliance documents.

Together, these features provide a holistic approach to managing compliance and operational requirements effectively.

For more information, see www.pipesuite.com/pricing

COST BREAKDOWN

Service	Annual Fee
Operations & Maintenance (O&M) Manual Review/Revision	\$2,500
Emergency Response Plan Review/Revision	\$1,000
Operator Qualification (OQ) Plan Review/Revision	\$2,000
Anti-Drug & Alcohol Program Plan Review/Revision	\$2,000
Public Awareness Program Plan Review/Revision	\$2,000
Mailing List Development (All audiences)	\$1,200
Public Awareness Brochure Design	\$300
Public Awareness Survey Brochure Design & Online Survey Development	\$500
Printing & Mailing Public Awareness Brochures	\$32,800
Effectiveness Evaluation of Public Awareness Program	\$1,200
PipeSuite Basic Software (30 users)	\$5,400
Total Cost Per Year	\$50,900

Appendix A

Services Agreement

PIPELINE SERVICES AGREEMENT

This Pipeline Compliance Services Agreement (hereinafter “the Agreement”), effective as of the ____ day of _____, 2025, (“Effective Date”), is entered into between PipeSuite, a division of Payne Management, Inc. (hereinafter “Servicer”) and City of Florence (hereinafter “Subscriber”). Servicer and Subscriber are referred to herein individually as a “Party” and collectively as the “Parties”:

RECITALS

WHEREAS, Servicer is recognized as an authority on matters relating to Pipeline Compliance Services; and

WHEREAS, the Subscriber has determined that there is a need for a service to assist it in achieving and maintaining compliance with federal and state pipeline safety regulations;

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement, and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties agree as follows:

SPECIFIC PROVISIONS

1. **Services Offered and Pricing.**

Servicer offers a Pipeline Compliance Services Package (collectively referred to herein as “Package”) which is customized to meet DOT/PHMSA regulatory compliance. The Subscriber has requested the Pipeline Compliance Package for a yearly cost of \$50,900 or a monthly cost of \$4,241.67.

2. **Services to be Rendered.**

The packages offered by the Servicer and the pricing stipulated are for the purpose of assisting the Subscriber in achieving and maintaining compliance with Federal and State pipeline safety regulations by providing the services listed on Exhibit "A" hereto, which are incorporated herein by this reference (the "Services"). Servicer agrees to provide the requested services.

3. **Payment for Services.**

Subscriber shall pay the price set forth in paragraph 1 of this Agreement for the package selected by the Subscriber. Subscriber has the option of paying the amount owed based on the monthly cost or yearly cost. If Subscriber chooses to pay the yearly cost, Subscriber shall make payment for the yearly cost when the Agreement is executed and shall pay the yearly cost on each successive anniversary date of the Effective Date of the Agreement. If Subscriber chooses to pay the monthly cost, Subscriber shall pay the first month's payment when the Agreement is signed, and pay each of the remaining payments on or by the 1st day of each following month, for a total of 36 payments.

4. **Term of Agreement.**

The "Term" of the Agreement shall commence on the Effective Date and continue for thirty-six (36) months. Subscriber agrees that the Agreement will automatically renew at the end of thirty-six (36) months for an additional thirty-six (36) month period if the Subscriber fails to give Servicer written notice of Subscriber's intent not to renew the Agreement within sixty (60) days of the expiration of the Term of the Agreement, including any renewal Term. Subscriber further agrees that the price for each renewal Term will increase by 5% from the preceding Term.

5. **Default.**

Subscriber agrees that it is in default of the Agreement if Subscriber fails to pay the yearly and/or monthly cost within thirty (30) days of when a payment is due. Subscriber agrees that Servicer may, at its option, accelerate the remaining payments due for the remaining Term of the Agreement and demand full payment of the amount owed from the Subscriber. Servicer agrees to send written notice to the Subscriber if Servicer chooses to accelerate the payments owed under this Agreement and Subscriber shall have 15 days from the date of the notice to cure the default. Subscriber further agrees to pay Servicer interest at a rate of 18% per annum on any unpaid balance in the event of a default of the Agreement and all reasonable costs of collection including attorney's fees and expenses.

Servicer agrees that it is in default of the Agreement if it fails to provide the services requested by Subscriber from Exhibit "A". In the event Subscriber believes that Servicer is in default of the Agreement by failing to provide the requested services, Subscriber shall send written notice to Servicer by certified mail, return receipt requested, setting forth each and every reason Subscriber believes that Servicer is in default of the Agreement. Servicer shall have sixty (60) days from receipt of the notice to remedy any alleged default. In the event Servicer fails to remedy the default at the end of the 60 days, Subscriber may cancel the Agreement by written notice sent to the Servicer by certified mail, return receipt requested. Subscriber agrees to pay Servicer's time and materials expenses incurred as of the date of cancellation based on Servicer's current Standard Schedule of Fees existing at the time of cancellation.

6. **Entire Agreement.**

The Parties agree that the Agreement comprises the complete agreement between the Parties regarding the subject matter of the Agreement and supersedes any prior negotiations and agreements, whether written or oral. No term or provision of the Agreement may be waived, added, changed, modified or deleted, in whole or in part, without the written consent of both Parties.

7. **Governing Law and Venue.**

The Parties Agree that the Agreement is to be constructed and enforced under the laws of the State of Alabama, and the Parties agree that any legal action filed to enforce the terms of the Agreement must be filed in a court of competent jurisdiction in Mobile County, Alabama.

PIPESUITE

By: _____

Its: _____

Servicer's Address for Notice:
7320 Hitt Road
Mobile, Alabama 36695

CITY OF FLORENCE

By: _____

Its: _____

Subscriber's Address for Notice:
650 Rickwood Road
Florence, Alabama 35630



Exhibit "A"

PIPELINE COMPLIANCE PACKAGE

The Pipeline Compliance Package offers pipeline regulatory compliance services for the City of Florence. The package includes the following compliance services:

- Annual review/revision of the Operations & Maintenance (O&M) Manual.
- Annual review/revision of the Emergency Response Plan.
- Annual review/revision of the Operator Qualification (OQ) Plan.
- Annual review/revision of the Anti-Drug & Alcohol Plan.
- Annual review/revision of the Public Awareness Program Plan.
- One-time mailing list development for all applicable stakeholder audiences.
- One-time Public Awareness standard brochure design.
- One-time Public Awareness survey brochure design and online survey development.
- Printing & mailing of standard brochures for up to 17,000 customers, once a year.
- Printing & mailing of standard brochures for up to 23,500 customers/non-customers, once a year.
- Printing & mailing of standard brochures for up to 600 Excavators, once a year.
- Printing & mailing of standard brochures for up to 75 Emergency Officials, once a year.
- Printing & mailing of standard brochures for up to 210 Public Officials, once every three years.
- Printing & mailing of survey brochures for up to 23,500 customers/non-customers, in place of standard brochures, on a one-time basis.
- Printing & mailing of survey brochures for up to 600 Excavators, in place of standard brochures, on a one-time basis.
- Printing & mailing of survey brochures for up to 75 Emergency Officials, in place of standard brochures, on a one-time basis.
- Printing & mailing of survey brochures for up to 210 Public Officials, in place of standard brochures, on a one-time basis.
- One-time Effectiveness Evaluation of the Public Awareness Program.
- PipeSuite Basic software for thirty (30) users.

Appendix B

General Terms & Conditions



GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

PipeSuite shall perform the services defined in this contract and shall invoice the Client at those rates shown on the proposal, current standard fee schedule or contract agreement, as applicable. Any estimate of cost to the Client, as stated in this contract, shall not be considered as a fixed price, but only as an estimate (unless otherwise specifically stated in this contract). **PipeSuite** will provide additional services under the contract, as requested by the Client, and invoice the Client for those additional services at standard rates. The rates shown will be valid for ninety (90) days unless otherwise stated in the proposal.

2. INVOICES

PipeSuite will submit invoices to Client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classification. A more detailed separation of charges and back-up data will be provided, at the Client's request.

Payment is due upon presentation of the invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 and ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If **PipeSuite** personnel are called or subpoenaed for depositions, examination, or court appearances in any dispute arising out of the Project, **PipeSuite** shall be reimbursed on a time and material basis in accordance with **PipeSuite's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. STANDARD OF CARE

Service performed by **PipeSuite** under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **PipeSuite** and that the data interpretations and recommendations of **PipeSuite's** personnel are based solely on the information available to them. **PipeSuite** will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

4. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, plans, estimates, and other documents prepared by **PipeSuite**, as instruments of service, shall remain the property of **PipeSuite**.

Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

PipeSuite will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client, at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **PipeSuite** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressees and the Client. The, terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one else is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

5. LIMITATION OF LIABILITY

The owner agrees to limit **PipeSuite's** liability to the owner and all construction contractors and subcontractors on the project arising from professional acts, errors, or omissions, such that the total aggregate liability of **PipeSuite** to all those named shall not exceed \$50,000 or **PipeSuite's** total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of liability to **PipeSuite**, which liability may arise on account of **PipeSuite's** professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of **PipeSuite's** professional acts, errors, or omissions.

6. DISPUTES

In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense or prosecution of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses. Any lawsuit or prosecution related to services performed or rendered under this contract must be commenced in Mobile County, Alabama.

7. INSURANCE

PipeSuite represents and warrants that it and its agents, staff, and consultants employed by it is and are protected by worker's compensation insurance, to the extent required by state law, and that has such coverage under public liability and property damage insurance policies, which **PipeSuite** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, **PipeSuite** agrees to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by **PipeSuite**, its agents, staff, and consultants employed by it. **PipeSuite** shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

8. TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, **PipeSuite** shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, **PipeSuite** may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of **PipeSuite** in completing such analyses, records and reports.

9. TERM OF AGREEMENT

The “Term” of the Agreement shall commence on the Effective Date and continue for thirty six (36) months. Client agrees that the Agreement will automatically renew at the end of thirty six (36) months for an additional thirty six (36) month period if the Client fails to give **PipeSuite** written notice of Client’s intent not to renew the Agreement within sixty (60) days of the expiration of the Term of the Agreement, including any renewal Term. Client further agrees that the price for each renewal Term will be based on the current standard pricing at the time of renewal.

10. ASSIGNS

Neither the Client nor **PipeSuite** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

11. RIGHT TO STOP WORK

Stopping project work is an extreme action, which should be taken only by the owner after giving serious consideration to the effects of such an order. Under no circumstances will **PipeSuite** take the initiative in issuing this order. **PipeSuite** will only provide data and recommendations.

12. SAFETY

Should **PipeSuite** provide on-site assistance at the Client’s location, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the jobsite, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor’s procedures conducted by **PipeSuite** does not include review of the adequacy of the contractor’s safety measures in, on, adjacent to, or near the construction site.

13. HAZARDOUS SUBSTANCES

Should **PipeSuite** provide on-site assistance at the Client's location, Client agrees to advise **PipeSuite**, prior to beginning work, of any hazardous substances on or near the site. In the event that samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated during our services, which cannot be reasonably decontaminated, shall become the property and responsibility of the Client. Such samples and/or equipment will be delivered to the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

14. WARRANTY OF ONLINE SERVICES USE

PipeSuite shall not under any circumstances be responsible for any direct, indirect, incidental or consequential liability resulting from the use of the information included with the use of the online programs or software. The online software was designed to be used by the Client intended and cannot be distributed or reused for or by any other user without the expressed written consent of **PipeSuite**. The software and designs are protected by copyright law. Unauthorized reproduction or distribution of the software or online services, or any part of it, may result in severe civil or criminal penalties, and will be prosecuted to maximum extent possible under the law. Reverse engineering, decompiling, disassembling, modifying, translating, making any attempt to discover the source code of the software, or create derivative works from the software or online services is strictly prohibited.

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