

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT Southern District of Mississippi		PROOF OF CLAIM
Name of Debtor: Mississippi Phosphates Corporation	Case Number: 14-51667	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Hydrovac Industrial Services, Inc.		
Name and address where notices should be sent: c/o James A. McCullough, II Brunini, Grantham, Grower & Hewes, PLLC PO Drawer 119, Jackson, MS 39205 Telephone number: (601) 960-6898 email: jmcullough@brunini.com		<div style="text-align: center;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): c/o Mike Lenig 4896 Old Louisville Rd. Savannah, GA 31408 Telephone number: (912) 964-0660 email: lenig@envirovac.us		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>975,209.72</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Industrial services provided</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 0 0 1 1	3a. Debtor may have scheduled account as: <u>Hydrovac</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Setoff/Recoupment Against Mutual Claims Asserted by Debtor.</u> Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: <div style="text-align: right;">\$ <u>975,209.72</u></div> Basis for perfection: <u>See attached.</u> Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: <div style="text-align: right;">\$ _____</div>		
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

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B1C (Official Form 10) (04/13)

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7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available, please explain:

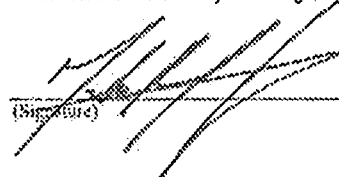
8. Signature: (See instruction #8)

Check the appropriate box:

- ☐ I am the creditor. ☒ I am the creditor's authorized agent ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Mike Lanig
Title: CFO
Company: Hydrovac Industrial Services, Inc.
Address and telephone number (if different from notice address above):
4895 Old Louisville Rd.
Savannah, GA 31406


(Signature)

2-23-15
(Date)

Telephone number: (912) 964-0660 email: lanig@envirovac.us

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the form. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

IN RE:

**MISSISSIPPI PHOSPHATES
CORPORATION, et al.**

**CASE NO. 14-51667-KMS
(Chapter 11)**

Debtors

**ADDENDUM TO PROOF OF CLAIM OF
HYDROVAC INDUSTRIAL SERVICES, INC.**

Hydrovac Industrial Services, Inc. ("Hydrovac") submits this Addendum to its Proof of Claim, and in support states as follows:

1. On or about March 14, 2012, Hydrovac and Mississippi Phosphates Corporation ("MPC") entered into a Master Services Agreement ("MSA"), pursuant to which Hydrovac agreed to perform construction, repair, maintenance, and other work at MPC's production facilities in Pascagoula, Mississippi. *See* Master Services Agreement, attached as Exhibit A.

The MSA provides that:

From time to time [MPC] may orally request [Hydrovac] to perform a work project on a time and materials basis without the necessity of [Hydrovac] submitting a Proposal. In such event, [Hydrovac's] commencement of performance will create a binding Contract on a time and materials basis with respect to such work project governed by the terms of this Agreement and [Hydrovac's] Rate Schedule; provided that [MPC] may, at its option, issue a Purchase Order for such work including additional terms, which [Hydrovac] shall be deemed to have accepted by commencement or continuation of performance of the work.

Ex. A, at ¶ 2.1.

2. MPC placed numerous work orders with Hydrovac pursuant to the MSA. Hydrovac accepted and performed these orders in exchange for MPC's promise to pay in accordance with the payment terms of the MSA. *See* Ex. 1, at ¶ 3.3.

3. MPC has failed to make the agreed upon payments to Hydrovac as required by the MSA. Copies of the unpaid invoices directed to MPC which detail the services that MPC ordered from Hydrovac and for which MPC agreed to pay are attached as Exhibit 2.

4. MPC is indebted to Hydrovac in the principal amount of \$975,209.72. *See* Accounts Receivable, attached as Exhibit 3.

5. Hydrovac's claims against MPC are further set out in its Answer and Counterclaim against MPC filed in the Circuit Court of Jackson County, Mississippi, Cause No. 2014-122(2) (the "State Court Action"), attached as Exhibit 4.

6. MPC has asserted certain claims against Hydrovac arising out of an industrial accident which occurred on August 9, 2013. MPC's claims against Hydrovac are set out in its Complaint filed in the State Court Action, attached as Exhibit 5. Hydrovac denies the allegations stated in the Complaint.

7. The MPC Complaint fails to aver any amount of damages allegedly owed to MPC by Hydrovac. However, to the extent of any damages award, Hydrovac is entitled to rights of setoff and/or recoupment, and for this reason, Hydrovac files this claim as a secured claim up to the amount of damages, if any, that may be awarded MPC.

8. The MPC Complaint also seeks a declaratory judgment that paragraphs 3.3(a) and (b) of the MSA permit it to withhold payments due to Hydrovac under the contract. Paragraphs 3.3(a) and (b) of the MSA only apply to fixed price contracts, and all claims and counterclaims between Hydrovac and MPC arise out of work performed on a time and materials basis covered by paragraph 3.3(c).

9. Paragraph 3.3(c) of the MSA provides:

(c) Payment for Time and Materials Contract. Each week during the progress of the work, Contractor shall submit to Owner an itemized invoice in

accordance with the provisions of paragraph 3.31, for the costs, charges and expenses incurred in the performance of the work hereunder. Said invoice shall be accompanied by a schedule of labor charges, copies of invoices for materials and equipment, and such other supporting documents as Owner may require. **Within thirty (30) calendar days of receipt of all of Contractor's invoices for a given month, Owner shall pay the face amount of said invoices, subject to (c)(i) and (ii) below. After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to owner and (ii) Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payment shall be remedied promptly upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only. (emphasis added).**

10. Under the plain language of paragraph 3.3(c), MPC was required to pay Hydrovac's invoices within thirty (30) calendar days if the work was acceptable to MPC and Hydrovac complied with the MSA's lien requirements. If Hydrovac failed to comply fully with its obligations under the MSA, paragraph 3.3(c) permitted MPC to withhold final payment of an invoice beyond thirty (30) days, and also required MPC to make demand upon Hydrovac to remedy the unacceptable work and to make the final payment on the invoice within thirty (30) days after Hydrovac has remedied. MPC made no such demand on Hydrovac.

11. MPC has no right to withhold payment from Hydrovac on account of the industrial accident on August 9, 2013, because, among other reasons:

- A. Hydrovac fully complied with all of its obligations under the MSA;
- B. MPC failed to make demand on Hydrovac to remedy any alleged failure by Hydrovac to comply with any obligations under the MSA;

- C. MPC failed to satisfy conditions precedent;
 - D. MPC represented on August 10, 2013, that the work Hydrovac performed at MPC's facilities on August 9, 2013, the date of the accident referenced in the Complaint, was "Excellent" and acceptable to MPC;
 - E. MPC signed the daily Customer Work Order accepting the work performed by Hydrovac on August 9, 2013, without indication that the work performed was in any way unacceptable;
 - F. MPC failed to give notice to Hydrovac that MPC intended to withhold any payments;
 - G. On January 2, 2014, MPC acknowledged that it is liable to Hydrovac for the full amount of its debt and that no invoice was in dispute;
 - H. MPC's statements of complete satisfaction with Hydrovac's performance under the MSA and MPC's lack of demand to remedy any deficiencies, as required by Paragraph 3.3(c) of the MSA, evidences no right of MPC to withhold payment;
 - I. MPC's continued payments to Hydrovac following the August 9, 2013 accident, consisting of 32 payments applied to 63 separate invoices and totaling \$730,903.98, evidences no right of MPC to withhold payments;
 - J. MPC has no right to withhold payment under paragraphs 3.3(a) or (b) of the MSA because, among other reasons, those provisions only apply to fixed price contracts, and all work performed by Hydrovac for which MPC has not paid was done on a time and materials basis; and
 - K. Other reasons to be proven.
12. Additionally and alternatively, MPC waived any right to withhold payments, if any, by continuing to request and accept services from Hydrovac under the MSA and by continuing to make payments to Hydrovac following August 9, 2013.
13. To the extent that MPC prevails on any claim for loss or damages against Hydrovac arising out of the August 9, 2013, industrial accident, MPC would receive a damages award against which Hydrovac may exercise its right of setoff and/or recoupment to satisfy all or some of its claim against MPC.
14. Documents evidencing the claim of Hydrovac against MPC and its property are

attached and incorporated herein by reference. Hydrovac may have other and further claims against MPC arising out of or related to the transactions and documents described herein. Moreover, Hydrovac may have claims under orders entered by this Court. Other documents may evidence, secure, or relate to this claim. Hydrovac reserves the right to amend or supplement this Proof of Claim, including without limitation, to provide information obtained from MPC. This Proof of Claim does not waive any claim, right, or interest of Hydrovac against any person or entity, or with respect to any interest in property, and Hydrovac expressly reserves any such right, including its right of setoff and/or recoupment. This claim is filed as an unsecured claim to the extent that Hydrovac's claim against MPC exceeds the value of its right of setoff and/or recoupment.

Dated: February 23, 2015.

OF COUNSEL:

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Attorneys for Hydrovac Industrial Services, Inc.

MISSISSIPPI PHOSPHATES CORPORATION

MASTER SERVICES AGREEMENT

MPC Contract No.: 1327-12

This Master Services Agreement (this "Agreement") is made effective the 14th day of March, 2012, by and between MISSISSIPPI PHOSPHATES CORPORATION, as "Owner," and Hydrovac Industrial Services, Inc., as "Contractor" as follows:

WHEREAS Owner owns and operates a production facility in Pascagoula, Mississippi for the manufacture of diammonium phosphate fertilizer (the "Facility");

WHEREAS from time to time during the course of operations of the Facility fertilizer production and/or sales is disrupted or impacted due to breakdown of machinery, equipment and/or fixtures or to the requirement of performing maintenance of or work on the same or any parts, components, products or things related thereto which necessitates construction, repairs, maintenance and/or other work by qualified personnel with specialized training;

WHEREAS time is of the essence in contracting and performing such construction, repairs, maintenance and/or work in order to minimize the disruption of or impact to Owner's fertilizer production and sales;

WHEREAS Owner has determined that valuable time can be saved by entering into a master services agreement with one or more qualified contractors setting forth the general terms and conditions under which Owner may hereafter engage such contractor to perform construction, repairs, maintenance and/or other work;

WHEREAS Contractor is in the business of providing qualified personnel with specialized training in order for him/her to perform his/her work to the highest quality;

WHEREAS Owner contemplates -engaging the services of Contractor,- and--Contractor contemplates accepting such engagements, from time to time to perform construction, repair, maintenance and/or other work at the Facility; and

WHEREAS Owner and Contractor desire to memorialize the general terms and conditions under which Owner and Contractor have agreed that future work to be performed by Contractor at the Facility will be governed.

NOW, THEREFORE, for and in consideration of duly valid and material consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor, and in further consideration of the mutual covenants set forth below, Owner and Contractor agree as follows:



ARTICLE I: DEFINITIONS

1.1. "Owner" means Mississippi Phosphates Corporation.

1.2. "Contractor" means the party identified as "Contractor" in the opening paragraph of this Agreement.

1.3. "Proposal" means a writing submitted by Contractor to Owner, in response to Owner's request for a proposal to perform a specific work project, setting forth either a proposed price and work completion schedule or a proposal for work on a time and materials basis. Any Proposal stated as a fixed price shall break the price down into reasonable work classifications. Any Proposal for time and materials work shall be based on the Contractor's rates and costs schedule as required pursuant to paragraph 4.5.

1.4. "Purchase Order" means a document denominated as such issued by Owner to Contractor approving Contractor's Proposal to perform a specific work project, and/or setting forth any additional terms regarding the specific work project, for example, a maximum number of days to complete the specific work project. If any such additional terms are included, then Contractor's commencement or continuation of work shall be deemed acceptance of such additional terms.

1.5. "Contract Price" means the price specified on the Proposal submitted by Contractor as approved in the Purchase Order issued by Owner for any specific work project to be performed by Contractor, subject to modification in accordance with paragraph 3.4, and/or, for time and materials work, the total price payable to Contractor based upon the rates and cost schedules as required pursuant to paragraph 4.5. For Contracts in which the Contract Price is stated as a fixed price, it shall be deemed to include all applicable taxes.

1.6. The "Contract Documents" relating to any specific work project to be performed by Contractor at the Facility shall mean the following documents: this Agreement, Contractor's Proposal for the applicable work, if any, Owner's Purchase Order for the applicable work, if any, Contractor's Rate Schedule (if the Proposal is based on time and materials) and any additional written Drawings, Specifications and/or Schedules approved by Owner and Contractor relating to the applicable work. The Contract Documents for each specific future work project shall constitute the entire agreement between Owner and Contractor (herein referred to as the "Contract") for that specific work project and shall supersede any and all previous negotiations, representations, understandings and agreements, whether written or oral, between them relating to the specific work project. The Contract Documents are intended to complement each other. It is the intent of the Contract Documents to describe a functionally complete project, or part thereof, to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result other than those furnished by Owner will be supplied by Contractor whether or not specifically called for. The Drawings, if any, depict details finished and in place, unless otherwise expressly stated. In the event that any provisions of the Proposal, Purchase Order, Rate Schedule, Drawings, Specifications or Schedules shall conflict with any term of this Agreement or purport to alter or amend any term of this Agreement, then the terms of this Agreement shall prevail unless both Owner and Contractor shall both sign a written statement expressly stating that such provision shall prevail over the terms of this Agreement with respect

to the applicable work project. The Contract shall not be construed to create a contractual relationship of any kind (a) between the Owner and any subcontractor of Contractor or (b) between any persons or entities other than Owner and Contractor.

ARTICLE II: AGREEMENTS TO PERFORM FUTURE WORK PROJECTS

2.1 From time to time Owner may request a Proposal from Contractor to perform a work project. In such event, the parties contemplate that Contractor will submit in writing to Owner a Proposal including both a price for each item of work and a schedule for completing the work. In the absence of Owner's written approval, Contractor agrees not to withdraw or modify any Proposal for a period of 30 days after the date the Proposal is submitted to Owner. If Owner chooses to accept Contractor's Proposal, then such acceptance will be evidenced by a Purchase Order issued by Owner to Contractor, the issuance of which will create a binding Contract governed by the terms of this Agreement between Owner and Contractor with respect to such work project, provided that if Owner's Purchase Order includes any additional terms then Contractor's commencement or continuation of performance shall be deemed acceptance of the additional terms.

From time to time Owner may orally request Contractor to perform a work project on a time and materials basis without the necessity of Contractor submitting a Proposal. In such event, Contractor's commencement of performance will create a binding Contract on a time and materials basis with respect to such work project governed by the terms of this Agreement and Contractor's Rate Schedule; provided that Owner may, at its option, issue a Purchase Order for such work including additional terms, which Contractor shall be deemed to have accepted by commencement or continuation of performance of the work.

2.2. Contractor shall submit with its Proposal, the name and address of any subcontractor(s) which it plans to utilize to perform work under the Contract. Owner shall have the right to reject the utilization of any subcontractor(s).

2.3. A resume' of the Contractor's superintendent and other key salaried supervisory personnel to be assigned to the work hereunder shall be submitted with the Proposal. Owner reserves the right to approve or disapprove the utilization of personnel which Owner, in its sole discretion, determines to be unsuitable for satisfactory performance under the Contract.

2.4. Owner may, in its discretion, require Contractor to furnish performance and/or payment bonds. The cost of such bonds shall be in addition to the Contract Price, and Contractor shall be reimbursed by Owner for the actual cost of the bonds. If required, bonds will be equal to 100 percent of the Contract Price.

2.5 Contractor certifies that prior to the signing of this Agreement and along with the submission of any Proposal, Contractor has provided the following information for the current year as well as the previous two years: (1) its OSHA Form 300 and Form 300-A; (2) copies of any and all federal or state OSHA citations, as well as documentation concerning any additional explanatory material or affirmative defenses; and (3) the identification of and documents concerning any and all pending investigations by federal or state occupational safety and health agencies.

ARTICLE III: GENERAL CONDITIONS

3.1. Contractor's General Responsibilities. Contractor agrees to use its best efforts on behalf of Owner's interest; to perform all work in strict conformity with the Contract Documents; to perform all work in the best and most workmanlike manner, using the best manner of performance and the materials of the best quality; to use only work supervisors exhibiting the highest standards; to complete the work no later than the completion date specified on the Proposal or Purchase Order; and to pay promptly, when due, all claims for services, labor and material relating to work. Contractor has been fully informed of the end result required by Owner for the work covered by the Contract, and Contractor agrees that its work will be consistent with producing the end result sought by Owner.

3.2. Certificate of Responsibility. If a work project under this Agreement is in excess of One Hundred Thousand Dollars (\$100,000.00), the Contractor represents and warrants that Contractor has a current Certificate of Responsibility number, issued by the Mississippi State Board of Contractors. The Contractor must hold the kind of Certificate of Responsibility appropriate for the work to be performed.

3.3. Payments.

(a) Payment on Completion (Fixed-Price Contracts with Schedule up to 30 days). Contractor's representative and Owner's general manager, or his designee, shall, promptly after conclusion of the work, inspect the work together. When the work is acceptable to Owner, in its sole discretion, Owner shall pay the Contract Price within thirty (30) calendar days after receipt of the Contractor's request for payment documented to Owner's satisfaction; provided, however, that final payment may be withheld beyond said thirty (30) day period (i) pending compliance by Contractor with the lien requirements of paragraph 3.34 and (ii) if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payments shall be promptly remedied by Contractor at its own expense upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only.

(b) Progress Payments (Fixed-Price Contracts with Schedule more than 30 days). Each month, Contractor shall submit to Owner in accordance with paragraph 3.31, a certified statement showing in detail the work accomplished during the preceding month, and within thirty (30) calendar days after receipt thereof, Owner shall pay to Contractor, without duplication, 90 percent of the face amount of said statement; provided, however, that the total amount of such progress payments shall not exceed 90 percent of the contract price. Owner may withhold some or all of this payment if Contractor's work is not acceptable to Owner or if Contractor has not or is not complying with any of his contractual obligations or if Owner disagrees with Contractor's stated percentage of completion. After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to Owner and (ii)

Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payment shall be remedied promptly by Contractor at its own expense upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only.

(c) **Payment for Time and Materials Contract.** Each week during the progress of the work, Contractor shall submit to Owner an itemized invoice in accordance with the provisions of paragraph 3.31, for the costs, charges and expenses incurred in the performance of the work hereunder. Said invoice shall be accompanied by a schedule of labor charges, copies of invoices for materials and equipment, and such other supporting documents as Owner may require. Within thirty (30) calendar days of receipt of all of Contractor's invoices for a given month, Owner shall pay the face amount of said invoices, subject to (c)(i) and (ii) below. After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to Owner and (ii) Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payment shall be remedied promptly upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes.

3.4. **Changes in the Work.** Owner may at any time or times, by written order, require alterations in, additions to, or omissions from, the work. Change orders must be countersigned by Owner and Contractor before commencement of the changed work, and no claim by Contractor for increases in the Contract Price shall be valid except as specifically provided by such written approvals. In absence of prior written approval, Contractor shall proceed at its own risk. On behalf of Owner, only authorized personnel may execute change orders. If any change causes an increase or decrease in the cost of performance, or any extension or reduction of the completion date, Contractor and Owner's general manager shall agree in writing upon an equitable adjustment in the price or completion date, or both.

3.5. **Termination.** Owner may, by written notice as provided in paragraph 3.30, terminate any Contract, in whole or in part, whenever Owner deems such termination to be for its best interest. Upon receipt of notice of termination, Contractor shall: (a) terminate all work; (b) place no further orders; (c) assign to Owner, to the extent directed by Owner, all of Contractor's rights, title and interests under orders theretofore placed hereunder; and (d) transfer title and

deliver to owner, as directed by Owner, materials, plans, drawings, and specifications produced, prepared or acquired for the work.

In the event of such termination, Owner shall pay to Contractor, and Contractor shall accept as full compensation for work performed, such percentage of the Contract Price as the scope of work actually performed by Contractor prior to receipt of notice of termination bears to the entire scope of work contemplated by the Contract, less any and all previous payments made, and Owner shall thereupon be released from further obligation to make payments under the Contract.

Either party may terminate this Agreement at any time by written notice as provided in paragraph 3.30. However, notwithstanding such termination of this Agreement, this Agreement shall continue in full force and effect with respect to all Contracts formed prior to the receipt of such notice of termination.

3.6. Insurance. Contractor shall, and shall cause subcontractor(s) of every tier to, maintain at all times during the period of this Agreement, and for such additional periods stated below, as a minimum and at its sole cost and expense, insurance complying with provisions set forth below:

(a) **Workers' Compensation and Employer's Liability Insurance** covering all statutorily or voluntarily employed persons in accordance with all applicable local, state and/or federal laws or regulations. Employer's Liability limits shall not be less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease from a carrier with an AM Best financial strength rating of AX or higher.

(b) **Commercial General Liability ("CGL") Insurance** with a limit of not less than \$1,000,000 each occurrence for all covered losses, a general aggregate limit of not less than \$2,000,000, and a deductible or retention of \$25,000 or less from a carrier with an AM Best financial strength rating of AX or higher. If such CGL insurance contains a general aggregate limit, it shall apply separately to work under each Contract. CGL Insurance shall be written on ISO occurrence form CG 00 01 01 (or a substitute form providing equivalent or greater coverage) and coverage must include: a) commercial form, b) premises/operations, c) underground, explosions and collapse hazard, d) products-completed operations, e) contractual liability insurance, f) independent contractors, g) broad form property damage, h) personal injury (with employment exclusion deleted, if applicable), i) advertising injury, j) liability assumed under an insured contract (including the tort liability or another assumed in a business contract) and cross-liability coverage. Owner shall be included as an additional insured under CGL policies using ISO endorsement form CG 20 10, CG 20 26 (or a substitute form providing equivalent or greater coverage).

Contractor shall maintain products/completed operations coverage with a combined single limit not less than \$2,000,000 per occurrence for a period of at least thirty-six months following final acceptance of Contractor's work by Owner.

(c) **Automobile Liability ("AL") Insurance** with a minimum limit of not less than \$1,000,000 per each occurrence of bodily injury and property damage, with a deductible or retention of \$5,000 or less from a carrier with an AM Best financial strength rating

of AX or higher. Such insurance shall cover liability arising out of any vehicles (including owned, hired and non-owned vehicles as well as trailers used therewith). Owner shall be included as an additional insured.

(d) **Primary Insurance.** Contractor's insurance as set forth above shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner.

(e) **Umbrella / Excess Liability Insurance.** Contractor shall also maintain Umbrella Excess Liability insurance of not less than \$5,000,000 over the primary insurance above (i.e., additional protection above and beyond workers' compensation, CGL and AL policies above), from a carrier with an AM Best financial strength rating of AX or higher. Owner shall be included as an additional insured under Contractor's Umbrella Excess Liability policies.

(f) **Deductibles or Self-Insured Retentions.** Any and all deductibles or self-insured retentions in the above described insurance policies shall be assumed by and be on the account of and at the sole risk of the Contractor.

(f) **Evidence of Insurance.** Prior to the commencement of the work, and at all times during the performance of the work under each Contract, Contractor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide that thirty (30) days' written notice will be given to Owner prior to the cancellation, non-renewal or material change of any insurance set forth above. Contractor shall provide certified copies of insurance policies set forth above within ten (10) days of Owner's written request for said copies.

(g) **Failure to Maintain and Evidence Insurance.** In the event that Contractor fails to maintain and evidence insurance as set forth above, Owner shall have the right, but not the obligation, to suspend or terminate work under this Contract, withhold payment to Contractor under this Contract or to purchase required coverage at Contractor's expense.

(h) **No Representation of Coverage Adequacy.** By requiring insurance herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liabilities under this Agreement.

(i) **No Right of Recovery or Subrogation against Owner.** Neither Contractor nor any of the carriers issuing the above-described insurance shall have any right of recovery or subrogation against Owner (including its employees, officers and agents), it being the intention of the parties that the insurance policy so effected shall protect the parties in the primary and excess coverage for any and all losses covered by the above-described insurance.

3.7. **Hold Harmless.** Contractor hereby indemnifies and agrees to hold harmless and defend Owner, its officers, employees, agents and invitees, from and against all claims, liabilities, losses, injuries, and damages of every nature, directly or indirectly arising out of any negligent (or any higher level of culpability) act or failure to act by Contractor, its officers,

employees, agents, or invitees, or by a subcontractor(s), its or their officers, employees, agents or invitees. Contractor agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. In the event that any damage or injury is caused by the joint or concurrent negligence of Contractor and any party or parties indemnified hereunder, the loss and all associated costs shall be borne by Contractor and said party or parties proportionately to their degree or negligence.

3.8. Permits and Licenses. Contractor and any subcontractor(s) hereunder shall obtain, and maintain at their own expense, any necessary permits and licenses, except as may be specifically agreed to be secured by Owner in accordance with the terms of the Contract, and Contractor hereby indemnifies and agrees to defend Owner and hold Owner harmless from and against all damages, liabilities and penalties imposed for failure so to do.

3.9. Compliance with Laws. Contractor and its subcontractor(s), and their employees, shall comply with all applicable laws, ordinances, codes and regulations, and Contractor hereby indemnifies and agrees to defend Owner and hold Owner harmless from and against all damages, liabilities and penalties imposed for failure so to do.

3.10. Lien Indemnification. Contractor shall keep Owner's property free from liens, claims and encumbrances (Mechanics', Materialmen's Laborers', or otherwise), and hereby agrees to defend Owner and hold Owner harmless therefrom. Contractor or its subcontractor(s) or supplier(s) shall, upon request of Owner, furnish an affidavit releasing Owner from any and all claims against the work or related contracts. Without limitation on the foregoing and in the absence of good-faith disputes, Contractor will promptly pay all of its subcontractors and suppliers so as to prevent any subcontractor or supplier from invoking any remedies available by law against Owner's property or against funds due to Contractor from Owner or otherwise.

3.11. Care, Custody and Control. Care, custody and control of all materials, equipment, apparatus and supplies furnished by Contractor hereunder shall remain in the Contractor until notice is given by Contractor to Owner and accepted by Owner in writing that all work under the Contract has been completed, and all risk of physical loss or damage thereto shall be, and remain, in Contractor until all work under the Contract has been completed and accepted. The provisions of this paragraph 3.11 shall also apply to material furnished by Owner to Contractor from the time of delivery of such material to the Contractor until notice is given by Contractor to Owner and accepted by Owner in writing that all work under the Contract has been completed, and all risk of physical loss or damage thereto shall be, and remain, in Contractor until all work under the Contract has been completed and accepted in writing by Owner.

3.12. Independent Contractor. It is agreed that Contractor, at any time and all times during the performance of its work hereunder, is acting as an independent contractor and not as the agent or common-law employee of Owner.

3.13. Assignment. Owner shall have the right at any time or times to assign to others all or any part of its rights and obligations under the Contract. Contractor shall not have any such right, nor the right to subcontract any part or all of its obligations, without the prior written consent of Owner. Any consent by Owner to subcontracting hereunder shall not relieve Contractor of its obligations under the Contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. Any assignee or

subcontractor of Contractor agreed to by Owner shall be liable with the Contractor for the due performance of all obligations hereunder.

3.14. Time of Completion. The time for completion of the work is as set forth in the Contract and the Contractor shall complete the work within the specified length of time. Time shall be of the essence of the Contract. When, in the opinion of Owner, the work will not be completed with the stipulated time at the rate of progress then in effect, and the delay is caused by Contractor, Owner may notify Contractor to increase the rate of progress. Upon receipt of such notice, the Contractor shall work, and cause his subcontractor(s) to work, additional hours during the day, or additional days during the week, or both. Any resulting overtime payments or increases in cost shall not give rise to any additional expense to Owner. The exercise of any one or more of Owner's rights shall not limit Owner's right to exercise any other rights and remedies Owner may have under the Contract or by law or equity for the breach of any of Contractor's obligations.

3.15. Waivers. Any failure by Contractor or Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of the Contractor or Owner at any time to avail itself of such remedies as it has for any breach or breaches of such terms or conditions.

3.16. Intentionally left blank.

3.17. Safety Requirements.

(a) Contractor alone is obligated to provide for the health and safety of its employees and that of its subcontractor(s) and vendors at the jobsite and assumes all responsibility to provide them with a safe place to work. Contractor agrees to perform the work in a safe manner and to abide by, and enforce, all federal, state and local safety laws, rules or regulations governing the performance of its work. Contractor shall furnish all apparel, materials, equipment, tools, labor, instruction, and supervision necessary for the safety of its employees and subcontractors and vendors, and their respective employees, and for its compliance with these safety laws, rules and regulations. Contractor shall observe, and be bound by, all of the current requirements and regulations of the Occupational Safety and Health Act of 1970 ("OSHA"), and any amendments thereto, and any applicable state or local health and safety laws, standards, or regulations. In addition, all work shall be performed in accordance with Owner's established safety rules and regulations, copies of which will be provided upon request. Contractor shall be responsible for ensuring that each of its subcontractor(s) and vendors observes, complies with, and is bound by all such applicable safety rules, regulations, and obligations. Contractor shall cooperate with Owner and its other contractors in their respective safety programs. Contractor shall furnish all information concerning the safety of its operations on the project as may be requested. Upon request, Contractor shall furnish Owner with a copy of its plan for compliance with any applicable "right to know" laws concerning hazardous materials in the work place. Contractor shall furnish Owner with Material Safety Data Sheets for any hazardous materials used by Contractor.

(b) Nothing in this Contract shall be construed as granting Owner the right to require Contractor to perform the work in an unsafe manner. Contractor shall have the right and shall always insist that the work be performed in a safe manner.

(c) Contractor shall comply with OSHA Standard 29 CFR 1926.50, medical services and first aid, in meeting its responsibility for providing health and first aid services for its employees.

(d) Contractor agrees to only send employees onto the work site that are fully and properly trained in work practices necessary to safely perform his/her job.

(e) Contractor shall immediately inform Owner of all injuries which occur to Contractor's employees or subcontractor's(s') employees at Owner's facility and other such information pertaining to the safety of its operations on the project as may be requested.

3.18. Representatives and Employees. Owner shall designate, and keep at the work site, a responsible field representative with authority to act for it. Contractor shall keep at the work site, at all times, a competent superintendent suitable to Owner. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her. Contractor shall remove or replace any employee determined by Owner to be unfit for work under this Contract, and any replacements shall be subject to prior written approval of Owner. Any employee approved by Owner originally assigned to the work may not be removed from the job by Contractor without prior written consent of the Owner.

3.19. Inspection and Defects. All materials and workmanship shall be subject to inspection and test by Owner at all times and places, and when practicable, during construction. Inspection and acceptance shall not be conclusive as regards any defects. Inspection and acceptance or rejection of the materials or work shall be made as promptly as practicable. Neither inspection, nor anything disclosed thereby, nor acceptance, shall affect any warranty of Contractor or any remedies available to Owner under the Contract or by law or equity for Contractor's breach of any obligations. Upon being notified of defects in Contractor's work during such construction, repair, maintenance or other work, Contractor shall remedy such defects at its own expenses, subject to Owner's approval in writing as being in accordance with the Contract requirements.

3.20. Guarantee of Work. Contractor guarantees its work hereunder to the extent that it will repair or replace, at its own expense, any work, equipment or materials which, within twelve (12) months after Owner's acceptance of the work hereunder, is found to be defective if the finished work has been used in accordance with generally approved practice, and if Owner notifies Contractor promptly after the defect becomes apparent and promptly furnishes Contractor with particulars in connection therewith. Completion of the work shall mean the date that Contractor tenders the work to Owner as being complete and sufficient for returning to service. The guarantee provided in this paragraph is an additional obligation of Contractor under this Contract.

3.21. Site Investigation. By submitting its Proposal to Owner or commencing work in the absence of a Proposal, the Contractor certifies that it has taken steps reasonably necessary to

ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including, but not limited to:

- (a) conditions bearing upon transportation, disposal and handling and storage of materials;
- (b) the availability and adequacy of labor, water, electric power and roads;
- (c) the uncertainties of weather, flooding patterns and water drainage or similar physical conditions at the site;
- (d) the ground conditions; and
- (e) the character of equipment and facilities needed preliminary to and during work performance which could interfere with the work.

The Contractor acknowledges that it has satisfied itself as to the character, quality and quantity of conditions or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner and incorporated into the Contract Documents. Any failure of the Contractor to take the actions described and acknowledged in this paragraph 3.21 will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully completing the work, without additional expense to Owner.

Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based upon the information made available by Owner, nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract unless that understanding or representation is expressly stated in the Contract Documents.

3.22. Protection of the Property. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Owner's property from injury or loss arising in connection with the Contract.

3.23. Cleanup. Contractor shall, at all times, keep the working area, including storage areas used by it, free from accumulations of waste material or rubbish and, prior to completion of the work, Contractor shall remove any rubbish and waste materials from the premises and shall remove from the premises all tools, scaffolding, equipment, and materials not the property of Owner. Upon completion of the work, Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to Owner.

3.24. Laws. This Contract shall be construed under and governed by the laws of the state of Mississippi.

3.25. Drawings and Specifications. Upon completion of the work, Contractor shall furnish Owner, for its files, one complete set of final "as-built" drawings of the work, and five copies of any drawings, specifications and/or other informational materials and documents

furnished by suppliers and manufacturers relating to materials, apparatus and equipment incorporated into the work performed hereunder.

3.26. Other Contracts. Wherever work being done by Owner's other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by Owner.

3.27. Notice of Labor Disputes. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of this Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to Owner. Contractor's labor disputes shall not excuse Contractor's obligation to complete its work within the scheduled time.

3.28. Force Majeure. Neither Contractor nor Owner shall be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed because of accident or fire beyond the reasonable control of the party claiming force majeure, war, hostilities, revolution, civil commotion, epidemic, wind, flood; or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof, other than those relating to the failure of the party claiming force majeure to secure permits which such party was obligated to secure; or because of acts of God; or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of the party claiming force majeure. When either of the parties hereto believes that its performance will be affected under this paragraph 3.28, the party so claiming the existence of a force majeure shall immediately notify the other party in writing. The party claiming force majeure shall proceed diligently to remove the cause of interference with its performance and upon request must demonstrate the validity of such claim to the other party.

3.29. Forum and Dispute Resolution. This Contract shall be construed in accordance with the laws of the state of Mississippi, without regard to principles of conflicts of laws thereof. Any action, claim, suit or proceeding between Owner and Contractor connected with, arising out of, or related to, this Contract, whether sounding in contract or tort, shall be initiated and prosecuted as to all parties and their successors and assigns solely and exclusively in the United States District Court for the Southern District of Mississippi, Southern Division, and each party waives, freely and completely, any right to dismiss and/or transfer any such dispute pursuant to 28 U.S.C. §§1404 and 1406. In the event said District Court does not have subject matter jurisdiction of such dispute, then the dispute shall be solely and exclusively initiated and prosecuted in the appropriate state court of competent jurisdiction located in Jackson County, Mississippi. The parties consent to *in personam* jurisdiction of the courts described herein.

3.30. Notices. All notices and other communications hereunder shall be validly given or made if in writing, when delivered personally (by courier service or otherwise), when delivered by facsimile, or when actually received when mailed by first-class certified U.S. mail, postage prepaid and return receipt requested, and all legal process with regard hereto shall be validly served when served in accordance with applicable law, in each case to the address of the party to receive such notice or other communication set forth below, or at such other address as either party hereto may from time to time advise in writing the other party pursuant hereto:

If to Owner: Mississippi Phosphates Corporation
601 Industrial Road
P. O. Box 848
Pascagoula, Mississippi 39568
Attention: Richard L. Johnson, V.P. of Operations
Facsimile: 228-762-6037

If to Contractor: Hydrovac Industrial Services, Inc.
66 New Hope Road
Columbus, MS 39702
Attention: _____
Facsimile: _____

3.31. **Billing Procedures.** All invoices shall be mailed in duplicate to General Accounting, Mississippi Phosphates Corporation, P.O. Box 848, Pascagoula, Mississippi 39568-0848, unless Contractor is directed by Owner to submit invoices to other locations. Each invoice shall contain the following information (with additional documentation of cost attached as required by the type of contract involved and as further explained in subparagraphs (b) and (c) below):

(a) **General Information Required on All Invoices:**

- (i) Contract Number;
- (ii) Change Order Number, if applicable;
- (iii) Directive Number, if applicable;
- (iv) period covered by invoice;
- (v) amount of invoice; and
- (vi) total number of man-hours worked on job designated by the

Contract.

(b) **Additional Information Required on Fixed-Price Contract Invoices and Fixed-Price Change Order Invoices:**

- (i) status of work within each work classification (documentation to be attached behind invoice shall include a summary which shows the physical percentage completed to date by work classification; e.g., percentage of work completed on foundation, percentage of work completed on piping, or other work classifications set forth in the Proposal);
- (ii) status of work setting forth the percentage of work completed on each separate change order or contract directive (percentage complete);
- (iii) total amount billed to date;

(iv) amount retained; and

(v) final invoice shall be so designated.

(c) Additional information Required on Time and Materials Contract Invoices and Time and Materials Change Orders:

(i) status of work completed on each directive or change order (billing to date under the directive or change order);

(ii) invoices shall be submitted, together with such supporting documentation as Owner may require, including, but not limited to, the following:

(1) time sheets and equipment rental schedules approved and signed by Owner's authorized representative; and

(2) vendor invoice, receiving report on materials purchased, itemized allowable expenses, and subcontractor's(s) invoices, all of which have been approved and signed by Owner's authorized representative;

(iii) materials used from Contractor's warehouse and to be paid for by Owner shall be itemized, unit priced, and approved by Owner's authorized representative; and

(iv) final invoice shall be so designated.

Failure to provide information required in this paragraph 3.31 will result in return of the invoice to Contractor for revision prior to payment by Owner.

3.32. Time Limit for Contractor Billings. For any day of work performed, equipment rented, materials or supplies purchased, travel or other expenses incurred by Contractor under every time and materials based Contract, Contractor shall deliver an invoice to Owner for such time and materials within seventy-five (75) calendar days after the date the work was performed or the date the expense was incurred. With respect to Contracts made on a time and materials basis, Owner shall not be obligated to pay for any time or materials for which Owner has not received an invoice within seventy-five (75) calendar days from the date the time or materials cost was incurred by Contractor.

3.33. Environmental Control. Contractor agrees to suspend work immediately upon written notification by Owner's general manager in the event Owner fails to obtain required approvals from environmental control agencies for the project or work under this Contract. At Owner's option, the work may then be terminated pursuant to paragraph 3.5 or Contractor shall remain on standby to resume performance as soon as the required approvals are obtained. If Owner elects to require Contractor to remain on standby, then all direct out of pocket costs and expenses reasonably incurred by Contractor as a result of such suspension shall be for Owner's account. The Contractor will resume work, in an orderly fashion, when notified by the Owner's general manager that approvals have been obtained. If changes in the work are required, they will be in accordance with other provisions of this Contract. Contractor shall furnish certain drawings and data necessary for Owner to make application for required environmental permits if requested by Owner.

3.34. Construction Liens. Without limitation on the requirements of paragraph 3.10, and as a condition to any payment to which Contractor may otherwise be entitled, Contractor, with each payment request, shall provide to Owner such waivers, covenants, representations and affidavits as Owner may reasonably require ("Lien Documents") with respect to construction-related liens and pertaining to funds paid and included in the current payment request. The Lien Documents shall include, but are not limited to, the following:

- (a) Lien Documents as required by Owner's construction lender, if any;
- (b) Lien Documents as required by any title insurance company in order to increase policy limits to include the amount of each requested payment;
- (c) Lien Documents verifying the current status of all payments and claims for payments from the Contractor to its subcontractors and suppliers; and
- (d) such other Lien Documents as Owner may reasonably require.

3.35. Changes to Terms and Conditions. The terms and conditions of this Agreement may be amended only by a written instrument signed by the parties hereto.

3.36 Ownership of Drawings and Specifications. Any Drawings, Specifications and other documents, including those in electronic format that are provided by Owner to Contractor or are presented or created by Contractor for Owner connection with this Contract or the performance thereof shall be owned by Owner who hereby retains all common law and statutory rights thereto. Contractor shall use any such documents solely for the purpose of performing this Contract.

3.37 Intentionally left blank.

3.38 Recitals, Headings and Capitalized Terms. The recitals at the beginning of this Agreement and the headings used throughout this Agreement are intended to be contractual in nature and thus are part of this Agreement. Capitalized terms appearing throughout this Agreement shall have the meaning as defined herein.

ARTICLE IV: SPECIAL CONDITIONS APPLICABLE ONLY TO WORK PERFORMED ON
A TIME AND MATERIALS BASIS, INCLUDING CHANGE ORDERS AND TIME AND
MATERIALS CHANGE
ORDERS TO FIXED-PRICE CONTRACTS

4.1. Owner shall reimburse Contractor for the reasonable direct cost of the work, plus percentage markups, as set forth in paragraph 4.5. It is provided, however, that Contractor shall not be reimbursed for the cost of removing, replacing, and re-executing defective work which is rejected by Owner.

4.2. Owner will not directly reimburse Contractor for small tools and equipment, consumables, and expendables, which are defined under this Contract as items with a wholesale unit price of Five Hundred and 00/100 Dollars (\$500.00) or less. Owner will not directly

reimburse Contractor for Contractor's salaried supervision. These costs are to be included in the percentage markups set forth in paragraph 4.5.

4.3. Owner may, in its sole discretion, elect to purchase or provide all or any part of the supplies, equipment, or materials to be utilized in the performance of the work. In this event, no charge for such supplies, equipment, or materials furnished by Owner shall be made hereunder.

4.4. Contractor shall furnish Owner with time sheets which shall be submitted daily to Owner's designated agent for approval. Contractor will submit a weekly time and equipment report which shall list in detail the labor and equipment cost and shall attach all applicable equipment rental invoices thereto. Contractor will prepare and furnish, at the completion of the work, a detailed statement of the cost of the work, arranged as required by Owner, for the Owner's permanent records.

Contractor will keep records, which shall be available for inspection and for final audit by Owner, showing the actual cost of all items of labor, apparatus, materials, supplies, tools, and services, and the amount of all other expenditures of whatever nature for which payment is authorized under the provisions of this Contract. Contractor will prepare and submit to Owner from time to time, as requested by Owner in writing, reports of the progress and cost of the work, including, but not limited to, periodic revisions of the originally estimated cost of the work, reflecting cost and commitments actually incurred and made. All allocations for payment and commitments therein shall be in accordance with good accounting practices, or the code of accounts and accounting practices of Owner, if Owner so requests, and in such detail as may be reasonably requested by Owner.

At a reasonable time or times during the performance of its services hereunder, and until two (2) years after the completion of said services, Contractor will permit Owner or its certified public accountant to audit its records pertaining to the cost of work (including payroll records on all employees of Contractor who worked on any of Owner's contracts during the period of this Contract). After the completion of such audit, Owner shall advise Contractor of its disagreement, if any, with Contractor's statements which have previously been submitted to Owner. If, after such audit, it is agreed that one of the parties hereto is indebted to the other, the party so indebted will make prompt payment of such indebtedness.

In addition to Owner's rights to audit Contractor's records, Contractor shall include provisions in each of its contracts with subcontractor(s) to perform work hereunder which authorize Owner to audit subcontractor's(s') records and which provide the same audit rights as are provided to Owner with regard to Contractor's records pursuant to this paragraph 4.4.

4.5. Simultaneous with the execution of this Agreement, Contractor shall provide Owner with its current time and materials reimbursement rates and cost schedule ("Rate Schedule") in the form attached hereto as exhibit A. The prices and percentages in the Rate Schedule shall remain in force until Owner and Contractor both give written acceptance to a new Rate Schedule from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

Contractor: Hydrovac Industrial Services, Inc.
By: Dudley R. Rame
Title: COO / GM
Date: 3-28-12
Address: 66 New Hope Road
Columbus, MS 39702

Owner: MISSISSIPPI PHOSPHATES CORPORATION

BY: Richard L. Rame
Title: V. P. of Operations
Date: 4/2/12

"EXHIBIT A"

RATE SCHEDULE

Pursuant to the Agreement, MPC Contract No. _____, Contractor, _____, provides its rates and costs as follows:

(a) Direct labor: (attach additional sheets, if necessary, and reference here)

Employee Classification	Hourly Rate (Regular Time)	Hourly Rate (Overtime) Aft. 40 hours

(b) Amounts or Percentages for materials, equipment rental, subcontract work, mileage or other items. If no amount or percentage is provided or other category identified below, then Contractor shall not be entitled to compensation for said category.

Percentage of mark-up for materials,
expendables, consumables, and other supplies
over Contractor's cost _____%

Percentage of mark-up for equipment rentals
over Contractor's cost _____%

Percentage of Contractor's invoice cost for
subcontract work approved by Owner _____%

Mileage Rate _____

(c) Contractor owned equipment rental: (Note: All fuel and lubricants used by Contractor for equipment are to be included in rental rates.)

Equipment Description	Daily Rate	Weekly Rate	Monthly Rate

(d) Miscellaneous (i.e., transportation, living expenses, etc.)

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

25-12-001
7813911
August 20, 2013

Customer PO#:

Payment Terms:

000-130020
Net 30

CWO#
18586
18583
18688

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 2,375.90
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 146.13

TOTAL

\$ 2,512.03

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 20, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
18659
18664
18663
18665

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,195.97
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 863.50

TOTAL

\$ 15,038.97

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

25-12-0017
2513132
August 20, 2013

Customer PO#:

Payment Terms:

1108-3000293
Net 30

CWO#
18662
18667
18670

Job description:

CLEAN SKID PANS, DOG LEGS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,144.40
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 695.26

TOTAL

\$ 12,839.66

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-12-0011
70101123
August 20, 2013

Customer PO#:

Payment Terms:

MPS-13000293
Net 30

CWO#
18871
18873
18872

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,454.00
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 1,120.00

TOTAL

\$ 11,096.15

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POST OFFICE BOX 848
PASCAGOULA, MS 39588
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 20, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
18674
18668
18676

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,839.50
HYDROBLAST SERVICES	\$ 0.00
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 702.00

TOTAL

\$ 12,540.00

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 20, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

17028

Job description:

CLEAN LIFT STATION IN WASTE WATER TREATMENT PLANT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	1,044.31
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	89.00

TOTAL

\$ 1,153.31

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PASCAGOULA, MS 39688
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-12-001
14-51667
August 28, 2013

Customer PO#:

Payment Terms:

MPS-19000283
Net 30

CWO#
18869
17001
17027
17002

Job description:

CLEAN SUMPS, DOG LEGS, AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,415.87
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 929.25

TOTAL

\$ 15,345.12

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 28, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
17004
17003
17005

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,202.85
HYDROBLAST SERVICES	\$ 0.00
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 851.75

TOTAL

\$ 11,864.30

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

September 3, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

17020

17028

17011

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 1,277.26
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 280.88

TOTAL

\$ 4,558.12

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

28-12-0011
7311120
August 28, 2013

Customer PO#:

Payment Terms:

MPG 13000200
Net 30

CWO#
17025
17006
17019
17007

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,508.32
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 470.76

TOTAL

\$ 13,778.97

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

79-13-0011
20130828
August 28, 2013

Customer PO#:

Payment Terms:

MPG-13000284
Net 30

CWO#
17021
17008
17022
18694

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,311.42
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 175.20

TOTAL

\$ 15,007.12

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

23-15-001
7015133
August 26, 2013

Customer PO#:

Payment Terms:

MPG-1010233
Net 30

CWO#
17023
18676
17024

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,082.50
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 695.25

TOTAL

\$ 11,778.15

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 26, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

18677

17009

18678

Job description:

CLEAN SUMPS, DOG LEGS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,428.40
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 888.00

TOTAL

\$ 12,316.40

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

2013-09-03
72631333

September 3, 2013

Customer PO#:

Payment Terms:

2013-09-03

Net 30

CWO#
17010
18679
17012
18680

Job description:

CLEAN SKID PANS, DOG LEGS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,178.87
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 860.25

TOTAL

\$ 14,039.12

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

23-12-001
20131104
September 3, 2013

Customer PO#:

Payment Terms:

MPC-3501213
Net 30

CWO#
17013
18681
17038
18682

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,222.00
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 922.50

TOTAL

\$ 15,144.50

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

22-12-2013
2313135

September 3, 2013

Customer PO#:

Payment Terms:

MPG 130124

Net 30

CWO#
17037
18683
17041
18684

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,766.66
HYDROBLAST SERVICES	\$ 1,238.00
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 836.00

TOTAL

\$ 14,704.66

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:



September 17, 2013

Customer PO#:

Payment Terms:

1500293

Net 30

CWO#
17042
18686
17043
17057

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,530.72
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 822.50

TOTAL

\$ 15,463.22

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

79-12-0011
2015-137
September 17, 2013

Customer PO#:

Payment Terms:

MPB-15000298
Net 30

CWO#
17045
17058
17044
17059

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,984.25
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 876.25

TOTAL

\$ 12,839.60

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

79-12-001
79121308
September 17, 2013

Customer PO#:

Payment Terms:

4100-13000290
Net 30

CWO#
17049
17060
17060
17061

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,238.25
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 628.00

TOTAL

\$ 12,064.25

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INVOICE

BILL TO:

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-13-0011
70121138
September 17, 2013

Customer PO#:

Payment Terms:

MPC 43000234
Net 30

CWO#
17046
17062
17048
17064

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,097.76
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 681.36

TOTAL

\$ 10,779.12

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-13-0011
73131140
September 17, 2013

Customer PO#:

Payment Terms:

MFG 1300283
Net 30

CWO#
17052
17114
17065
17122

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,238.25
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,064.25

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PASCAGOULA, MS 39588
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

739130017
70131147
September 30, 2013

Customer PO#:

Payment Terms:

MPC13000284
Net 30

CWO#
17047
17083
17054
17119
17132
17113
17137

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 9,664.44
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 597.88

TOTAL

\$ 10,362.32

Make all checks payable to HYDROVAC Industrial Services.
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INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-11-0011
73191142
September 17, 2013

Customer PO#:

Payment Terms:

MHC-13000283
Net 30

CWO#
17086
17123
17087
17124

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,907.25
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 11,735.25

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-12-001
73103143
September 17, 2013

Customer PO#:

Payment Terms:

MPG-1300233
Net 30

CWO#
17068
17125
17089
17126

Job description:

CLEAN SKID PANS, DOG LEGS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,190.75
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 13,018.75

Make all checks payable to HYDROVAC Industrial Services.
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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 72-13-0011
Invoice #: 7218144
Invoice date: September 30, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17070
17127
17072
17116

Job description:

CLEAN DOG, LEGS, SKID PANS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,869.75
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,687.75

Make all checks payable to HYDROVAC Industrial Services.
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INVOICE

BILL TO:

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

23-13-0011
7513145
September 30, 2013

Customer PO#:

Payment Terms:

10PC 13000293
Net 30

CWO#
17071
17116
17073
17117

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,213.75
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,041.75

Make all checks payable to HYDROVAC Industrial Services.
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INVOICE

BILL TO:

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-11-0011
73-11-146
September 30, 2013

Customer PO#:

Payment Terms:

MPC-13000293
NET 30

CWO#
17051
17118
17053
17120

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,341.90
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 768.00

TOTAL

\$ 11,109.90

Make all checks payable to HYDROVAC Industrial Services.
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INVOICE

BILL TO:

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

September 30, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
17055
17121
17056
17128

Job description:

CLEAN DOG LEGS, SKID PANS AND BUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,428.90
HYDROBLAST SERVICES	\$ 888.75
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 888.75

TOTAL

\$ 13,318.65

Make all checks payable to HYDROVAC Industrial Services.
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INVOICE

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-13-0011
73131149
September 30, 2013

Customer PO#:

Payment Terms:

MPS13000203
Net 30

CWO#
17015
17129
17018
17130

Job description:

CLEAN SUMP, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,320.10
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 895.50

TOTAL

\$ 12,215.60

Make all checks payable to HYDROVAC Industrial Services.
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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

22-12-0811
01181346
September 30, 2013

Customer PO#:

Payment Terms:

MPS-13000233
Net 30

CWO#
17109
17131
17111
17133

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS.

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,209.10
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 941.76

TOTAL

\$ 12,062.86

Make all checks payable to HYDROVAC Industrial Services.
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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

22-12-0015
7381350

September 30, 2013

Customer PO#:

Payment Terms:

MPC1309123

Net 30

CWO#
17110
17134
17139
17135

Job description:

CLEAN DOG LEGS, SKID PANS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,049.55
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 915.75

TOTAL

\$ 13,759.31

Make all checks payable to HYDROVAC Industrial Services.
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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 78-13-001
Invoice #: 73191151
Invoice date: October 4, 2013

Customer PO#: MPC 13060293
Payment Terms: Net 30

CWO#
17040
17140
17159

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 8,650.10
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 680.13
TOTAL	\$ 9,230.23

Make all checks payable to HYDROVAC Industrial Services.
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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

23-43-0011
7131152
October 8, 2013

Customer PO#:

Payment Terms:

MPC-1500293
Net 30

CWO#
17141
17138

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS IN ACID PLANT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,179.02
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 915.75

TOTAL

\$ 14,094.77

Make all checks payable to HYDROVAC Industrial Services.
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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73130012
75101153
October 8, 2013

Customer PO#:

Payment Terms:

MPC 13000292
Net 30

CWO#
20706
18687
20708
18688

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS IN ACID PLANT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,674.52
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 822.60

TOTAL

\$ 13,597.02

Make all checks payable to HYDROVAC Industrial Services.
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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-15-0011
7310115
October 8, 2013

Customer PO#:

Payment Terms:

MPO-1300263

Net 30

CWO#

17148

18689

17142

18690

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,651.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 988.76

TOTAL

\$ 15,621.22

Make all checks payable to HYDROVAC Industrial Services.
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INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 7313155
Invoice date: October 3, 2013

Customer PO#: MPC-13000294
Payment Terms: Net 30

CWO#
17145
17154
20709
20712
20759
20753

Job description:
ACID TRANSFER WWTP

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 9,090.30
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 641.25

TOTAL \$ 9,731.55

Make all checks payable to HYDROVAC Industrial Services.
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INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39668
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

October 17, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

20707

18691

17143

17160

Job description:

CLEAN SKIDPANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,341.02
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 816.75

TOTAL

\$ 14,256.77

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-13-0011
7/13/15
October 17, 2013

Customer PO#:

Payment Terms:

MPC-13000283
Net 30

CWO#
17151
17161
17150
17162

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,407.88
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 922.50

TOTAL

\$ 15,330.38

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

October 17, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

20708

20701

17148

20702

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 14,488.88

HYDROBLAST SERVICES

OTHER SERVICES

CHEMICAL CLEANING SERVICES

SUPPLIED LABOR

FUEL SURCHARGE

\$ 909.00

TOTAL

\$ 15,397.88

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

October 17, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

20710

20703

20711

20704

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,332.93
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 14,160.93

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

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BILL TO:

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73181160
Invoice date: October 17, 2013

Customer PO#: MP6-13000293
Payment Terms: Net 30

CWO#
17149
18892
17152
18893

Job description:
CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,482.43
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 844.88

TOTAL \$ 14,327.30

Make all checks payable to HYDROVAC Industrial Services.
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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131161
Invoice date: October 17, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17163
20757
20761
20768

Job description:
CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,855.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 741.75

TOTAL **\$ 12,697.22**

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131181
Invoice date: October 17, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17153
20757
20751
20758

Job description:
CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,855.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 741.75

TOTAL **\$ 12,697.22**

Make all checks payable to HYDROVAC Industrial Services.
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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131162
Invoice date: October 19, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17155
20752
20760

Job description:
CLEAN SKID PANS, DOG LEGS & SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,078.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 724.50

TOTAL **\$ 12,802.97**

Make all checks payable to HYDROVAC Industrial Services.
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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131163
Invoice date: October 21, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17166
20755
17157
20789

Job description:

CLEAN SUMPS, DOG LEGS & SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,677.56
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 741.75

TOTAL

\$ 11,419.31

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

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INVOICE

BILL TO:

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131164
Invoice date: October 21, 2013

Customer PO#: MPC-13000284
Payment Terms: Net 30

CWO#
20756
20766
20779
20780

Job description:
ACID TRANSFER WWTP

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 7,793.65
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 595.13

TOTAL \$ 8,388.77

Make all checks payable to HYDROVAC Industrial Services.
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MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131185
Invoice date: October 23, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
20775
20791
20761
20792

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS SAP

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,816.08
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,344.06

Make all checks payable to HYDROVAC Industrial Services.
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205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131168
Invoice date: October 25, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
20776
20794
20777
20796

Job description:
CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,483.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL **\$ 13,311.47**

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131167
Invoice date: OCTOBER 27, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#

20762

20801

20778

20796

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,685.10
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,513.10

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131168
Invoice date: October 29, 2013

Customer PO#: MPC-13000283
Payment Terms: Net 30

CWO#
20763
20770
20764
20767

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,836.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,663.47

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131169
Invoice date: COTOBER 31, 2013

Customer PO#: MPC-13000283

Payment Terms: Net 30

CWO#
20781
20810

Job description:
CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 5,981.74
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 414.00

TOTAL **\$ 6,395.74**

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-11-0011
7/18/13
December 3, 2013

Customer PO#:

Payment Terms:

MPG-3000291
Net 30

CWO#
20782
20737
20740
20728
20786
20808
18700
17017
20774
18895

Job description:

ACID TRANSFER AT WWT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 15,461.04
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 81.75

TOTAL

\$ 16,443.69

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BILL TO:

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

November 15, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
20783
20713
20784
20809

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,977.00
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 428.00

TOTAL

\$ 13,805.47

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

November 15, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#	Job description:
20719	CLEAN SKID PANS, SUMPS & DOG LEGS
20720	
20765	
20736	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,375.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 845.25
TOTAL	\$ 14,375.72

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-11001
75-11173
November 15, 2013

Customer PO#:

Payment Terms:

75-1100293
Net 30

CWO#
20721
20722
20723
20788

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,999.84
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 801.00

TOTAL

\$ 13,799.84

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

November 15, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

20738

20739

20741

20803

Job description:

CLEAN SUMPS, DOG LEGS & SKID PANS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 13,516.41

HYDROBLAST SERVICES

\$ 0.00

OTHER SERVICES

\$ 0.00

CHEMICAL CLEANING SERVICES

\$ 0.00

SUPPLIED LABOR

\$ 0.00

FUEL SURCHARGE

\$ 819.10

TOTAL

\$ 14,368.90

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

November 15, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
20714
20805
20804
20800

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,074.47
HYDROBLAST SERVICES	\$ 1,432.31
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 11.63

TOTAL

\$ 15,524.01

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

72-13-0011
72-13-0011
November 21, 2013

Customer PO#:

Payment Terms:

010-1300123
Net 30

CWO#

20797

20727

20808

20807

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,480.00
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 894.63

TOTAL

\$ 13,696.63

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

December 3, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#	Job description:
20798	CLEAN SUMPS, DOG LEGS & SKID PANS
20787	
20788	
20718	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 19,329.02
CREDIT ON DISPUTED EQUIPMENT CHARGES	\$ (4,367.50)
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00
TOTAL	\$ 9,769.52

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BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 773-13-0011
Invoice #: 73131178
Invoice date: November 22, 2013

Customer PO#: MPC13000283
Payment Terms: Net 30

CWO#
18699
20716
6133
20743
6134
20802
6135
20772
6136
20773

Job description:
CLEAN UP WORK ON TOWER #2

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 60,193.38
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 2,164.75

TOTAL \$ 52,348.13

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INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-12-0011
75121278
December 3, 2013

Customer PO#:

Payment Terms:

MFG-13001293
Net 30

CWO#
6139
20799
17018
6137

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,345.44
HYDROBLAST SERVICES	\$ 1,118.00
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 718.90

TOTAL

\$ 14,064.34

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-134001

21021160

December 10, 2013

Customer PO#:

Payment Terms:

MPC 15000293

Net 30

CWO#	Job description:
6139	CLEAN SKID PANS, DOG LEGS & SUMPS
20744	
6181	
20760	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,891.42
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 802.13
TOTAL	\$ 12,793.69

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

13-12-001
7-021151
December 10, 2013

Customer PO#:

Payment Terms:

MPG-13000203
Net 30

CWO#
8163
20742
6162
20745

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,344.31
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 741.78

TOTAL

\$ 14,086.96

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POST OFFICE BOX 848
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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-15-8011
7315182
January 6, 2014

Customer PO#:

Payment Terms:

MPO-13000244
Net 30

CWO#	Job description:
20747	ACID TRANSFER
6178	
20733	
6168	
6142	
6145	
6175	
6151	
6165	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 3,355.40
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 577.88
TOTAL	\$ 3,933.28

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

25-12-001
74134383
December 10, 2013

Customer PO#:

Payment Terms:

4402-13000293
Net 30

CWO#

6141

20746

20728

20729

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,408.38
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 826.00

TOTAL

\$ 14,236.38

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

72-12-0011
7015182
December 10, 2013

Customer PO#:

Payment Terms:

MPC 1300283
Net 30

CWO#	Job description:
6180	CLEAN SUMPS, SKID PANS & DOG LEGS
20730	
6181	
20731	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,441.84
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 928.00
TOTAL	\$ 15,169.84

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-12401
73131585
December 18, 2013

Customer PO#:

Payment Terms:

MPG-1300283
Net 30

CWO#
20790
20732
6184
6164

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 19,391.88
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 14,219.88

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

December 16, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#	Job description:
6185	CLEAN SUMPS, SKID PANS & DOG LEGS
6160	
6179	
6188	
6159	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 41,163.43
HYDROBLAST SERVICES	\$ 1,125.00
OTHER SERVICES	\$ 1,125.00
CHEMICAL CLEANING SERVICES	\$ 1,125.00
SUPPLIED LABOR	\$ 1,125.00
FUEL SURCHARGE	\$ 672.75

TOTAL

\$ 11,828.18

- 209.02

CG# 54213

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-140811
7411001
January 16, 2014

Customer PO#:

Payment Terms:

MPC-13000293
Net 30

CWO#	Job description:
6223	CLEAN SUMPS, SKID PANS & DOG LEGS
6216	
6226	
6216	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,183.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 741.75
TOTAL	\$ 13,925.22

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

February 4, 2014

Customer PO#:

MPC-13000294

Payment Terms:

Net 30

CWO#

6224

6233

6257

6255

6252

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 8,274.93

HYDROBLAST SERVICES

OTHER SERVICES

CHEMICAL CLEANING SERVICES

SUPPLIED LABOR

FUEL SURCHARGE

\$ 534.75

TOTAL

\$ 8,809.68

Wire # 12414

— 1,744.18

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\$ 7065.50
unpaid

pd w/
wire of:
1/24

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MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-140011
73141003

January 16, 2014

Customer PO#:

Payment Terms:

MPG 13000293

Net 30

CWO#

6226

6214

6227

6213

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 13,524.47

HYDROBLAST SERVICES

OTHER SERVICES

CHEMICAL CLEANING SERVICES

SUPPLIED LABOR

FUEL SURCHARGE

\$ 828.00

TOTAL

\$ 14,352.47

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

THANK YOU FOR YOUR BUSINESS!

662.329.1800

www.hydrovaonline.com

205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

72-18-0011
73141004
January 18, 2014

Customer PO#:

Payment Terms:

4116-1300-293
Net 30

CWO#

6228

6212

6229

6211

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 13,081.47

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 828.00

TOTAL

\$ 13,889.47

Make all checks payable to HYDROVAC Industrial Services.
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INDUSTRIAL SERVICES, INC.

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-14-0011
73140011
January 17, 2014

Customer PO#:

Payment Terms:

MP 1300293
Net 30

CWO#	Job description:
6230	CLEAN SUMPS, SKID PANS & DOG LEGS
6210	
6209	
6208	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,733.62
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 664.13
TOTAL	\$ 12,397.64

Make all checks payable to HYDROVAC Industrial Services.
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HYDROVAC

INDUSTRIAL SERVICES, INC.

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-14-0011
73141085
January 17, 2014

Customer PO#:

Payment Terms:

100-13000293
Net 30

CWO#	Job description:
6207	CLEAN SKID PANS, DOG LEGS & SUMPS
6231	
6202	
6232	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,444.87
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 871.19
TOTAL	\$ 14,316.80

Make all checks payable to HYDROVAC Industrial Services.
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205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC.

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39588
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-1A-0011
73141007
January 17, 2014

Customer PO#:

Payment Terms:

14-0000293
Net 30

CWO#	Job description:
6206	CLEAN SUMPS, SKID PANS AND DOG LEGS
6234	
6204	
6235	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,986.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 826.00
TOTAL	\$ 14,813.47

Make all checks payable to HYDROVAC Industrial Services.
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HYDROVAC

INDUSTRIAL SERVICES, INC.

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 23-14-0011
Invoice #: 73141009
Invoice date: January 21, 2014

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#	Job description:
6238	CLEAN SUMPS, SKID PANS & DOG LEGS
6238	
6203	
6191	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,718.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 628.00

TOTAL \$ 14,346.47

Make all checks payable to HYDROVAC Industrial Services.
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205.758.4144

— \$12,390.78 paid
w/ 1/10/14 wire
\$2,153.69
remains
unpaid

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

January 21, 2014

Customer PO#:

Payment Terms:

Net 30

CWO#

6262

6192

6260

6193

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 11,857.97

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 681.38

TOTAL

\$ 12,539.35

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

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HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-14001
7314013
January 29, 2014

Customer PO#:

Payment Terms:

MPG-136023
Net 30

CWO#

6198

6199

6200

6238

Job description:

CLEAN SKID PANS, DOG LEGS & SUMPS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 14,338.40

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 828.00

TOTAL

\$ 15,166.40

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

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205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

February 11, 2014

Customer PO#:

Payment Terms:

Net 30

CWO#

6267

6249

6241

6248

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 12,247.47

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 776.25

TOTAL

\$ 13,023.72

*prep'd w/wire
of 1/31*

— 9941.53

\$ 3082.19 bal.

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

662.329.1800

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www.hydrovaconline.com

205.758.4144

Customer: MSH-HOSP | Detail Summary or Totals Detail | Show notes: No | Show rejections: Yes

A/R Aged Trial Balance
HYDROVAC INDUSTRIAL SERVICES
2/20/2014

Page 1
2/20/14 02:12
130 10146129

Invoice Number	Job	Invoice Date	Due Date	Acct Bal	Cur Due	Past Due	9-30	31-60	61-90	91-120	12+	Retention
MSH-HOSP - MISSISSIPPI PHOSPHATES (728) 762-3210												
73131117	73-13-0011	8/20/13	10/19/13	2,512.03		2,512.03					2,512.03	
73131121	73-13-0011	8/20/13	10/19/13	15,038.87		15,038.87					15,038.87	
73131122	73-13-0011	8/20/13	10/19/13	12,839.65		12,839.65					12,839.65	
73131123	73-13-0011	8/20/13	10/19/13	11,096.15		11,096.15					11,096.15	
73131124	73-13-0011	8/20/13	10/19/13	12,540.56		12,540.56					12,540.56	
73131125	73-13-0011	8/20/13	10/19/13	1,153.31		1,153.31					1,153.31	
73131126	73-13-0011	8/27/13	10/26/13	15,345.12		15,345.12				15,345.12		
73131127	73-13-0011	8/27/13	10/26/13	11,884.30		11,884.30				11,884.30		
73131128	73-13-0011	9/4/13	11/3/13	4,558.12		4,558.12				4,558.12		
73131129	73-13-0011	8/27/13	10/26/13	13,778.97		13,778.97				13,778.97		
73131130	73-13-0011	8/27/13	10/26/13	15,007.12		15,007.12				15,007.12		
73131131	73-13-0011	8/27/13	10/26/13	11,778.15		11,778.15				11,778.15		
73131132	73-13-0011	8/27/13	10/26/13	12,117.40		12,117.40				12,117.40		
73131133	73-13-0011	9/4/13	11/3/13	14,039.12		14,039.12				14,039.12		
73131134	73-13-0011	9/4/13	11/3/13	15,144.53		15,144.53				15,144.53		
73131135	73-13-0011	9/4/13	11/3/13	14,704.56		14,704.56				14,704.56		
73131136	73-13-0011	9/20/13	11/19/13	15,453.22		15,453.22				15,453.22		
73131137	73-13-0011	9/20/13	11/19/13	12,839.50		12,839.50				12,839.50		
73131138	73-13-0011	9/20/13	11/19/13	12,064.25		12,064.25				12,064.25		
73131139	73-13-0011	9/20/13	11/19/13	10,779.12		10,779.12				10,779.12		
73131140	73-13-0011	9/20/13	11/19/13	12,064.25		12,064.25				12,064.25		
73131141	73-13-0011	10/2/13	12/1/13	10,362.32		10,362.32				10,362.32		
73131142	73-13-0011	9/20/13	11/19/13	11,735.25		11,735.25				11,735.25		
73131143	73-13-0011	9/20/13	11/19/13	13,018.75		13,018.75				13,018.75		
73131144	73-13-0011	9/30/13	11/29/13	12,687.75		12,687.75				12,687.75		
73131145	73-13-0011	9/30/13	11/29/13	12,041.75		12,041.75				12,041.75		
73131146	73-13-0011	9/30/13	11/29/13	11,109.90		11,109.90				11,109.90		
73131147	73-13-0011	9/30/13	11/29/13	13,318.65		13,318.65				13,318.65		
73131148	73-13-0011	9/30/13	11/29/13	12,215.60		12,215.60				12,215.60		
73131149	73-13-0011	9/30/13	11/29/13	12,052.85		12,052.85				12,052.85		
73131150	73-13-0011	10/2/13	12/1/13	13,759.31		13,759.31				13,759.31		
73131151	73-13-0011	10/2/13	12/1/13	9,230.23		9,230.23				9,230.23		
73131152	73-13-0011	10/2/13	12/1/13	14,094.77		14,094.77				14,094.77		
73131153	73-13-0011	10/2/13	12/1/13	13,597.02		13,597.02				13,597.02		
73131154	73-13-0011	10/2/13	12/1/13	15,621.22		15,621.22				15,621.22		
73131155	73-13-0011	11/4/13	1/3/14	9,731.55		9,731.55				9,731.55		
73131156	73-13-0011	10/23/13	12/22/13	14,256.77		14,256.77				14,256.77		
73131157	73-13-0011	10/23/13	12/22/13	15,390.86		15,390.86				15,390.86		
73131158	73-13-0011	10/23/13	12/22/13	15,397.86		15,397.86				15,397.86		
73131159	73-13-0011	10/23/13	12/22/13	14,160.93		14,160.93				14,160.93		
73131160	73-13-0011	10/23/13	12/22/13	14,327.30		14,327.30				14,327.30		



A/R Aged Trial Balance
HYDROVAC INDUSTRIAL SERVICES
2/20/2014

Page 2
2/20/15
USD BALANCE

Invoice Number	Job	Invoice Date	Due Date	Acct Bal	Our Due	Past Due	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Retention
PHOSPH - MISSISSIPPI PHOSPHATES (228) 762-3210												
73131161	73-13-0011	11/4/13	1/3/14	12,697.22		12,697.22		12,697.22				
73131162	73-13-0011	11/4/13	1/3/14	12,802.97		12,802.97		12,802.97				
73131163	73-13-0011	11/4/13	1/3/14	11,419.31		11,419.31		11,419.31				
73131164	73-13-0011	11/4/13	1/3/14	8,388.77		8,388.77		8,388.77				
73131165	73-13-0011	11/4/13	1/3/14	12,344.06		12,344.06		12,344.06				
73131166	73-13-0011	11/4/13	1/3/14	13,311.47		13,311.47		13,311.47				
73131167	73-13-0011	11/4/13	1/3/14	12,513.10		12,513.10		12,513.10				
73131168	73-13-0011	11/4/13	1/3/14	12,663.47		12,663.47		12,663.47				
73131169	73-13-0011	11/4/13	1/3/14	6,395.74		6,395.74		6,395.74				
73131170	73-13-0011	12/4/13	2/2/14	16,443.69		16,443.69		16,443.69				
73131171	73-13-0011	11/25/13	1/24/14	13,805.47		13,805.47		13,805.47				
73131172	73-13-0011	11/25/13	1/24/14	14,378.72		14,378.72		14,378.72				
73131173	73-13-0011	11/25/13	1/24/14	13,799.84		13,799.84		13,799.84				
73131174	73-13-0011	11/25/13	1/24/14	14,368.80		14,368.80		14,368.80				
73131175	73-13-0011	11/25/13	1/24/14	15,124.01		15,124.01		15,124.01				
73131176	73-13-0011	11/25/13	1/24/14	13,696.64		13,696.64		13,696.64				
73131177	73-13-0011	12/4/13	2/2/14	9,769.52		9,769.52		9,769.52				
73131178	73-13-0011	12/4/13	2/2/14	52,348.13		52,348.13		52,348.13				
73131179	73-13-0011	12/4/13	2/2/14	14,064.34		14,064.34		14,064.34				
73131180	73-13-0011	12/16/13	2/14/14	12,793.69		12,793.69		12,793.69				
73131181	73-13-0011	12/16/13	2/14/14	14,085.96		14,085.96		14,085.96				
73131182	73-13-0011	1/8/14	3/9/14	9,933.28	9,933.28							
73131183	73-13-0011	12/16/13	2/14/14	14,236.38		14,236.38		14,236.38				
73131184	73-13-0011	12/16/13	2/14/14	15,169.84		15,169.84		15,169.84				
73131185	73-13-0011	12/16/13	2/14/14	14,219.88		14,219.88		14,219.88				
73131186	73-13-0011	12/16/13	2/14/14	11,619.16		11,619.16		11,619.16				
73141001	73-14-0011	1/20/14	3/21/14	13,925.22	13,925.22							
73141003	73-14-0011	1/20/14	3/21/14	14,352.47	14,352.47							
73141004	73-14-0011	1/20/14	3/21/14	13,889.47	13,889.47							
73141005	73-14-0011	1/20/14	3/21/14	12,397.64	12,397.64							
73141006	73-14-0011	1/20/14	3/21/14	14,315.80	14,315.80							
73141007	73-14-0011	1/20/14	3/21/14	14,813.47	14,813.47							
73141009	73-14-0011	1/21/14	3/22/14	2,153.69	2,153.69							
73141010	73-14-0011	1/21/14	3/22/14	12,180.04	12,180.04							
				<u>975,209.72</u>	<u>107,961.08</u>	<u>867,248.64</u>	<u>259,924.07</u>	<u>185,740.90</u>	<u>150,091.37</u>	<u>216,311.73</u>	<u>55,180.57</u>	<u>0.00</u>
				975,209.72	107,961.08	867,248.64	259,924.07	185,740.90	150,091.37	216,311.73	55,180.57	0.00

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

MISSISSIPPI PHOSPHATES
CORPORATION

PLAINTIFF

VS.

CAUSE NO. 2014-00122(2)

HYDROVAC INDUSTRIAL
SERVICES, INC.

DEFENDANT

FILED

JUL 10 2014

JOE W. MARTIN, JR. CLERK
D.C.

HYDROVAC INDUSTRIAL SERVICES, INC.'S
ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIM

Defendant Hydrovac Industrial Services, Inc. ("Hydrovac" or "Defendant") submits its Answer, Affirmative Defenses, and Counterclaim to the Complaint of Mississippi Phosphates Corporation ("MPC" or "Plaintiff") as follows:

ANSWER

For its Answer to the allegations of the Complaint, paragraph by paragraph, Hydrovac states as follows:

PARTIES

1. Admitted.
2. Admitted.

JURISDICTION AND VENUE

3. Admitted.
4. Admitted.

FACTS

5. Admitted.



6. With regard to the allegations in paragraph 6, Hydrovac admits there was an accident at MPC's premises on August 9, 2013, which resulted in some MPC employees being sprayed with acid. To the extent paragraph 6 states the accident and resultant injuries were entirely the result of negligence on the part of Hydrovac, Hydrovac denies such allegations. Hydrovac further pleads that its employees requested of MPC that Hydrovac be allowed to erect a protective barrier around the area in which the acid was to be sprayed, not allowing any MPC employees into the area, and that MPC refused to take this safety measure. MPC further failed to require its employees to wear necessary protective equipment so they could safely work in the area where the spraying was to occur. Hydrovac has insufficient information to admit or deny whether MPC's employees were taken to the hospital, and therefore, those allegations are denied. Hydrovac denies all allegations not expressly admitted.

7. Denied.

- a. Hydrovac denies that it breached paragraph 3.9 of the MSA.
- b. Hydrovac denies that it breached paragraph 3.17(a) of the MSA.
- c. Hydrovac denies that it breached paragraph 3.17(d) of the MSA.
- d. Hydrovac denies that it breached paragraph 3.22 of the MSA.

8. Hydrovac denies that it breached the MSA or that it is in any way responsible for the damages alleged in paragraph 8.

- a. Hydrovac is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations of subparagraph a. As such, the allegations are denied.
- b. Denied.

- c. Denied. Upon information and belief, MPC had its employees fully operating its equipment within 30 minutes of the above-referenced accident.
- d. Hydrovac is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations in subparagraph d. As such, the allegations are denied.
- e. Denied.
- f. Hydrovac is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations in subparagraph f. As such, the allegations are denied.
- g. Hydrovac is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations in subparagraph g. As such, the allegations are denied.
- h. Hydrovac is without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations in subparagraph h. As such, the allegations are denied.

Count I – Breach of Contract

- 9. Hydrovac incorporates by reference its answers to the allegations in the preceding paragraphs.
- 10. Admitted.
- 11. Denied.
- 12. Denied.

Count II – Declaratory Judgment

13. Hydrovac incorporates by reference its answers to the allegations in the preceding paragraphs.

14. Denied.

a. Admitted.

b. Denied.

c. Denied.

d. Denied.

Count III – Negligence

15. Hydrovac incorporates by reference its answers to the allegations in the preceding paragraphs.

16. Denied.

Hydrovac admits the MSA is a valid, binding contract, but otherwise denies the paragraph beginning “WHEREFORE, MPC,” and denies that MPC is entitled to the relief requested or any relief whatsoever. Hydrovac denies all allegations not expressly admitted.

AFFIRMATIVE DEFENSES

And now, having answered the allegations in the Complaint, Hydrovac sets forth its specific affirmative defenses as follows:

First Affirmative Defense

The Complaint fails to state a claim upon which relief can be granted and should therefore be dismissed.

Second Affirmative Defense

MPC suffered no damages actually or proximately caused by the actions and/or inactions of Hydrovac.

Third Affirmative Defense

Some or all of MPC's claims are barred by its failure to mitigate its damages.

Fourth Affirmative Defense

Hydrovac affirmatively asserts all defenses which may be available to it under Mississippi Rule of Civil Procedure 12(b).

Fifth Affirmative Defense

Hydrovac affirmatively asserts all defenses which may be available to it under Mississippi Rule of Civil Procedure 8(c).

Sixth Affirmative Defense

To the extent any injury resulted from any action or inaction of Hydrovac, such injury resulted from the negligence of a third party. Such third party is necessary to the Court's ability to accord complete relief among the existing parties. Miss. R. Civ. P. 19(a)(1)(A). Therefore, MPC's Complaint must be dismissed pursuant to Rule 12(b)(7).

Seventh Affirmative Defense

One or more of MPC's claims are or may be barred by the doctrine(s) of estoppel and/or unclean hands.

Eighth Affirmative Defense

MPC's claims are barred, in whole or in part, because MPC abandoned and/or relinquished and/or waived and/or rescinded its rights of action.

Ninth Affirmative Defense

To the extent Hydrovac was in breach of any contractual obligation, as alleged in MPC's Complaint, Hydrovac is partially or wholly relieved of such obligations by MPC's refusal to pay Hydrovac for valuable services rendered, in violation of the MSA, and other violations of the MSA as detailed in Hydrovac's Counterclaim.

Tenth Affirmative Defense

Hydrovac specifically denies that it is guilty of the acts, deeds, or other occurrences alleged in the Complaint which would in any way give rise to any claim in favor of MPC against Hydrovac, denies that MPC has any cause of action against Hydrovac for any reason, and denies that MPC is entitled to recover any sum from Hydrovac. Hydrovac demands strict proof of all alleged damages.

Eleventh Affirmative Defense

Hydrovac reserves its rights under Mississippi Rule of Civil Procedure 12(c).

Twelfth Affirmative Defense

Hydrovac did not breach any legal duty allegedly owing to MPC, did not breach any alleged contractual obligation, has at all times complied with the applicable standards of care, and did not commit nor is it responsible for any act which proximately caused or contributed to any actionable damages or harm to MPC.

Thirteenth Affirmative Defense

MPC's recovery is barred, in whole or in part, by the doctrine of contributory or comparative negligence and/or by MPC's failure to exercise reasonable diligence and its corresponding negligent and reckless conduct, including but not limited to its failure to comply with applicable federal and statute statutes and regulations.

Fourteenth Affirmative Defense

One or more of MPC's claims must fail because Hydrovac's actions were authorized under and consistent with the agreements and justified expectations of the parties. Hydrovac's actions were at all times honest, diligent, in good faith, fair, and reasonable. Hydrovac did not act in any manner to prevent MPC from performing any contractual obligation or from receiving any benefits of the MSA or any other applicable contracts.

Fifteenth Affirmative Defense

MPC lacks standing to assert some or all of its claims.

Sixteenth Affirmative Defense

Hydrovac asserts the defense of assumption of the risk.

Seventeenth Affirmative Defense

Alternatively, and only in the event that this Court should determine that Hydrovac is in some way liable to MPC for the injuries alleged, which is denied, then, in that event, if MPC suffered the injuries or damages alleged, which is denied, the injuries or damages resulted solely from acts or omissions of persons other than Hydrovac for which it is not liable; and, such acts or omissions on the part of others constitute an independent, intervening, superseding, or sole proximate cause of any such alleged injuries or damages.

Eighteenth Affirmative Defense

MPC's claims are barred, in whole or in part, by the doctrines of waiver and/or laches.

Nineteenth Affirmative Defense

The facts not having been fully developed, Hydrovac adopts any affirmative defenses not specifically cited in this Answer and Affirmative Defenses, any other matter constituting an avoidance or affirmative defense as may be shown by the facts in this cause, and hereby reserves its right to amend its Answer and Affirmative Defenses to assert any such defense.

Now, having fully answered the allegations against it, Hydrovac respectfully requests that the Complaint be dismissed, with prejudice, and that it be awarded costs and fees, and such other relief that the Court deems just and proper.

COUNTERCLAIM

Hydrovac files its Counterclaim against MPC, and in support, would state as follows:

PARTIES

1. Hydrovac is a Mississippi corporation with its principal place of business located in Columbus, Mississippi.
2. MPC is a Delaware corporation with its principal place of business located in Pascagoula, Mississippi.

JURISDICTION AND VENUE

3. Jurisdiction is proper pursuant to Miss. Code Ann. § 9-7-81.
4. Venue is proper pursuant to Miss. Code Ann. § 11-11-3.

FACTS

A. MPC's breach of the Master Services Agreement.

5. Hydrovac provides professional cleaning and other services for businesses in the industrial, manufacturing, power generating, and refinery markets. Examples of specific services performed by Hydrovac include industrial and chemical cleaning, industrial vacuuming, and hydroblasting. Hydrovac currently provides services to industrial businesses in seven states across the Southeast.

6. MPC is a producer and marketer of diammonium phosphate ("DAP"), a widely used phosphate fertilizer. MPC's production facilities are located in Pascagoula, Mississippi.

7. On or about March 14, 2012, Hydrovac and MPC entered into a Master Services Agreement ("MSA"), pursuant to which Hydrovac agreed to perform construction, repair, maintenance, and other work at MPC's production facilities in Pascagoula, Mississippi. *See Master Services Agreement, attached as Exhibit A.* The MSA provides that:

From time to time [MPC] may orally request [Hydrovac] to perform a work project on a time and materials basis without the necessity of [Hydrovac] submitting a Proposal. In such event, [Hydrovac's] commencement of performance will create a binding Contract on a time and materials basis with respect to such work project governed by the terms of this Agreement and [Hydrovac's] Rate Schedule; provided that [MPC] may, at its option, issue a Purchase Order for such work including additional terms, which [Hydrovac] shall be deemed to have accepted by commencement or continuation of performance of the work.

Ex. A, at ¶ 2.1.

8. MPC placed numerous work orders with Hydrovac pursuant to the MSA. Hydrovac accepted and performed these orders in exchange for MPC's promise to pay in accordance with the payment terms of the MSA. *See Ex. A*, at ¶ 3.3.

9. MPC has failed to make the agreed upon payments to Hydrovac as required by the MSA. Copies of the unpaid invoices directed to MPC which detail the services that MPC ordered from Hydrovac and for which MPC agreed to pay are attached as *Exhibit B*.

10. MPC is indebted to Hydrovac in the principal amount of \$975,209.72. *See Accounts Receivable, attached as Exhibit C.*

11. Hydrovac has made repeated requests for payment from MPC, but MPC has failed to pay its indebtedness to Hydrovac. MPC remains indebted to Hydrovac in the amount of \$975,209.72.

B. MPC has no offset rights against Hydrovac.

12. On August 9, 2013, an industrial accident occurred at MPC's facilities in Pascagoula, Mississippi where several MPC employees were sprayed with acid.

13. Paragraphs 3.3(a) and (b) of the MSA only apply to fixed price contracts, and all claims and counterclaims in this lawsuit arise out of work performed on a time and materials basis.

14. Paragraph 3.3(c) of the MSA provides:

(c) Payment for Time and Materials Contract. Each week during the progress of the work, Contractor shall submit to Owner an itemized invoice in accordance with the provisions of paragraph 3.31, for the costs, charges and expenses incurred in the performance of the work hereunder. Said invoice shall be accompanied by a schedule of labor charges, copies of invoices for materials and equipment, and such other supporting documents as Owner may require. **Within thirty (30) calendar days of receipt of all of Contractor's invoices for a given month, Owner shall pay the face amount of said invoices, subject to (c)(i) and (ii) below.** After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to owner and (ii) Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. **Said cause for withholding final payment shall be remedied promptly upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing.** If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only. (emphasis added).

15. Under the plain language of paragraph 3.3(c), MPC was required to pay Hydrovac's invoices within thirty (30) calendar days if the work was acceptable to MPC and Hydrovac complied with the MSA's lien requirements. If Hydrovac failed to comply fully with

its obligations under the MSA, paragraph 3.3(c) permitted MPC to withhold final payment of an invoice beyond thirty (30) days, and also required MPC to make demand upon Hydrovac to remedy the unacceptable work and to make the final payment on the invoice within thirty (30) days after Hydrovac has remedied.

16. Paragraph 3.3 of the MSA does not grant MPC a right to withhold payments due to Hydrovac or to setoff damages alleged by MPC related to the industrial accident on August 9, 2013 because, among other reasons:

- A. Hydrovac fully complied with all of its obligations under the MSA;
- B. MPC failed to make demand on Hydrovac to remedy any alleged failure by Hydrovac to comply with any obligations under the MSA;
- C. MPC failed to satisfy conditions precedent to the exercise of any alleged setoff rights;
- D. MPC represented on August 10, 2013, that the work Hydrovac performed at MPC's facilities on August 9, 2013, the date of the accident referenced in the Complaint, was "Excellent" and acceptable to MPC;
- E. MPC signed the daily Customer Work Order accepting the work performed by Hydrovac on August 9, 2013, without indication that the work performed was in any way unacceptable;
- F. MPC failed to give notice to Hydrovac that MPC intended to exercise any rights that may be afforded by paragraph 3.3(c) of the MSA;
- G. On January 2, 2014, MPC acknowledged that it is liable to Hydrovac for the full amount of its debt, and that no invoice was in dispute;

- H. MPC's statements of complete satisfaction with Hydrovac's performance under the MSA and MPC's lack of demand to remedy any deficiencies, as required by Paragraph 3.3(c) of the MSA, evidences no right of MPC to withhold payment or to exercise any alleged setoff right; and
- I. MPC's continued payments to Hydrovac following the August 9, 2013 accident, consisting of 32 payments applied to 63 separate invoices and totaling \$730,903.98, evidences no right of MPC to withhold payment or to exercise any alleged setoff right.
- J. MPC has no offset rights under paragraphs 3.3(a) or (b) of the MSA because those provisions only apply to fixed price contracts, and all work performed by Hydrovac for which MPC has not paid was done on a time and materials basis.

17. Additionally and alternatively, MPC waived any right to withhold payments or to assert alleged offset rights by continuing to request and accept services from Hydrovac under the MSA and by continuing to make payments to Hydrovac following August 9, 2013.

**COUNT I
BREACH OF CONTRACT**

18. Hydrovac incorporates by reference the allegations contained in the preceding paragraphs.

19. Hydrovac and MPC entered into the MSA under which MPC agreed to pay Hydrovac for services performed by Hydrovac.

20. MPC placed work orders with Hydrovac, which Hydrovac faithfully performed in accordance with the parties' agreement.

21. MPC breached the terms of the MSA by failing to make payments for work performed by Hydrovac.

22. Accordingly, MPC is liable to Hydrovac in the amount of \$975,209.72.

**COUNT II
UNJUST ENRICHMENT**

23. Hydrovac incorporates by reference the allegations contained in the preceding paragraphs.

24. Additionally and alternatively, in response to MPC's orders and in reliance on MPC's promises to pay for Hydrovac's services, Hydrovac sold and provided such services to MPC. MPC received and accepted those services but did not pay Hydrovac as promised.

25. As a result, MPC received a valuable benefit in the form of services from Hydrovac. MPC's retention of the benefits of Hydrovac's services without payment violates principles of justice, equity, and good conscience. It would be unjust for MPC to retain the benefits conferred upon it by Hydrovac. Therefore, Hydrovac is entitled to recover from MPC the reasonable value of these wrongfully accepted services. The reasonable value of the services for which MPC has not paid is \$975,209.72.

**COUNT III
DECLARATORY JUDGMENT**

26. Hydrovac incorporates by reference the allegations contained in the preceding paragraphs.

27. Hydrovac is entitled to a Declaratory Judgment that paragraph 3.3 of the MSA does not grant MPC a right to withhold payments due to Hydrovac or to setoff damages alleged by MPC related to the industrial accident on August 9, 2013 because, among other reasons:

A. Hydrovac fully complied with all of its obligations under the MSA;

- B. MPC failed to make demand on Hydrovac to remedy any alleged failure by Hydrovac to comply with any obligations under the MSA;
- C. MPC failed to satisfy conditions precedent to the exercise of any alleged setoff rights;
- D. MPC represented on August 10, 2013, that the work Hydrovac performed at MPC's facilities on August 9, 2013, the date of the accident referenced in the Complaint, was "Excellent" and acceptable to MPC;
- E. MPC signed the daily Customer Work Order accepting the work performed by Hydrovac on August 9, 2013, without indication that the work performed was in any way unacceptable;
- F. MPC failed to give notice to Hydrovac that MPC intended to exercise any rights that may be afforded by paragraph 3.3(c) of the MSA;
- G. On January 2, 2014, MPC acknowledged that it is liable to Hydrovac for the full amount of its debt, and that no invoice was in dispute;
- H. MPC's statements of complete satisfaction with Hydrovac's performance under the MSA and MPC's lack of demand to remedy any deficiencies, as required by Paragraph 3.3(c) of the MSA, evidences no right of MPC to withhold payment or to exercise any alleged setoff right; and
- I. MPC's continued payments to Hydrovac following the August 9, 2013 accident, consisting of 32 payments applied to 63 separate invoices and totaling \$730,903.98, evidences no right of MPC to withhold payment or to exercise any alleged setoff right.

J. MPC has no offset rights under paragraphs 3.3(a) or (b) of the MSA because those provisions only apply to fixed price contracts, and all work performed by Hydrovac for which MPC has not paid was done on a time and materials basis.

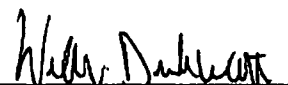
28. Accordingly, Hydrovac is entitled to a declaratory judgment that MPC has no right, contractual or otherwise, to withhold payment for services performed by Hydrovac and/or to offset against Hydrovac any amounts allegedly due to MPC from Hydrovac.

WHEREFORE, PREMISES CONSIDERED, Hydrovac requests that the Court enter a judgment in its favor and against MPC in the principal amount of \$975,209.72, plus pre- and post-judgment interest at the legal rate. Hydrovac further requests that the Court enter a declaratory judgment that MPC has no right, contractual or otherwise, to withhold payment of the Hydrovac invoices and/or to assert any alleged offset rights under the MSA. Hydrovac requests such other relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED, this the 9th day of July, 2014.

Respectfully Submitted,

HYDROVAC INDUSTRIAL SERVICES, INC.



William D. Drinkwater

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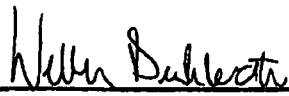
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CERTIFICATE OF SERVICE

I, William D. Drinkwater, certify that I have this date caused to be served via Hand Delivery a true and correct copy of the above and foregoing upon the following counsel of record:

Paul N. Davis
paul.davis@butlersnow.com
Mitch Carrington
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BUTLER SNOW LLP
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Post Office Box 6010
Ridgeland, Mississippi 39158-6010

This the 9th day of July, 2014.



One of Its Attorneys

MISSISSIPPI PHOSPHATES CORPORATION

MASTER SERVICES AGREEMENT

MPC Contract No.: 1327-12

This Master Services Agreement (this "Agreement") is made effective the 14th day of March, 2012, by and between MISSISSIPPI PHOSPHATES CORPORATION, as "Owner," and Hydrovac Industrial Services, Inc., as "Contractor" as follows:

WHEREAS Owner owns and operates a production facility in Pascagoula, Mississippi for the manufacture of diammonium phosphate fertilizer (the "Facility");

WHEREAS from time to time during the course of operations of the Facility fertilizer production and/or sales is disrupted or impacted due to breakdown of machinery, equipment and/or fixtures or to the requirement of performing maintenance of or work on the same or any parts, components, products or things related thereto which necessitates construction, repairs, maintenance and/or other work by qualified personnel with specialized training;

WHEREAS time is of the essence in contracting and performing such construction, repairs, maintenance and/or work in order to minimize the disruption of or impact to Owner's fertilizer production and sales;

WHEREAS Owner has determined that valuable time can be saved by entering into a master services agreement with one or more qualified contractors setting forth the general terms and conditions under which Owner may hereafter engage such contractor to perform construction, repairs, maintenance and/or other work;

WHEREAS Contractor is in the business of providing qualified personnel with specialized training in order for him/her to perform his/her work to the highest quality;

WHEREAS Owner contemplates -engaging the services of Contractor, and--Contractor contemplates accepting such engagements, from time to time to perform construction, repair, maintenance and/or other work at the Facility; and

WHEREAS Owner and Contractor desire to memorialize the general terms and conditions under which Owner and Contractor have agreed that future work to be performed by Contractor at the Facility will be governed.

NOW, THEREFORE, for and in consideration of duly valid and material consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor, and in further consideration of the mutual covenants set forth below, Owner and Contractor agree as follows:



ARTICLE I: DEFINITIONS

1.1. "Owner" means Mississippi Phosphates Corporation.

1.2. "Contractor" means the party identified as "Contractor" in the opening paragraph of this Agreement.

1.3. "Proposal" means a writing submitted by Contractor to Owner, in response to Owner's request for a proposal to perform a specific work project, setting forth either a proposed price and work completion schedule or a proposal for work on a time and materials basis. Any Proposal stated as a fixed price shall break the price down into reasonable work classifications. Any Proposal for time and materials work shall be based on the Contractor's rates and costs schedule as required pursuant to paragraph 4.5.

1.4. "Purchase Order" means a document denominated as such issued by Owner to Contractor approving Contractor's Proposal to perform a specific work project, and/or setting forth any additional terms regarding the specific work project, for example, a maximum number of days to complete the specific work project. If any such additional terms are included, then Contractor's commencement or continuation of work shall be deemed acceptance of such additional terms.

1.5. "Contract Price" means the price specified on the Proposal submitted by Contractor as approved in the Purchase Order issued by Owner for any specific work project to be performed by Contractor, subject to modification in accordance with paragraph 3.4, and/or, for time and materials work, the total price payable to Contractor based upon the rates and cost schedules as required pursuant to paragraph 4.5. For Contracts in which the Contract Price is stated as a fixed price, it shall be deemed to include all applicable taxes.

1.6. The "Contract Documents" relating to any specific work project to be performed by Contractor at the Facility shall mean the following documents: this Agreement, Contractor's Proposal for the applicable work, if any, Owner's Purchase Order for the applicable work, if any, Contractor's Rate Schedule (if the Proposal is based on time and materials) and any additional written Drawings, Specifications and/or Schedules approved by Owner and Contractor relating to the applicable work. The Contract Documents for each specific future work project shall constitute the entire agreement between Owner and Contractor (herein referred to as the "Contract") for that specific work project and shall supersede any and all previous negotiations, representations, understandings and agreements, whether written or oral, between them relating to the specific work project. The Contract Documents are intended to complement each other. It is the intent of the Contract Documents to describe a functionally complete project, or part thereof, to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result other than those furnished by Owner will be supplied by Contractor whether or not specifically called for. The Drawings, if any, depict details finished and in place, unless otherwise expressly stated. In the event that any provisions of the Proposal, Purchase Order, Rate Schedule, Drawings, Specifications or Schedules shall conflict with any term of this Agreement or purport to alter or amend any term of this Agreement, then the terms of this Agreement shall prevail unless both Owner and Contractor shall both sign a written statement expressly stating that such provision shall prevail over the terms of this Agreement with respect

to the applicable work project. The Contract shall not be construed to create a contractual relationship of any kind (a) between the Owner and any subcontractor of Contractor or (b) between any persons or entities other than Owner and Contractor.

ARTICLE II: AGREEMENTS TO PERFORM FUTURE WORK PROJECTS

2.1 From time to time Owner may request a Proposal from Contractor to perform a work project. In such event, the parties contemplate that Contractor will submit in writing to Owner a Proposal including both a price for each item of work and a schedule for completing the work. In the absence of Owner's written approval, Contractor agrees not to withdraw or modify any Proposal for a period of 30 days after the date the Proposal is submitted to Owner. If Owner chooses to accept Contractor's Proposal, then such acceptance will be evidenced by a Purchase Order issued by Owner to Contractor, the issuance of which will create a binding Contract governed by the terms of this Agreement between Owner and Contractor with respect to such work project, provided that if Owner's Purchase Order includes any additional terms then Contractor's commencement or continuation of performance shall be deemed acceptance of the additional terms.

From time to time Owner may orally request Contractor to perform a work project on a time and materials basis without the necessity of Contractor submitting a Proposal. In such event, Contractor's commencement of performance will create a binding Contract on a time and materials basis with respect to such work project governed by the terms of this Agreement and Contractor's Rate Schedule; provided that Owner may, at its option, issue a Purchase Order for such work including additional terms, which Contractor shall be deemed to have accepted by commencement or continuation of performance of the work.

2.2. Contractor shall submit with its Proposal, the name and address of any subcontractor(s) which it plans to utilize to perform work under the Contract. Owner shall have the right to reject the utilization of any subcontractor(s).

2.3. A resume' of the Contractor's superintendent and other key salaried supervisory personnel to be assigned to the work hereunder shall be submitted with the Proposal. Owner reserves the right to approve or disapprove the utilization of personnel which Owner, in its sole discretion, determines to be unsuitable for satisfactory performance under the Contract.

2.4. Owner may, in its discretion, require Contractor to furnish performance and/or payment bonds. The cost of such bonds shall be in addition to the Contract Price, and Contractor shall be reimbursed by Owner for the actual cost of the bonds. If required, bonds will be equal to 100 percent of the Contract Price.

2.5 Contractor certifies that prior to the signing of this Agreement and along with the submission of any Proposal, Contractor has provided the following information for the current year as well as the previous two years: (1) its OSHA Form 300 and Form 300-A; (2) copies of any and all federal or state OSHA citations, as well as documentation concerning any additional explanatory material or affirmative defenses; and (3) the identification of and documents concerning any and all pending investigations by federal or state occupational safety and health agencies.

ARTICLE III: GENERAL CONDITIONS

3.1. Contractor's General Responsibilities. Contractor agrees to use its best efforts on behalf of Owner's interest; to perform all work in strict conformity with the Contract Documents; to perform all work in the best and most workmanlike manner, using the best manner of performance and the materials of the best quality; to use only work supervisors exhibiting the highest standards; to complete the work no later than the completion date specified on the Proposal or Purchase Order; and to pay promptly, when due, all claims for services, labor and material relating to work. Contractor has been fully informed of the end result required by Owner for the work covered by the Contract, and Contractor agrees that its work will be consistent with producing the end result sought by Owner.

3.2. Certificate of Responsibility. If a work project under this Agreement is in excess of One Hundred Thousand Dollars (\$100,000.00), the Contractor represents and warrants that Contractor has a current Certificate of Responsibility number, issued by the Mississippi State Board of Contractors. The Contractor must hold the kind of Certificate of Responsibility appropriate for the work to be performed.

3.3. Payments.

(a) Payment on Completion (Fixed-Price Contracts with Schedule up to 30 days). Contractor's representative and Owner's general manager, or his designee, shall, promptly after conclusion of the work, inspect the work together. When the work is acceptable to Owner, in its sole discretion, Owner shall pay the Contract Price within thirty (30) calendar days after receipt of the Contractor's request for payment documented to Owner's satisfaction; provided, however, that final payment may be withheld beyond said thirty (30) day period (i) pending compliance by Contractor with the lien requirements of paragraph 3.34 and (ii) if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payments shall be promptly remedied by Contractor at its own expense upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only.

(b) Progress Payments (Fixed-Price Contracts with Schedule more than 30 days). Each month, Contractor shall submit to Owner in accordance with paragraph 3.31, a certified statement showing in detail the work accomplished during the preceding month, and within thirty (30) calendar days after receipt thereof, Owner shall pay to Contractor, without duplication, 90 percent of the face amount of said statement; provided, however, that the total amount of such progress payments shall not exceed 90 percent of the contract price. Owner may withhold some or all of this payment if Contractor's work is not acceptable to Owner or if Contractor has not or is not complying with any of his contractual obligations or if Owner disagrees with Contractor's stated percentage of completion. After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to Owner and (ii)

Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payment shall be remedied promptly by Contractor at its own expense upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only.

(c) **Payment for Time and Materials Contract.** Each week during the progress of the work, Contractor shall submit to Owner an itemized invoice in accordance with the provisions of paragraph 3.31, for the costs, charges and expenses incurred in the performance of the work hereunder. Said invoice shall be accompanied by a schedule of labor charges, copies of invoices for materials and equipment, and such other supporting documents as Owner may require. Within thirty (30) calendar days of receipt of all of Contractor's invoices for a given month, Owner shall pay the face amount of said invoices, subject to (c)(i) and (ii) below. After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to Owner and (ii) Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payment shall be remedied promptly upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes.

3.4. **Changes in the Work.** Owner may at any time or times, by written order, require alterations in, additions to, or omissions from, the work. Change orders must be countersigned by Owner and Contractor before commencement of the changed work, and no claim by Contractor for increases in the Contract Price shall be valid except as specifically provided by such written approvals. In absence of prior written approval, Contractor shall proceed at its own risk. On behalf of Owner, only authorized personnel may execute change orders. If any change causes an increase or decrease in the cost of performance, or any extension or reduction of the completion date, Contractor and Owner's general manager shall agree in writing upon an equitable adjustment in the price or completion date, or both.

3.5. **Termination.** Owner may, by written notice as provided in paragraph 3.30, terminate any Contract, in whole or in part, whenever Owner deems such termination to be for its best interest. Upon receipt of notice of termination, Contractor shall: (a) terminate all work; (b) place no further orders; (c) assign to Owner, to the extent directed by Owner, all of Contractor's rights, title and interests under orders theretofore placed hereunder; and (d) transfer title and

deliver to owner, as directed by Owner, materials, plans, drawings, and specifications produced, prepared or acquired for the work.

In the event of such termination, Owner shall pay to Contractor, and Contractor shall accept as full compensation for work performed, such percentage of the Contract Price as the scope of work actually performed by Contractor prior to receipt of notice of termination bears to the entire scope of work contemplated by the Contract, less any and all previous payments made, and Owner shall thereupon be released from further obligation to make payments under the Contract.

Either party may terminate this Agreement at any time by written notice as provided in paragraph 3.30. However, notwithstanding such termination of this Agreement, this Agreement shall continue in full force and effect with respect to all Contracts formed prior to the receipt of such notice of termination.

3.6. Insurance. Contractor shall, and shall cause subcontractor(s) of every tier to, maintain at all times during the period of this Agreement, and for such additional periods stated below, as a minimum and at its sole cost and expense, insurance complying with provisions set forth below:

(a) **Workers' Compensation and Employer's Liability Insurance** covering all statutorily or voluntarily employed persons in accordance with all applicable local, state and/or federal laws or regulations. Employer's Liability limits shall not be less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease from a carrier with an AM Best financial strength rating of AX or higher.

(b) **Commercial General Liability ("CGL") Insurance** with a limit of not less than \$1,000,000 each occurrence for all covered losses, a general aggregate limit of not less than \$2,000,000, and a deductible or retention of \$25,000 or less from a carrier with an AM Best financial strength rating of AX or higher. If such CGL insurance contains a general aggregate limit, it shall apply separately to work under each Contract. CGL Insurance shall be written on ISO occurrence form CG 00 01 01 (or a substitute form providing equivalent or greater coverage) and coverage must include: a) commercial form, b) premises/operations, c) underground, explosions and collapse hazard, d) products-completed operations, e) contractual liability insurance, f) independent contractors, g) broad form property damage, h) personal injury (with employment exclusion deleted, if applicable), i) advertising injury, j) liability assumed under an insured contract (including the tort liability or another assumed in a business contract) and cross-liability coverage. Owner shall be included as an additional insured under CGL policies using ISO endorsement form CG 20 10, CG 20 26 (or a substitute form providing equivalent or greater coverage).

Contractor shall maintain products/completed operations coverage with a combined single limit not less than \$2,000,000 per occurrence for a period of at least thirty-six months following final acceptance of Contractor's work by Owner.

(c) **Automobile Liability ("AL") Insurance** with a minimum limit of not less than \$1,000,000 per each occurrence of bodily injury and property damage, with a deductible or retention of \$5,000 or less from a carrier with an AM Best financial strength rating

of AX or higher. Such insurance shall cover liability arising out of any vehicles (including owned, hired and non-owned vehicles as well as trailers used therewith). Owner shall be included as an additional insured.

(d) **Primary Insurance.** Contractor's insurance as set forth above shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner.

(e) **Umbrella / Excess Liability Insurance.** Contractor shall also maintain Umbrella Excess Liability insurance of not less than \$5,000,000 over the primary insurance above (i.e., additional protection above and beyond workers' compensation, CGL and AL policies above), from a carrier with an AM Best financial strength rating of AX or higher. Owner shall be included as an additional insured under Contractor's Umbrella Excess Liability policies.

(f) **Deductibles or Self-Insured Retentions.** Any and all deductibles or self-insured retentions in the above described insurance policies shall be assumed by and be on the account of and at the sole risk of the Contractor.

(f) **Evidence of Insurance.** Prior to the commencement of the work, and at all times during the performance of the work under each Contract, Contractor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide that thirty (30) days' written notice will be given to Owner prior to the cancellation, non-renewal or material change of any insurance set forth above. Contractor shall provide certified copies of insurance policies set forth above within ten (10) days of Owner's written request for said copies.

(g) **Failure to Maintain and Evidence Insurance.** In the event that Contractor fails to maintain and evidence insurance as set forth above, Owner shall have the right, but not the obligation, to suspend or terminate work under this Contract, withhold payment to Contractor under this Contract or to purchase required coverage at Contractor's expense.

(h) **No Representation of Coverage Adequacy.** By requiring insurance herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liabilities under this Agreement.

(i) **No Right of Recovery or Subrogation against Owner.** Neither Contractor nor any of the carriers issuing the above-described insurance shall have any right of recovery or subrogation against Owner (including its employees, officers and agents), it being the intention of the parties that the insurance policy so effected shall protect the parties in the primary and excess coverage for any and all losses covered by the above-described insurance.

3.7. **Hold Harmless.** Contractor hereby indemnifies and agrees to hold harmless and defend Owner, its officers, employees, agents and invitees, from and against all claims, liabilities, losses, injuries, and damages of every nature, directly or indirectly arising out of any negligent (or any higher level of culpability) act or failure to act by Contractor, its officers,

employees, agents, or invitees, or by a subcontractor(s), its or their officers, employees, agents or invitees. Contractor agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. In the event that any damage or injury is caused by the joint or concurrent negligence of Contractor and any party or parties indemnified hereunder, the loss and all associated costs shall be borne by Contractor and said party or parties proportionately to their degree or negligence.

3.8. Permits and Licenses. Contractor and any subcontractor(s) hereunder shall obtain, and maintain at their own expense, any necessary permits and licenses, except as may be specifically agreed to be secured by Owner in accordance with the terms of the Contract, and Contractor hereby indemnifies and agrees to defend Owner and hold Owner harmless from and against all damages, liabilities and penalties imposed for failure so to do.

3.9. Compliance with Laws. Contractor and its subcontractor(s), and their employees, shall comply with all applicable laws, ordinances, codes and regulations, and Contractor hereby indemnifies and agrees to defend Owner and hold Owner harmless from and against all damages, liabilities and penalties imposed for failure so to do.

3.10. Lien Indemnification. Contractor shall keep Owner's property free from liens, claims and encumbrances (Mechanics', Materialmen's Laborers', or otherwise), and hereby agrees to defend Owner and hold Owner harmless therefrom. Contractor or its subcontractor(s) or supplier(s) shall, upon request of Owner, furnish an affidavit releasing Owner from any and all claims against the work or related contracts. Without limitation on the foregoing and in the absence of good-faith disputes, Contractor will promptly pay all of its subcontractors and suppliers so as to prevent any subcontractor or supplier from invoking any remedies available by law against Owner's property or against funds due to Contractor from Owner or otherwise.

3.11. Care, Custody and Control. Care, custody and control of all materials, equipment, apparatus and supplies furnished by Contractor hereunder shall remain in the Contractor until notice is given by Contractor to Owner and accepted by Owner in writing that all work under the Contract has been completed, and all risk of physical loss or damage thereto shall be, and remain, in Contractor until all work under the Contract has been completed and accepted. The provisions of this paragraph 3.11 shall also apply to material furnished by Owner to Contractor from the time of delivery of such material to the Contractor until notice is given by Contractor to Owner and accepted by Owner in writing that all work under the Contract has been completed, and all risk of physical loss or damage thereto shall be, and remain, in Contractor until all work under the Contract has been completed and accepted in writing by Owner.

3.12. Independent Contractor. It is agreed that Contractor, at any time and all times during the performance of its work hereunder, is acting as an independent contractor and not as the agent or common-law employee of Owner.

3.13. Assignment. Owner shall have the right at any time or times to assign to others all or any part of its rights and obligations under the Contract. Contractor shall not have any such right, nor the right to subcontract any part or all of its obligations, without the prior written consent of Owner. Any consent by Owner to subcontracting hereunder shall not relieve Contractor of its obligations under the Contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. Any assignee or

subcontractor of Contractor agreed to by Owner shall be liable with the Contractor for the due performance of all obligations hereunder.

3.14. Time of Completion. The time for completion of the work is as set forth in the Contract and the Contractor shall complete the work within the specified length of time. Time shall be of the essence of the Contract. When, in the opinion of Owner, the work will not be completed with the stipulated time at the rate of progress then in effect, and the delay is caused by Contractor, Owner may notify Contractor to increase the rate of progress. Upon receipt of such notice, the Contractor shall work, and cause his subcontractor(s) to work, additional hours during the day, or additional days during the week, or both. Any resulting overtime payments or increases in cost shall not give rise to any additional expense to Owner. The exercise of any one or more of Owner's rights shall not limit Owner's right to exercise any other rights and remedies Owner may have under the Contract or by law or equity for the breach of any of Contractor's obligations.

3.15. Waivers. Any failure by Contractor or Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of the Contractor or Owner at any time to avail itself of such remedies as it has for any breach or breaches of such terms or conditions.

3.16. Intentionally left blank.

3.17. Safety Requirements.

(a) Contractor alone is obligated to provide for the health and safety of its employees and that of its subcontractor(s) and vendors at the jobsite and assumes all responsibility to provide them with a safe place to work. Contractor agrees to perform the work in a safe manner and to abide by, and enforce, all federal, state and local safety laws, rules or regulations governing the performance of its work. Contractor shall furnish all apparel, materials, equipment, tools, labor, instruction, and supervision necessary for the safety of its employees and subcontractors and vendors, and their respective employees, and for its compliance with these safety laws, rules and regulations. Contractor shall observe, and be bound by, all of the current requirements and regulations of the Occupational Safety and Health Act of 1970 ("OSHA"), and any amendments thereto, and any applicable state or local health and safety laws, standards, or regulations. In addition, all work shall be performed in accordance with Owner's established safety rules and regulations, copies of which will be provided upon request. Contractor shall be responsible for ensuring that each of its subcontractor(s) and vendors observes, complies with, and is bound by all such applicable safety rules, regulations, and obligations. Contractor shall cooperate with Owner and its other contractors in their respective safety programs. Contractor shall furnish all information concerning the safety of its operations on the project as may be requested. Upon request, Contractor shall furnish Owner with a copy of its plan for compliance with any applicable "right to know" laws concerning hazardous materials in the work place. Contractor shall furnish Owner with Material Safety Data Sheets for any hazardous materials used by Contractor.

(b) Nothing in this Contract shall be construed as granting Owner the right to require Contractor to perform the work in an unsafe manner. Contractor shall have the right and shall always insist that the work be performed in a safe manner.

(c) Contractor shall comply with OSHA Standard 29 CFR 1926.50, medical services and first aid, in meeting its responsibility for providing health and first aid services for its employees.

(d) Contractor agrees to only send employees onto the work site that are fully and properly trained in work practices necessary to safely perform his/her job.

(e) Contractor shall immediately inform Owner of all injuries which occur to Contractor's employees or subcontractor's(s') employees at Owner's facility and other such information pertaining to the safety of its operations on the project as may be requested.

3.18. Representatives and Employees. Owner shall designate, and keep at the work site, a responsible field representative with authority to act for it. Contractor shall keep at the work site, at all times, a competent superintendent suitable to Owner. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her. Contractor shall remove or replace any employee determined by Owner to be unfit for work under this Contract, and any replacements shall be subject to prior written approval of Owner. Any employee approved by Owner originally assigned to the work may not be removed from the job by Contractor without prior written consent of the Owner.

3.19. Inspection and Defects. All materials and workmanship shall be subject to inspection and test by Owner at all times and places, and when practicable, during construction. Inspection and acceptance shall not be conclusive as regards any defects. Inspection and acceptance or rejection of the materials or work shall be made as promptly as practicable. Neither inspection, nor anything disclosed thereby, nor acceptance, shall affect any warranty of Contractor or any remedies available to Owner under the Contract or by law or equity for Contractor's breach of any obligations. Upon being notified of defects in Contractor's work during such construction, repair, maintenance or other work, Contractor shall remedy such defects at its own expenses, subject to Owner's approval in writing as being in accordance with the Contract requirements.

3.20. Guarantee of Work. Contractor guarantees its work hereunder to the extent that it will repair or replace, at its own expense, any work, equipment or materials which, within twelve (12) months after Owner's acceptance of the work hereunder, is found to be defective if the finished work has been used in accordance with generally approved practice, and if Owner notifies Contractor promptly after the defect becomes apparent and promptly furnishes Contractor with particulars in connection therewith. Completion of the work shall mean the date that Contractor tenders the work to Owner as being complete and sufficient for returning to service. The guarantee provided in this paragraph is an additional obligation of Contractor under this Contract.

3.21. Site Investigation. By submitting its Proposal to Owner or commencing work in the absence of a Proposal, the Contractor certifies that it has taken steps reasonably necessary to

ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including, but not limited to:

- (a) conditions bearing upon transportation, disposal and handling and storage of materials;
- (b) the availability and adequacy of labor, water, electric power and roads;
- (c) the uncertainties of weather, flooding patterns and water drainage or similar physical conditions at the site;
- (d) the ground conditions; and
- (e) the character of equipment and facilities needed preliminary to and during work performance which could interfere with the work.

The Contractor acknowledges that it has satisfied itself as to the character, quality and quantity of conditions or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner and incorporated into the Contract Documents. Any failure of the Contractor to take the actions described and acknowledged in this paragraph 3.21 will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully completing the work, without additional expense to Owner.

Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based upon the information made available by Owner, nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract unless that understanding or representation is expressly stated in the Contract Documents.

3.22. Protection of the Property. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Owner's property from injury or loss arising in connection with the Contract.

3.23. Cleanup. Contractor shall, at all times, keep the working area, including storage areas used by it, free from accumulations of waste material or rubbish and, prior to completion of the work, Contractor shall remove any rubbish and waste materials from the premises and shall remove from the premises all tools, scaffolding, equipment, and materials not the property of Owner. Upon completion of the work, Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to Owner.

3.24. Laws. This Contract shall be construed under and governed by the laws of the state of Mississippi.

3.25. Drawings and Specifications. Upon completion of the work, Contractor shall furnish Owner, for its files, one complete set of final "as-built" drawings of the work, and five copies of any drawings, specifications and/or other informational materials and documents

furnished by suppliers and manufacturers relating to materials, apparatus and equipment incorporated into the work performed hereunder.

3.26. Other Contracts. Wherever work being done by Owner's other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by Owner.

3.27. Notice of Labor Disputes. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of this Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to Owner. Contractor's labor disputes shall not excuse Contractor's obligation to complete its work within the scheduled time.

3.28. Force Majeure. Neither Contractor nor Owner shall be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed because of accident or fire beyond the reasonable control of the party claiming force majeure, war, hostilities, revolution, civil commotion, epidemic, wind, flood; or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof, other than those relating to the failure of the party claiming force majeure to secure permits which such party was obligated to secure; or because of acts of God; or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of the party claiming force majeure. When either of the parties hereto believes that its performance will be affected under this paragraph 3.28, the party so claiming the existence of a force majeure shall immediately notify the other party in writing. The party claiming force majeure shall proceed diligently to remove the cause of interference with its performance and upon request must demonstrate the validity of such claim to the other party.

3.29. Forum and Dispute Resolution. This Contract shall be construed in accordance with the laws of the state of Mississippi, without regard to principles of conflicts of laws thereof. Any action, claim, suit or proceeding between Owner and Contractor connected with, arising out of, or related to, this Contract, whether sounding in contract or tort, shall be initiated and prosecuted as to all parties and their successors and assigns solely and exclusively in the United States District Court for the Southern District of Mississippi, Southern Division, and each party waives, freely and completely, any right to dismiss and/or transfer any such dispute pursuant to 28 U.S.C. §§1404 and 1406. In the event said District Court does not have subject matter jurisdiction of such dispute, then the dispute shall be solely and exclusively initiated and prosecuted in the appropriate state court of competent jurisdiction located in Jackson County, Mississippi. The parties consent to *in personam* jurisdiction of the courts described herein.

3.30. Notices. All notices and other communications hereunder shall be validly given or made if in writing, when delivered personally (by courier service or otherwise), when delivered by facsimile, or when actually received when mailed by first-class certified U.S. mail, postage prepaid and return receipt requested, and all legal process with regard hereto shall be validly served when served in accordance with applicable law, in each case to the address of the party to receive such notice or other communication set forth below, or at such other address as either party hereto may from time to time advise in writing the other party pursuant hereto:

If to Owner: Mississippi Phosphates Corporation
601 Industrial Road
P. O. Box 848
Pascagoula, Mississippi 39568
Attention: Richard L. Johnson, V.P. of Operations
Facsimile: 228-762-6037

If to Contractor: Hydrovac Industrial Services, Inc.
66 New Hope Road
Columbus, MS 39702
Attention: _____
Facsimile: _____

3.31. Billing Procedures. All invoices shall be mailed in duplicate to General Accounting, Mississippi Phosphates Corporation, P.O. Box 848, Pascagoula, Mississippi 39568-0848, unless Contractor is directed by Owner to submit invoices to other locations. Each invoice shall contain the following information (with additional documentation of cost attached as required by the type of contract involved and as further explained in subparagraphs (b) and (c) below):

(a) **General Information Required on All Invoices:**

- (i) Contract Number;
- (ii) Change Order Number, if applicable;
- (iii) Directive Number, if applicable;
- (iv) period covered by invoice;
- (v) amount of invoice; and
- (vi) total number of man-hours worked on job designated by the

Contract.

(b) **Additional Information Required on Fixed-Price Contract Invoices and Fixed-Price Change Order Invoices:**

- (i) status of work within each work classification (documentation to be attached behind invoice shall include a summary which shows the physical percentage completed to date by work classification; e.g., percentage of work completed on foundation, percentage of work completed on piping, or other work classifications set forth in the Proposal);
- (ii) status of work setting forth the percentage of work completed on each separate change order or contract directive (percentage complete);
- (iii) total amount billed to date;

(iv) amount retained; and

(v) final invoice shall be so designated.

(c) Additional information Required on Time and Materials Contract Invoices and Time and Materials Change Orders:

(i) status of work completed on each directive or change order (billing to date under the directive or change order);

(ii) invoices shall be submitted, together with such supporting documentation as Owner may require, including, but not limited to, the following:

(1) time sheets and equipment rental schedules approved and signed by Owner's authorized representative; and

(2) vendor invoice, receiving report on materials purchased, itemized allowable expenses, and subcontractor's(s) invoices, all of which have been approved and signed by Owner's authorized representative;

(iii) materials used from Contractor's warehouse and to be paid for by Owner shall be itemized, unit priced, and approved by Owner's authorized representative; and

(iv) final invoice shall be so designated.

Failure to provide information required in this paragraph 3.31 will result in return of the invoice to Contractor for revision prior to payment by Owner.

3.32. Time Limit for Contractor Billings. For any day of work performed, equipment rented, materials or supplies purchased, travel or other expenses incurred by Contractor under every time and materials based Contract, Contractor shall deliver an invoice to Owner for such time and materials within seventy-five (75) calendar days after the date the work was performed or the date the expense was incurred. With respect to Contracts made on a time and materials basis, Owner shall not be obligated to pay for any time or materials for which Owner has not received an invoice within seventy-five (75) calendar days from the date the time or materials cost was incurred by Contractor.

3.33. Environmental Control. Contractor agrees to suspend work immediately upon written notification by Owner's general manager in the event Owner fails to obtain required approvals from environmental control agencies for the project or work under this Contract. At Owner's option, the work may then be terminated pursuant to paragraph 3.5 or Contractor shall remain on standby to resume performance as soon as the required approvals are obtained. If Owner elects to require Contractor to remain on standby, then all direct out of pocket costs and expenses reasonably incurred by Contractor as a result of such suspension shall be for Owner's account. The Contractor will resume work, in an orderly fashion, when notified by the Owner's general manager that approvals have been obtained. If changes in the work are required, they will be in accordance with other provisions of this Contract. Contractor shall furnish certain drawings and data necessary for Owner to make application for required environmental permits if requested by Owner.

3.34. Construction Liens. Without limitation on the requirements of paragraph 3.10, and as a condition to any payment to which Contractor may otherwise be entitled, Contractor, with each payment request, shall provide to Owner such waivers, covenants, representations and affidavits as Owner may reasonably require ("Lien Documents") with respect to construction-related liens and pertaining to funds paid and included in the current payment request. The Lien Documents shall include, but are not limited to, the following:

- (a) Lien Documents as required by Owner's construction lender, if any;
- (b) Lien Documents as required by any title insurance company in order to increase policy limits to include the amount of each requested payment;
- (c) Lien Documents verifying the current status of all payments and claims for payments from the Contractor to its subcontractors and suppliers; and
- (d) such other Lien Documents as Owner may reasonably require.

3.35. Changes to Terms and Conditions. The terms and conditions of this Agreement may be amended only by a written instrument signed by the parties hereto.

3.36 Ownership of Drawings and Specifications. Any Drawings, Specifications and other documents, including those in electronic format that are provided by Owner to Contractor or are presented or created by Contractor for Owner connection with this Contract or the performance thereof shall be owned by Owner who hereby retains all common law and statutory rights thereto. Contractor shall use any such documents solely for the purpose of performing this Contract.

3.37 Intentionally left blank.

3.38 Recitals, Headings and Capitalized Terms. The recitals at the beginning of this Agreement and the headings used throughout this Agreement are intended to be contractual in nature and thus are part of this Agreement. Capitalized terms appearing throughout this Agreement shall have the meaning as defined herein.

ARTICLE IV: SPECIAL CONDITIONS APPLICABLE ONLY TO WORK PERFORMED ON
A TIME AND MATERIALS BASIS, INCLUDING CHANGE ORDERS AND TIME AND
MATERIALS CHANGE
ORDERS TO FIXED-PRICE CONTRACTS

4.1. Owner shall reimburse Contractor for the reasonable direct cost of the work, plus percentage markups, as set forth in paragraph 4.5. It is provided, however, that Contractor shall not be reimbursed for the cost of removing, replacing, and re-executing defective work which is rejected by Owner.

4.2. Owner will not directly reimburse Contractor for small tools and equipment, consumables, and expendables, which are defined under this Contract as items with a wholesale unit price of Five Hundred and 00/100 Dollars (\$500.00) or less. Owner will not directly

reimburse Contractor for Contractor's salaried supervision. These costs are to be included in the percentage markups set forth in paragraph 4.5.

4.3. Owner may, in its sole discretion, elect to purchase or provide all or any part of the supplies, equipment, or materials to be utilized in the performance of the work. In this event, no charge for such supplies, equipment, or materials furnished by Owner shall be made hereunder.

4.4. Contractor shall furnish Owner with time sheets which shall be submitted daily to Owner's designated agent for approval. Contractor will submit a weekly time and equipment report which shall list in detail the labor and equipment cost and shall attach all applicable equipment rental invoices thereto. Contractor will prepare and furnish, at the completion of the work, a detailed statement of the cost of the work, arranged as required by Owner, for the Owner's permanent records.

Contractor will keep records, which shall be available for inspection and for final audit by Owner, showing the actual cost of all items of labor, apparatus, materials, supplies, tools, and services, and the amount of all other expenditures of whatever nature for which payment is authorized under the provisions of this Contract. Contractor will prepare and submit to Owner from time to time, as requested by Owner in writing, reports of the progress and cost of the work, including, but not limited to, periodic revisions of the originally estimated cost of the work, reflecting cost and commitments actually incurred and made. All allocations for payment and commitments therein shall be in accordance with good accounting practices, or the code of accounts and accounting practices of Owner, if Owner so requests, and in such detail as may be reasonably requested by Owner.

At a reasonable time or times during the performance of its services hereunder, and until two (2) years after the completion of said services, Contractor will permit Owner or its certified public accountant to audit its records pertaining to the cost of work (including payroll records on all employees of Contractor who worked on any of Owner's contracts during the period of this Contract). After the completion of such audit, Owner shall advise Contractor of its disagreement, if any, with Contractor's statements which have previously been submitted to Owner. If, after such audit, it is agreed that one of the parties hereto is indebted to the other, the party so indebted will make prompt payment of such indebtedness.

In addition to Owner's rights to audit Contractor's records, Contractor shall include provisions in each of its contracts with subcontractor(s) to perform work hereunder which authorize Owner to audit subcontractor's(s') records and which provide the same audit rights as are provided to Owner with regard to Contractor's records pursuant to this paragraph 4.4.

4.5. Simultaneous with the execution of this Agreement, Contractor shall provide Owner with its current time and materials reimbursement rates and cost schedule ("Rate Schedule") in the form attached hereto as exhibit A. The prices and percentages in the Rate Schedule shall remain in force until Owner and Contractor both give written acceptance to a new Rate Schedule from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

Contractor: Hydrovac Industrial Services, Inc.
By: Dwight R. Rame
Title: in COO / GM
Date: 3-28-12
Address: 66 New Hope Road
Columbus, MS 39702

Owner: MISSISSIPPI PHOSPHATES CORPORATION

BY: Rick A. Allen
Title: V. P. of Operations
Date: 4/2/12

"EXHIBIT A"

RATE SCHEDULE

Pursuant to the Agreement, MPC Contract No. _____, Contractor,
_____, provides its rates and costs as follows:

(a) Direct labor: (attach additional sheets, if necessary, and reference here)

Employee Classification	Hourly Rate (Regular Time)	Hourly Rate (Overtime) Aft. 40 hours

(b) Amounts or Percentages for materials, equipment rental, subcontract work, mileage or other items. If no amount or percentage is provided or other category identified below, then Contractor shall not be entitled to compensation for said category.

Percentage of mark-up for materials,
expendables, consumables, and other supplies
over Contractor's cost _____%

Percentage of mark-up for equipment rentals
over Contractor's cost _____%

Percentage of Contractor's invoice cost for
subcontract work approved by Owner _____%

Mileage Rate _____

(c) Contractor owned equipment rental: (Note: "All fuel and lubricants used by Contractor for equipment are to be included in rental rates.)

Equipment Description	Daily Rate	Weekly Rate	Monthly Rate

(d) Miscellaneous (i.e., transportation, living expenses, etc.)

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-12-0001
75151117
August 20, 2013

Customer PO#:

Payment Terms:

MPH-1300264
Net 30

CWO#
18586
18583
18688

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 2,375.90
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 146.13

TOTAL

\$ 2,512.03

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.



THANK YOU FOR YOUR BUSINESS!

662.329.1800

www.hydrovaconline.com

205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 20, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

18669

18684

18663

18685

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

HYDROBLAST SERVICES

OTHER SERVICES

CHEMICAL CLEANING SERVICES

SUPPLIED LABOR

FUEL SURCHARGE

TOTAL

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

THANK YOU FOR YOUR BUSINESS!

662.329.1800

www.hydrovaconline.com

205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

23-13-001
2413122
August 20, 2013

Customer PO#:

Payment Terms:

UNC-1300293
Net 30

CWO#
18662
18667
18670

Job description:

CLEAN SKID PANS, DOG LEGS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,144.40
HYDROBLAST SERVICES	\$ 1,600.00
OTHER SERVICES	\$ 1,000.00
CHEMICAL CLEANING SERVICES	\$ 1,000.00
SUPPLIED LABOR	\$ 1,000.00
FUEL SURCHARGE	\$ 695.25

TOTAL

\$ 12,839.65

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HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-12-0011
78141321
August 20, 2013

Customer PO#:

Payment Terms:

MPG-13000283
Net 30

CWO#
18671
18673
18672

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 30,454.40
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 11,296.15

TOTAL

\$ 41,750.55

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 20, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

18674

18668

18676

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,838.56
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 702.00

TOTAL

\$ 12,540.56

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 20, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

17028

Job description:

CLEAN LIFT STATION IN WASTE WATER TREATMENT PLANT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 1,044.31
HYDROBLAST SERVICES	\$ 0.00
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 89.00

TOTAL

\$ 1,133.31

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-12-0011

15-73131325

August 28, 2013

Customer PO#:

Payment Terms:

MPG-19000283

Net 30

CWO#

18669

17001

17027

17002

Job description:

CLEAN SUMPS, DOG LEGS, AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 44,415.87
HYDROBLAST SERVICES	\$ 1,111.11
OTHER SERVICES	\$ 1,111.11
CHEMICAL CLEANING SERVICES	\$ 1,111.11
SUPPLIED LABOR	\$ 1,111.11
FUEL SURCHARGE	\$ 929.15

TOTAL

\$ 15,446.12

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 28, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
17004
17003
17005

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,202.55
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 631.75

TOTAL

\$ 11,834.30

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

72-415-001
72151924
September 3, 2013

Customer PO#:

Payment Terms:

MSC-13000204
Net 30

CWO#

17020

17028

17011

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 1,277.25

HYDROBLAST SERVICES

\$ 1,277.25

OTHER SERVICES

\$ 1,277.25

CHEMICAL CLEANING SERVICES

\$ 1,277.25

SUPPLIED LABOR

\$ 1,277.25

FUEL SURCHARGE

\$ 280.88

TOTAL

\$ 4,558.12

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

August 28, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

17025

17006

17019

17007

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 12,608.32

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 1,170.78

TOTAL

\$ 13,778.97

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-12-001
20131130
August 28, 2013

Customer PO#:

Payment Terms:

MPG-13000293
Net 30

CWO#
17021
17008
17022
18694

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,131.32
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 876.20

TOTAL

\$ 15,007.12

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

72-11-0011
72181321
August 28, 2013

Customer PO#:

Payment Terms:

MPG-13000234-5
Net 30

CWO#
17023
18676
17024

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,082.90
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 695.28

TOTAL

\$ 11,778.15

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-187001
78-187002
August 28, 2013

Customer PO#:

Payment Terms:

MPG-13000232
Net 30

CWO#

18877

17009

18878

Job description:

CLEAN SUMPS, DOG LEGS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,424.00
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 689.90

TOTAL

\$ 12,113.90

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-12-0011
20130903
September 3, 2013

Customer PO#:

Payment Terms:

MPC 13801293
Net 30

CWO#
17010
18879
17012
18880

Job description:

CLEAN SKID PANS, DOG LEGS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,178.37
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 860.25

TOTAL

\$ 14,038.12

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

23-12-0011
20181354
September 3, 2013

Customer PO#:

Payment Terms:

MPG-13000243
Net 30

CWO#
17013
18681
17038
18682

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,227.03
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 922.50

TOTAL

\$ 15,149.53

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

25-12-011
2443136
September 3, 2013

Customer PO#:

Payment Terms:

MPG-13000283
Net 30

CWO#

17037

18683

17041

18684

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 13,768.68

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 116.00

TOTAL

\$ 14,704.68

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-12-0011
71151138
September 17, 2013

Customer PO#:

Payment Terms:

MPG 1320293
Net 30

CWO#
17042
18685
17043
17057

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,530.72
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 822.60

TOTAL

\$ 15,453.22

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-12-0011
7/18/13
September 17, 2013

Customer PO#:

Payment Terms:

MPO-13000298
Net 30

CWO#
17045
17058
17044
17059

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,984.25
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 875.25

TOTAL

\$ 12,839.50

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-12-0001
781613-01
September 17, 2013

Customer PO#:

Payment Terms:

MPG-13000293
Net 30

CWO#
17049
17060
17050
17081

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,238.25
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 928.00

TOTAL

\$ 12,064.25

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

74-13-0011
74131138
September 17, 2013

Customer PO#:

Payment Terms:

1006-1300294
Net 30

CWO#
17046
17062
17048
17084

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,097.76
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 681.38

TOTAL

\$ 10,779.12

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-13-001
73131140
September 17, 2013

Customer PO#:

Payment Terms:

MPC-13000293
Net 30

CWO#
17052
17114
17055
17122

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,238.25
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,064.25

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-13-001
74181341
September 30, 2013

Customer PO#:

Payment Terms:

MPC-13000254
Net 30

CWO#
17047
17083
17054
17119
17132
17113
17137

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 9,661.44
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 697.88

TOTAL

\$ 10,362.32

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

13-12-0011
1310117
September 17, 2013

Customer PO#:

Payment Terms:

MPO 13000283
Net 30

CWO#
17098
17123
17087
17124

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,907.25
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 11,735.25

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75180011
75151432
September 17, 2013

Customer PO#:

Payment Terms:

MPG 1300200
Net 30

CWO#
17088
17126
17089
17126

Job description:

CLEAN SKID PANS, DOG LEGS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,190.75
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 13,018.75

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-130011
74181144
September 30, 2013

Customer PO#:

Payment Terms:

MP-1300293
Net 30

CWO#
17070
17127
17072
17118

Job description:

CLEAN DOG, LEGS, SKID PANS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,869.75
HYDROBLAST SERVICES	\$ 1,000.00
OTHER SERVICES	\$ 1,000.00
CHEMICAL CLEANING SERVICES	\$ 1,000.00
SUPPLIED LABOR	\$ 1,000.00
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,687.75

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

23-12-0011
73131145
September 30, 2013

Customer PO#:

Payment Terms:

MPG-13000293
Net 30

GWO#
17071
17118
17073
17117

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,213.75
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,041.75

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

29-11-0011
73131146
September 30, 2013

Customer PO#:

Payment Terms:

MPC-13000293
NET 30

CWO#
17051
17118
17053
17120

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,341.00
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 768.00

TOTAL

\$ 11,109.90

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205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

79-12-0011
7110147
September 30, 2013

Customer PO#:

Payment Terms:

MPG-13000283
Net 30

CWO#
17058
17121
17058
17128

Job description:

CLEAN DOG LEGS, SKID PANS AND SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,428.50
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 888.75

TOTAL

\$ 13,318.65

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 7313149
Invoice date: September 30, 2013

Customer PO#: MPS13000293
Payment Terms: Net 30

CWO#
17015
17129
17016
17130

Job description:
CLEAN SUMP, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,320.10
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 895.50

TOTAL \$ 12,215.60

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

21-12-0811
21-12-0811
September 30, 2013

Customer PO#:

Payment Terms:

MPG-131002/13
Net 30

CWO#
17109
17131
17111
17133

Job description:

CLEAN SKID PANS, SUMPS AND DOG LEGS.

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,209.10
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 843.75

TOTAL

\$ 12,052.85

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

72-12-0015
7413160
September 30, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
17110
17134
17139
17135

Job description:

CLEAN DOG LEGS, SKID PANS AND BUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,443.55
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 915.75

TOTAL

\$ 13,759.31

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-13-0011
73181951
October 4, 2013

Customer PO#:

Payment Terms:

MPG-13000293
Net 30

CWO#
17040
17140
17169

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 8,650.10
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 680.13

TOTAL

\$ 9,330.23

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-120012
73-19152
October 8, 2013

Customer PO#:

Payment Terms:

HYD-1300293
Net 30

CWO#
17141
17138

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS IN ACID PLANT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,179.02
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 915.76

TOTAL

\$ 14,094.77

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

7313-101
7313-101
October 8, 2013

Customer PO#:

Payment Terms:

MPS-19010293
Net 30

CWO#
20708
18687
20708
18688

Job description:

CLEAN BUMPS, SKID PANS & DOG LEGS IN ACID PLANT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,574.52
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 822.50

TOTAL

\$ 13,597.02

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POST OFFICE BOX 848
PASCAGOULA, MS 39588
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-15-0011
70101184
October 8, 2013

Customer PO#:

Payment Terms:

MPG-1300231
Net 30

CWO#
17148
18688
17142
18680

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,851.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 889.76

TOTAL

\$ 15,621.22

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PASCAGOULA, MS 39668
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131155
Invoice date: October 3, 2013

Customer PO#: MPC-13000294
Payment Terms: Net 30

CWO#

17145

17154

20709

20712

20759

20763

Job description:

ACID TRANSFER WWTP

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 9,090.30
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 641.25

TOTAL

\$ 9,731.55

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-13-0001
323106
October 17, 2013

Customer PO#:

Payment Terms:

MPG 1300293
Net 30

CWO#

20707

18691

17143

17160

Job description:

CLEAN SKIDPANS, SUMPS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,341.02
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 816.75

TOTAL

\$ 14,256.77

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-3-0011

73131157

October 17, 2013

Customer PO#:

Payment Terms:

MPC 13001293

Net 30

CWO#
17151
17161
17150
17162

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,407.88
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 822.50

TOTAL

\$ 15,330.38

Make all checks payable to HYDROVAC Industrial Services.
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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-13-0011
7313115
October 17, 2013

Customer PO#:

Payment Terms:

UPS 1300283
Net 30

CWO#

20708

20701

17148

20702

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,488.88
HYDROBLAST SERVICES	\$ 1,111.11
OTHER SERVICES	\$ 1,111.11
CHEMICAL CLEANING SERVICES	\$ 1,111.11
SUPPLIED LABOR	\$ 1,111.11
FUEL SURCHARGE	\$ 909.00

TOTAL

\$ 16,397.88

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-13-0011
7316116
October 17, 2013

Customer PO#:

Payment Terms:

MFO 13001283
Net 30

CWO#
20710
20703
20711
20704

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,332.93
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 14,160.93

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INVOICE

BILL TO:

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-13-0011
78131360
October 17, 2013

Customer PO#:

Payment Terms:

MPS-13000283
Net 30

CWO#
17149
18892
17152
18893

Job description:

CLEAN DOG LEGS, SUMPS AND SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,482.43
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 844.88

TOTAL

\$ 14,327.30

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131161
Invoice date: October 17, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17153
20757
20751
20758

Job description:
CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,955.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 741.75

TOTAL **\$ 12,697.22**

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ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice # 73131161
Invoice date: October 17, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17183
20767
20761
20788

Job description:
CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,955.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 741.76

TOTAL **\$ 12,697.22**

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Site #: 73-13-0011
Invoice #: 73131162
Invoice date: October 19, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17155
20752
20760

Job description:
CLEAN SKID PANS, DOG LEGS & SUMPS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,078.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 724.50

TOTAL **\$ 12,802.97**

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ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131163
Invoice date: October 21, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
17156
20755
17157
20789

Job description:
CLEAN SUMPS, DOG LEGS & SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 10,677.66
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 741.75

TOTAL **\$ 11,419.31**

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ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131164
Invoice date: October 21, 2013

Customer PO#: MPC-13000294
Payment Terms: Net 30

CWO#
20758
20768
20779
20780

Job description:
ACID TRANSFER WWTP

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 7,793.68
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 595.13

TOTAL

\$ 8,388.77

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ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131165
Invoice date: October 23, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
20775
20791
20761
20792

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS SAP

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,516.08
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 12,344.06

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ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131168
Invoice date: October 25, 2013

Customer PO#: MPC-13000283
Payment Terms: Net 30

CWO#
20778
20794
20777
20796

Job description:
CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,483.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL \$ 13,311.47

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131167
Invoice date: OCTOBER 27, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
20762
20801
20778
20796

Job description:
CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,885.10
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL **\$ 12,513.10**

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131168
Invoice date: October 29, 2013

Customer PO#: MPC-13000293
Payment Terms: Net 30

CWO#
20763
20770
20764
20767

Job description:
CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,836.47
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 828.00

TOTAL **\$ 12,663.47**

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BILL TO:

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0011
Invoice #: 73131169
Invoice date: COTOBER 31, 2013

Customer PO#: MPC-13000283
Payment Terms: Net 30

CWO#
20781
20810

Job description:
CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 5,981.74
HYDROBLAST SERVICES	\$ -
OTHER SERVICES	\$ -
CHEMICAL CLEANING SERVICES	\$ -
SUPPLIED LABOR	\$ -
FUEL SURCHARGE	\$ 414.00

TOTAL **\$ 6,395.74**

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INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 73-120011
Invoice #: 7312170
Invoice date: December 3, 2013

Customer PO#: MPC-1300293
Payment Terms: Net 30

CWO#
20782
20737
20740
20725
20786
20808
18700
17017
20774
18895

Job description:
ACID TRANSFER AT WWT

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 15,461.94
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 81.75

TOTAL \$ 16,443.69

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:



November 15, 2013

Customer PO#:

Payment Terms:



Net 30

CWO#
20783
20713
20784
20809

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,977.00
HYDROBLAST SERVICES	\$ 0.00
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 628.00

TOTAL

\$ 13,605.00

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POST OFFICE BOX 848
PASCAGOULA, MS 39868
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

78-12-001
79181172
November 15, 2013

Customer PO#:

Payment Terms:

MPG-3000293
Net 30

CWO#
20719
20720
20765
20736

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,839.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 845.28

TOTAL

\$ 14,378.72

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

November 15, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#

20721

20722

20723

20786

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

HYDROBLAST SERVICES

OTHER SERVICES

CHEMICAL CLEANING SERVICES

SUPPLIED LABOR

FUEL SURCHARGE

TOTAL

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

November 15, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#
20738
20739
20741
20803

Job description:

CLEAN SUMPS, DOG LEGS & SKID PANS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,468.00
HYDROBLAST SERVICES	\$ 0.00
OTHER SERVICES	\$ 0.00
CHEMICAL CLEANING SERVICES	\$ 0.00
SUPPLIED LABOR	\$ 0.00
FUEL SURCHARGE	\$ 0.00

TOTAL

\$ 13,468.00

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-12-0001
73121175
November 15, 2013

Customer PO#:

Payment Terms:

PPC-300000
Net 30

CWO#
20714
20805
20804
20800

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,074.47
HYDROBLAST SERVICES	\$ 2,102.11
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 11.53

TOTAL

\$ 15,124.01

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

72-13-001
72131176
November 21, 2013

Customer PO#:

Payment Terms:

MPG-300023
Net 30

CWO#
20797
20727
20808
20807

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,880.00
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 1,034.64

TOTAL

\$ 13,914.64

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-12-001
20131177
December 3, 2013

Customer PO#:

Payment Terms:

WPC-1300293
Net 30

CWO#	Job description:
20798	CLEAN SUMPS, DOG LEGS & SKID PANS
20787	
20788	
20718	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,329.02
CREDIT ON DISPUTED EQUIPMENT CHARGES	\$ (4,387.50)
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00
TOTAL	\$ 9,769.52

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ATTN: ACCOUNTS PAYABLE

Site #: 73-13-0811
Invoice #: 21313178
Invoice date: November 22, 2013

Customer PO#: MPC13000233
Payment Terms: Net 30

CWO#
18699
20716
6133
20743
6134
20802
6135
20772
6136
20773

Job description:
CLEAN UP WORK ON TOWER #2

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 50,193.38
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 2,154.75

TOTAL \$ 52,348.13

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75180011
75181278
December 3, 2013

Customer PO#:

Payment Terms:

MPC 13000293
Net 30

CWO#
6139
20789
17018
6137

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,345.34
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 716.50

TOTAL

\$ 14,064.34

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

December 10, 2013

Customer PO#:

Payment Terms:

Net 30

CWO#	Job description:
6139	CLEAN SKID PANS, DOG LEGS & SUMPS
20744	
6161	
20750	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,891.69
HYDROBLAST SERVICES	
OTHER SERVICES	
CHEMICAL CLEANING SERVICES	
SUPPLIED LABOR	
FUEL SURCHARGE	\$ 802.13
TOTAL	\$ 12,793.69

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

25-12-0017
73151961
December 10, 2013

Customer PO#:

Payment Terms:

MS-43000293
Net 30

CWO#
6163
20742
6162
20748

Job description:

CLEAN SUMPS, SKID PANS AND DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,344.31
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 1,741.72

TOTAL

\$ 14,086.98

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POST OFFICE BOX 848
PASCAGOULA, MS 39368
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-13-0011
7315182
January 6, 2014

Customer PO#:

Payment Terms:

MPG-1300284
Net 30

CWO#	Job description:
20747	ACID TRANSFER
6178	
20733	
6188	
6142	
6145	
6175	
6151	
6155	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 8,358.40
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 575.88
TOTAL	\$ 9,933.28

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

25-12-2013
22104383
December 10, 2013

Customer PO#:

Payment Terms:

MPG-33000293
Net 30

CWO#
6141
20748
20728
20729

Job description:

CLEAN SKID PANS, SUMPS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 73,408.38
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00

TOTAL

\$ 14,238.38

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-12-0011
73181184
December 10, 2013

Customer PO#:

Payment Terms:

4PC-13100250
Net 30

CWO#	Job description:
6180	CLEAN SUMPS, SKID PANS & DOG LEGS
20730	
6181	
20731	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 14,941.84
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00
TOTAL	\$ 15,769.84

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ATTN: ACCOUNTS PAYABLE

Site #: 73434017
Invoice #: 73434185
Invoice date: December 16, 2013

Customer PO#: MPC-1001291
Payment Terms: Net 30

CWO#
20790
20732
6184
6164

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 18,391.88
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 628.00

TOTAL

\$ 14,219.88

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #: 72-18001
Invoice #: 74101985
Invoice date: December 16, 2013

Customer PO#: MPC-3000292
Payment Terms: Net 30

CWO#	Job description:
6185	CLEAN SUMPS, SKID PANS & DOG LEGS
6180	
6179	
6188	
6159	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 4,165.43
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 672.15

TOTAL

\$ 11,828.18

-209.02

CG# 54213

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-140811
741100
January 16, 2014

Customer PO#:

Payment Terms:

MPC-1300293
Net 30

CWO#	Job description:
6223	CLEAN SUMPS, SKID PANS & DOG LEGS
6216	
6225	
6215	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,183.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 741.75
TOTAL	\$ 13,925.22

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PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

February 4, 2014

Customer PO#:

MPC-13000294

Payment Terms:

Net 30

CWO#

6224

6233

6257

6255

6252

Job description:

ACID TRANSFER

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 8,274.93

HYDROBLAST SERVICES

OTHER SERVICES

CHEMICAL CLEANING SERVICES

SUPPLIED LABOR

FUEL SURCHARGE

\$ 534.75

TOTAL

\$ 8,809.68

Wire # 12414

- 1,744.18 1/24

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\$ 7065.50
unpaid

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-14-0011
72141003

January 16, 2014

Customer PO#:

Payment Terms:

MPG 13000293

Net 30

CWO#	Job description:
8226	CLEAN SUMPS, SKID PANS & DOG LEGS
6214	
6227	
6213	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,524.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00
TOTAL	\$ 14,352.47

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-1470011

73141004

January 16, 2014

Customer PO#:

Payment Terms:

44-13000293

Net 30

CWO#	Job description:
6228	CLEAN SUMPS, SKID PANS & DOG LEGS
6212	
6229	
6211	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,061.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00
TOTAL	\$ 13,889.47

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ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-14001
75141075
January 17, 2014

Customer PO#:

Payment Terms:

MPG 13000293
Net 30

CWO#	Job description:
6230	CLEAN SUMPS, SKID PANS & DOG LEGS
6210	
6209	
6208	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 11,733.62
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 664.11
TOTAL	\$ 12,397.64

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

January 17, 2014

Customer PO#:

Payment Terms:

Net 30

CWO#	Job description:
6207	CLEAN SKID PANS, DOG LEGS & SUMPS
6231	
6202	
6232	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,444.87
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 871.13
TOTAL	\$ 14,316.80

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POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73-14-0011
75141007
January 17, 2014

Customer PO#:

Payment Terms:

18012000293
Net 30

CWO#	Job description:
6208	CLEAN SUMPS, SKID PANS AND DOG LEGS
6234	
6204	
6235	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 13,986.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 828.00
TOTAL	\$ 14,813.47

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HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

January 21, 2014

Customer PO#:

Payment Terms:

Net 30

CWO#

6238

6238

6203

6191

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 13,716.47

HYDROBLAST SERVICES

OTHER SERVICES

CHEMICAL CLEANING SERVICES

SUPPLIED LABOR

FUEL SURCHARGE

\$ 628.00

TOTAL

\$ 14,344.47

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

662.329.1800

THANK YOU FOR YOUR BUSINESS!

www.hydrovaconline.com

205.758.4144

— \$12,390.78 paid
w/ 1/10/14 wire

\$2,153.69
remains
unpaid

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

January 21, 2014

Customer PO#:

Payment Terms:

Net 30

CWO#

6262

6192

6260

6183

Job description:

CLEAN SUMPS, SKID PANS & DOG LEGS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 11,857.57

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 881.98

TOTAL

\$ 12,639.35

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

THANK YOU FOR YOUR BUSINESS!

662.329.1800

www.hydrovaconline.com

205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

73120011
7318013
January 29, 2014

Customer PO#:

Payment Terms:

MPO 13600283
Net 30

CWO#

6198

6199

6200

6239

Job description:

CLEAN SKID PANS, DOG LEGS & SUMPS

DESCRIPTION OF SERVICES

AMOUNT

VACUUM SERVICES

\$ 14,338.40

HYDROBLAST SERVICES

\$

OTHER SERVICES

\$

CHEMICAL CLEANING SERVICES

\$

SUPPLIED LABOR

\$

FUEL SURCHARGE

\$ 628.00

TOTAL

\$ 15,166.40

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

THANK YOU FOR YOUR BUSINESS!

662.329.1800

www.hydrovaconline.com

205.758.4144

HYDROVAC

INDUSTRIAL SERVICES, INC

REMIT PAYMENT

To: Post Office Box 83006
Chicago, IL 60691-3010

INVOICE

BILL TO:

MISSISSIPPI PHOSPHATES CORPORATION
POST OFFICE BOX 848
PASCAGOULA, MS 39568
ATTN: ACCOUNTS PAYABLE

Site #:

Invoice #

Invoice date:

75-140011

73143017

February 11, 2014

Customer PO#:

Payment Terms:

114-3360283

Net 30

CWO#	Job description:
6267	CLEAN SUMPS, SKID PANS & DOG LEGS
6248	
6241	
6248	

DESCRIPTION OF SERVICES	AMOUNT
VACUUM SERVICES	\$ 12,247.47
HYDROBLAST SERVICES	\$
OTHER SERVICES	\$
CHEMICAL CLEANING SERVICES	\$
SUPPLIED LABOR	\$
FUEL SURCHARGE	\$ 778.25

TOTAL

\$ 13,025.72

prep'd w/wire
of 1/31

- 9941.53

\$ 3082.19 bal.

Make all checks payable to HYDROVAC Industrial Services.
If you have any questions concerning this invoice please contact our office.

662.329.1800

THANK YOU FOR YOUR BUSINESS!

www.hydrovaconline.com

205.758.4144

Invoice Number	Job	Invoice Date	Due Date	Acct Bal	Cur Due	Exst Due	0-30	31-60	61-90	91-120	12+	Retention
MSPHOSH - MISSISSIPPI PHOSPHATES (228) 762-3210												
73131117	73-13-0011	8/20/13	10/19/13	2,512.03		2,512.03					2,512.03	
73131121	73-13-0011	8/20/13	10/19/13	15,038.87		15,038.87					15,038.87	
73131122	73-13-0011	8/20/13	10/19/13	12,839.65		12,839.65					12,839.65	
73131123	73-13-0011	8/20/13	10/19/13	11,096.15		11,096.15					11,096.15	
73131124	73-13-0011	8/20/13	10/19/13	12,540.56		12,540.56					12,540.56	
73131125	73-13-0011	8/20/13	10/19/13	1,153.31		1,153.31					1,153.31	
73131126	73-13-0011	8/27/13	10/26/13	15,345.12		15,345.12					15,345.12	
73131127	73-13-0011	8/27/13	10/26/13	11,884.30		11,884.30					11,884.30	
73131128	73-13-0011	9/4/13	11/3/13	4,558.12		4,558.12					4,558.12	
73131129	73-13-0011	8/27/13	10/26/13	13,778.97		13,778.97					13,778.97	
73131130	73-13-0011	8/27/13	10/26/13	15,007.12		15,007.12					15,007.12	
73131131	73-13-0011	8/27/13	10/26/13	11,778.15		11,778.15					11,778.15	
73131132	73-13-0011	8/27/13	10/26/13	12,117.40		12,117.40					12,117.40	
73131133	73-13-0011	9/4/13	11/3/13	14,039.12		14,039.12					14,039.12	
73131134	73-13-0011	9/4/13	11/3/13	15,144.53		15,144.53					15,144.53	
73131135	73-13-0011	9/4/13	11/3/13	14,704.56		14,704.56					14,704.56	
73131136	73-13-0011	9/20/13	11/19/13	15,453.22		15,453.22					15,453.22	
73131137	73-13-0011	9/20/13	11/19/13	12,839.50		12,839.50					12,839.50	
73131138	73-13-0011	9/20/13	11/19/13	12,064.25		12,064.25					12,064.25	
73131139	73-13-0011	9/20/13	11/19/13	10,779.12		10,779.12					10,779.12	
73131140	73-13-0011	9/20/13	11/19/13	12,064.25		12,064.25					12,064.25	
73131141	73-13-0011	10/2/13	12/1/13	10,362.32		10,362.32					10,362.32	
73131142	73-13-0011	9/20/13	11/19/13	11,735.25		11,735.25					11,735.25	
73131143	73-13-0011	9/20/13	11/19/13	13,018.75		13,018.75					13,018.75	
73131144	73-13-0011	9/30/13	11/29/13	12,687.75		12,687.75					12,687.75	
73131145	73-13-0011	9/30/13	11/29/13	12,041.75		12,041.75					12,041.75	
73131146	73-13-0011	9/30/13	11/29/13	11,109.90		11,109.90					11,109.90	
73131147	73-13-0011	9/30/13	11/29/13	13,318.65		13,318.65					13,318.65	
73131148	73-13-0011	9/30/13	11/29/13	12,215.60		12,215.60					12,215.60	
73131149	73-13-0011	9/30/13	11/29/13	12,052.85		12,052.85					12,052.85	
73131150	73-13-0011	10/2/13	12/1/13	13,759.31		13,759.31					13,759.31	
73131151	73-13-0011	10/4/13	12/3/13	9,230.23		9,230.23					9,230.23	
73131152	73-13-0011	10/14/13	12/13/13	14,094.77		14,094.77					14,094.77	
73131153	73-13-0011	10/14/13	12/13/13	13,597.02		13,597.02					13,597.02	
73131154	73-13-0011	10/14/13	12/13/13	15,621.22		15,621.22					15,621.22	
73131155	73-13-0011	11/4/13	1/3/14	9,731.55		9,731.55					9,731.55	
73131156	73-13-0011	10/23/13	12/22/13	14,256.77		14,256.77					14,256.77	
73131157	73-13-0011	10/23/13	12/22/13	15,330.38		15,330.38					15,330.38	
73131158	73-13-0011	10/23/13	12/22/13	15,397.86		15,397.86					15,397.86	
73131159	73-13-0011	10/23/13	12/22/13	14,160.93		14,160.93					14,160.93	
73131160	73-13-0011	10/23/13	12/22/13	14,327.30		14,327.30					14,327.30	



A/R Aged Trial Balance
HYDROVAC INDUSTRIAL SERVICES
2/20/2014

Page 2
2/20/2014
120 000009

Invoice Number	Job	Invoice Date	Due Date	Acct Bal	Out Due	Part Due	0-30	31-60	61-90	91-120	121+	Retention
MSPHOSP - MISSISSIPPI PHOSPHATES (228) 762-3210												
73131161	73-13-0011	11/4/13	1/3/14	12,697.22		12,697.22		12,697.22				
73131162	73-13-0011	11/4/13	1/3/14	12,802.97		12,802.97		12,802.97				
73131163	73-13-0011	11/4/13	1/3/14	11,419.31		11,419.31		11,419.31				
73131164	73-13-0011	11/4/13	1/3/14	8,388.77		8,388.77		8,388.77				
73131165	73-13-0011	11/4/13	1/3/14	12,344.06		12,344.06		12,344.06				
73131166	73-13-0011	11/4/13	1/3/14	13,311.47		13,311.47		13,311.47				
73131167	73-13-0011	11/4/13	1/3/14	12,513.10		12,513.10		12,513.10				
73131168	73-13-0011	11/4/13	1/3/14	12,663.47		12,663.47		12,663.47				
73131169	73-13-0011	11/4/13	1/3/14	6,395.74		6,395.74		6,395.74				
73131170	73-13-0011	12/4/13	2/2/14	16,443.69		16,443.69		16,443.69				
73131171	73-13-0011	11/25/13	1/24/14	13,805.47		13,805.47		13,805.47				
73131172	73-13-0011	11/25/13	1/24/14	14,378.72		14,378.72		14,378.72				
73131173	73-13-0011	11/25/13	1/24/14	13,799.84		13,799.84		13,799.84				
73131174	73-13-0011	11/25/13	1/24/14	14,368.80		14,368.80		14,368.80				
73131175	73-13-0011	11/25/13	1/24/14	15,124.01		15,124.01		15,124.01				
73131176	73-13-0011	11/25/13	1/24/14	13,696.64		13,696.64		13,696.64				
73131177	73-13-0011	12/4/13	2/2/14	9,769.52		9,769.52		9,769.52				
73131178	73-13-0011	12/4/13	2/2/14	52,348.13		52,348.13		52,348.13				
73131179	73-13-0011	12/4/13	2/2/14	14,064.34		14,064.34		14,064.34				
73131180	73-13-0011	12/16/13	2/14/14	12,793.69		12,793.69		12,793.69				
73131181	73-13-0011	12/16/13	2/14/14	14,085.96		14,085.96		14,085.96				
73131182	73-13-0011	1/8/14	3/9/14	9,933.28	9,933.28							
73131183	73-13-0011	12/16/13	2/14/14	14,236.38		14,236.38		14,236.38				
73131184	73-13-0011	12/16/13	2/14/14	15,169.84		15,169.84		15,169.84				
73131185	73-13-0011	12/16/13	2/14/14	14,219.88		14,219.88		14,219.88				
73131186	73-13-0011	12/16/13	2/14/14	11,619.16		11,619.16		11,619.16				
73141001	73-14-0011	1/20/14	3/21/14	13,925.22		13,925.22		13,925.22				
73141003	73-14-0011	1/20/14	3/21/14	14,352.47		14,352.47		14,352.47				
73141004	73-14-0011	1/20/14	3/21/14	13,889.47		13,889.47		13,889.47				
73141005	73-14-0011	1/20/14	3/21/14	12,397.64		12,397.64		12,397.64				
73141006	73-14-0011	1/20/14	3/21/14	14,315.80		14,315.80		14,315.80				
73141007	73-14-0011	1/20/14	3/21/14	14,813.47		14,813.47		14,813.47				
73141009	73-14-0011	1/21/14	3/22/14	2,153.69		2,153.69		2,153.69				
73141010	73-14-0011	1/21/14	3/22/14	12,180.04		12,180.04		12,180.04				
				<u>975,209.72</u>	<u>107,961.08</u>	<u>867,248.64</u>	<u>259,924.07</u>	<u>185,740.90</u>	<u>150,091.37</u>	<u>216,311.73</u>	<u>55,180.57</u>	<u>0.00</u>
				<u>975,209.72</u>	<u>107,961.08</u>	<u>867,248.64</u>	<u>259,924.07</u>	<u>185,740.90</u>	<u>150,091.37</u>	<u>216,311.73</u>	<u>55,180.57</u>	<u>0.00</u>

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

MISSISSIPPI PHOSPHATES
CORPORATION

PLAINTIFF

VS.

CAUSE NO. 2014-00,122 (2)

HYDROVAC INDUSTRIAL
SERVICES, INC.

DEFENDANT

SUMMONS

TO: Ronnie West, Registered Agent
c/o HYDROVAC INDUSTRIAL SERVICES, INC.
5716 Highway 82 East
Columbus, Mississippi 39702

NOTICE TO DEFENDANT

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT
AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to J. Mitchell Carrington, Butler Snow LLP, the attorney for the Plaintiff, whose address is Post Office Box 6010, Ridgeland, Mississippi 39158. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and seal of said Court, this the 4 day of June, 2014.

JOE MARTIN, CIRCUIT CLERK

BY: Mary Tanner, D.C.



PROOF OF SERVICE OF
SUMMONS and COMPLAINT
(process server)

Ronnie West, c/o Hydrovac Industrial Services, Inc.

(name of person or entity served)

I, the undersigned process server, served the Summons and Complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

First class mail and acknowledgement service. By mailing (by first class mail, postage prepaid) copies to the person served.

Personal Service. I personally delivered the Summons and Complaint on the day of , 2014, where I found said person or entity in County of the State of Mississippi.

Residence Service. After exercising reasonable diligence I was unable to deliver copies to said person within Hinds County, Mississippi. I served the Summons and Complaint on the day of , 2014, at the usual place of abode of said person by leaving a true and correct copy of the Summons and Complaint with who is the a member of the family or other person served above the age of sixteen years and willing to receive the Summons and Complaint to Defendant and thereafter on the day of , 2014 I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

Certified Mail Service. By mailing to an address outside Mississippi (by first class mail, postage prepaid) copies to the person served. (Attach signed return receipt or other evidence of actual delivery to the person served.)

At the time of service I was at least 18 years of age and not a party to this action.

Fee for service: \$

Process server must list below: *[Please print or type]*

Name

Address 1020 Highland Colony Parkway, Suite 1400
Ridgeland, Mississippi 39157

Telephone No.

Social Security No.

State of Mississippi
County of

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service of Summons and Complaint" are true and correct as therein stated.

Process server (signature)

Sworn to and subscribed before me this the day of , 2014.

Notary Public

My Commission expires day of , 20 .

ButlerSnow 21391003v1

ButlerSnow 21391003v1

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

MISSISSIPPI PHOSPHATES
CORPORATION

PLAINTIFF

VS.

HYDROVAC INDUSTRIAL
SERVICES, INC.

FILED
JUN 03 2014
JOE W. MARTIN, JR., CLERK
BY *[Signature]* D.C.

CAUSE NO. 2014-00,122(2)

DEFENDANT

COMPLAINT
(JURY TRIAL DEMANDED)

Mississippi Phosphates Corporation ("MPC") files this Complaint for breach of contract, a Declaratory Judgment and negligence against Hydrovac Industrial Services, Inc. ("Hydrovac"), and in support thereof, would show the following:

PARTIES

1. MPC is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in the State of Mississippi.
2. Hydrovac is a corporation organized and existing under the laws of the State of Mississippi.

JURISDICTION AND VENUE

3. This Court has jurisdiction of this matter pursuant to Article VI, Section 156 of the Mississippi Constitution and Miss. Code Ann. § 9-7-81.
4. Venue is proper in this Court pursuant to Miss. Code Ann. § 11-11-3, because a substantial act or omission occurred in Jackson County and because a substantial event that caused the injury occurred in Jackson County.

FACTS

5. MPC and Hydrovac entered into that certain Master Services Agreement by and between Mississippi Phosphates Corporation and Hydrovac Industrial Services, Inc. effective as

of March 14, 2012 (the "MSA") for Hydrovac to perform certain industrial cleaning services at MPC's production facility in Pascagoula, Mississippi. A true and correct copy of the MSA is attached hereto as Exhibit "A" and is incorporated herein by reference.

6. On or around August 9, 2013, Hydrovac sprayed three MPC employees and MPC property with acid while attempting to transfer the acid from a large tank. All three of MPC's employees were taken to the hospital for treatment of their injuries.

7. Hydrovac breached certain provisions of the MSA when it sprayed MPC's employees and MPC's property with acid including, without limitation, the following:

- a. "[Hydrovac] and its subcontractor(s), and their employees, shall comply with all applicable laws, ordinances, codes and regulations, and [Hydrovac] hereby indemnifies and agrees to defend [MPC] and hold [MPC] harmless from and against all damages, liabilities and penalties imposed for failure so to do." MSA, Section 3.9.
- b. "[Hydrovac] agrees to perform the work in a safe manner and to abide by, and enforce, all federal, state and local safety laws, rules or regulations governing the performance of its work." MSA, Section 3.17(a).
- c. "[Hydrovac] agrees to only send employees onto the work site that are fully and properly trained in work practices necessary to safely perform his/her job." MSA, Section 3.17(d).
- d. "[Hydrovac] shall continuously maintain adequate protection of all its work from damage and shall protect [MPC's] property from injury or loss arising in connection with the Contract." MSA, Section 3.22.

8. As a result of Hydrovac's breach of the MSA, MPC suffered damages including, without limitation, the following:

- a. The \$300,000.00 self-insured retention (essentially, a deductible) that MPC is responsible for under the workers' comp policy that covered the accident;
- b. Increased premiums on renewals of the workers' comp policy;
- c. Loss of use of equipment and parts of the Plant during and after the accident;
- d. Physical damage to parts of equipment and parts of the Plant;
- e. Wages and compensation paid to the injured employees while they were unable to work;
- f. Lost productivity from the injured employees while they were unable to work;
- g. The cost of identifying, hiring, and training temporary replacement employees; and,
- h. The cost (including, but not limited to, attorney's fees and management time) of investigating the incident, responding to the OSHA investigation, and managing the claims arising from the incident.

Count I - Breach of Contract

9. MPC incorporates by reference the allegations contained in all foregoing paragraphs and subparts of this Complaint.

10. MPC and Hydrovac entered into a valid, binding contract, the MSA.

11. Hydrovac breached certain requirements of the MSA when it sprayed MPC's employees and MPC's property with acid.

12. MPC incurred significant damages as a result of Hydrovac's breach.

Count II - Declaratory Judgment

13. MPC incorporates by reference the allegations contained in all foregoing paragraphs and subparts of this Complaint.

14. Pursuant to Rule 57 of the Mississippi Rules of Civil Procedure MPC is entitled to a Declaratory Judgment adjudicating each of the following as between MPC and Hydrovac:

- a. The MSA is a valid, binding contract as between MSA and Hydrovac.
- b. Hydrovac's acid incident constituted a breach of the MSA.
- c. MPC has the right to offset any amounts that may be due under the MSA to Hydrovac by any amounts Hydrovac owes to MPC arising out of Hydrovac's breach of the MSA. *See* MSA, Sections 3.3(a), (b) and (c).
- d. As a result of Hydrovac's breach, MPC's performance under the MSA was suspended until Hydrovac remedied its breach by paying all amounts due to MPC arising from Hydrovac's breach of the MSA. *See* MSA, Sections 3.3(a), (b) and (c).

Count III - Negligence

15. MPC incorporates by reference the allegations contained in all foregoing paragraphs and subparts of this Complaint.

16. The actions and omissions of Hydrovac resulting in three MPC employees and MPC property being sprayed with acid constitute negligence, which negligence proximately caused injury to MPC. In addition, the actions of Hydrovac in causing the acid incident constitutes a violation of Mississippi statutes and/or regulations issued pursuant to those statutes, and thus also constitutes negligence per se, for which MPC is entitled to compensatory and punitive damages, plus attorney's fees, from Hydrovac in amounts to be determined at trial.

WHEREFORE, MPC requests the following relief from this Court against Hydrovac:

(a) Pursuant to Count I, a judgment against Hydrovac for its breach of the MSA in an amount to be set at trial.

(b) Pursuant to Count II, a Declaratory Judgment that:

(i) The MSA is a valid, binding contract as between MSA and Hydrovac.

(ii) Hydrovac's acid incident constituted a breach of the MSA.

(iii) MPC has the right to offset any amounts that may be due under the MSA to Hydrovac by any amounts Hydrovac owes to MPC arising out of Hydrovac's breach of the MSA. *See* MSA, Sections 3.3(a), (b) and (c).

(iv) As a result of Hydrovac's breach, MPC's performance under the MSA was suspended until Hydrovac remedied its breach by paying all amounts due to MPC arising from Hydrovac's breach of the MSA. *See* MSA, Sections 3.3(a), (b) and (c).

(c) Pursuant to Count III, a judgment against Hydrovac for its negligence in spraying three of MPC employees and MPC property with acid, in an amount to be set at trial.


(d) Prejudgment and post judgment interest as allowed by Mississippi law.

(e) Any and all other general or specific relief, whether at law or in equity, to which MPC may be entitled in the premises.

This the 2nd day of June, 2014.

Respectfully submitted,

MISSISSIPPI PHOSPHATES CORPORATION

By: 
Paul N. Davis (MB # 8638)
C. Mitchell Carrington (MB # 104228)
BUTLER SNOW LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Telephone: (601) 985-4504
Fax: (601) 985-4500
Paul.Davis@butlersnow.com
Mitch.Carrington@butlersnow.com

ITS ATTORNEYS

Exhibit "A"

MISSISSIPPI PHOSPHATES CORPORATION

MASTER SERVICES AGREEMENT

MPC Contract No.: 1327-12

This Master Services Agreement (this "Agreement") is made effective the 14th day of March, 2012, by and between MISSISSIPPI PHOSPHATES CORPORATION, as "Owner," and Hydrovac Industrial Services, Inc., as "Contractor" as follows:

WHEREAS Owner owns and operates a production facility in Pascagoula, Mississippi for the manufacture of diammonium phosphate fertilizer (the "Facility");

WHEREAS from time to time during the course of operations of the Facility fertilizer production and/or sales is disrupted or impacted due to breakdown of machinery, equipment and/or fixtures or to the requirement of performing maintenance of or work on the same or any parts, components, products or things related thereto which necessitates construction, repairs, maintenance and/or other work by qualified personnel with specialized training;

WHEREAS time is of the essence in contracting and performing such construction, repairs, maintenance and/or work in order to minimize the disruption of or impact to Owner's fertilizer production and sales;

WHEREAS Owner has determined that valuable time can be saved by entering into a master services agreement with one or more qualified contractors setting forth the general terms and conditions under which Owner may hereafter engage such contractor to perform construction, repairs, maintenance and/or other work;

WHEREAS Contractor is in the business of providing qualified personnel with specialized training in order for him/her to perform his/her work to the highest quality;

WHEREAS Owner contemplates engaging the services of Contractor, and Contractor contemplates accepting such engagements, from time to time to perform construction, repair, maintenance and/or other work at the Facility; and

WHEREAS Owner and Contractor desire to memorialize the general terms and conditions under which Owner and Contractor have agreed that future work to be performed by Contractor at the Facility will be governed.

NOW, THEREFORE, for and in consideration of duly valid and material consideration, the receipt and sufficiency of which is hereby acknowledged by Contractor, and in further consideration of the mutual covenants set forth below, Owner and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.1. "Owner" means Mississippi Phosphates Corporation.

1.2. "Contractor" means the party identified as "Contractor" in the opening paragraph of this Agreement.

1.3 "Proposal" means a writing submitted by Contractor to Owner, in response to Owner's request for a proposal to perform a specific work project, setting forth either a proposed price and work completion schedule or a proposal for work on a time and materials basis. Any Proposal stated as a fixed price shall break the price down into reasonable work classifications. Any Proposal for time and materials work shall be based on the Contractor's rates and costs schedule as required pursuant to paragraph 4.5.

1.4 "Purchase Order" means a document denominated as such issued by Owner to Contractor approving Contractor's Proposal to perform a specific work project, and/or setting forth any additional terms regarding the specific work project, for example, a maximum number of days to complete the specific work project. If any such additional terms are included, then Contractor's commencement or continuation of work shall be deemed acceptance of such additional terms.

1.5. "Contract Price" means the price specified on the Proposal submitted by Contractor as approved in the Purchase Order issued by Owner for any specific work project to be performed by Contractor, subject to modification in accordance with paragraph 3.4, and/or, for time and materials work, the total price payable to Contractor based upon the rates and cost schedules as required pursuant to paragraph 4.5. For Contracts in which the Contract Price is stated as a fixed price, it shall be deemed to include all applicable taxes.

1.6. The "Contract Documents" relating to any specific work project to be performed by Contractor at the Facility shall mean the following documents: this Agreement, Contractor's Proposal for the applicable work, if any, Owner's Purchase Order for the applicable work, if any, Contractor's Rate Schedule (if the Proposal is based on time and materials) and any additional written Drawings, Specifications and/or Schedules approved by Owner and Contractor relating to the applicable work. The Contract Documents for each specific future work project shall constitute the entire agreement between Owner and Contractor (herein referred to as the "Contract") for that specific work project and shall supersede any and all previous negotiations, representations, understandings and agreements, whether written or oral, between them relating to the specific work project. The Contract Documents are intended to complement each other. It is the intent of the Contract Documents to describe a functionally complete project, or part thereof, to be constructed in accordance therewith. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result other than those furnished by Owner will be supplied by Contractor whether or not specifically called for. The Drawings, if any, depict details finished and in place, unless otherwise expressly stated. In the event that any provisions of the Proposal, Purchase Order, Rate Schedule, Drawings, Specifications or Schedules shall conflict with any term of this Agreement or purport to alter or amend any term of this Agreement, then the terms of this Agreement shall prevail unless both Owner and Contractor shall both sign a written statement expressly stating that such provision shall prevail over the terms of this Agreement with respect

to the applicable work project. The Contract shall not be construed to create a contractual relationship of any kind (a) between the Owner and any subcontractor of Contractor or (b) between any persons or entities other than Owner and Contractor.

ARTICLE II: AGREEMENTS TO PERFORM FUTURE WORK PROJECTS

2.1 From time to time Owner may request a Proposal from Contractor to perform a work project. In such event, the parties contemplate that Contractor will submit in writing to Owner a Proposal including both a price for each item of work and a schedule for completing the work. In the absence of Owner's written approval, Contractor agrees not to withdraw or modify any Proposal for a period of 30 days after the date the Proposal is submitted to Owner. If Owner chooses to accept Contractor's Proposal, then such acceptance will be evidenced by a Purchase Order issued by Owner to Contractor, the issuance of which will create a binding Contract governed by the terms of this Agreement between Owner and Contractor with respect to such work project, provided that if Owner's Purchase Order includes any additional terms then Contractor's commencement or continuation of performance shall be deemed acceptance of the additional terms.

From time to time Owner may orally request Contractor to perform a work project on a time and materials basis without the necessity of Contractor submitting a Proposal. In such event, Contractor's commencement of performance will create a binding Contract on a time and materials basis with respect to such work project governed by the terms of this Agreement and Contractor's Rate Schedule; provided that Owner may, at its option, issue a Purchase Order for such work including additional terms, which Contractor shall be deemed to have accepted by commencement or continuation of performance of the work.

2.2. Contractor shall submit with its Proposal, the name and address of any subcontractor(s) which it plans to utilize to perform work under the Contract. Owner shall have the right to reject the utilization of any subcontractor(s).

2.3. A resume' of the Contractor's superintendent and other key salaried supervisory personnel to be assigned to the work hereunder shall be submitted with the Proposal. Owner reserves the right to approve or disapprove the utilization of personnel which Owner, in its sole discretion, determines to be unsuitable for satisfactory performance under the Contract.

2.4. Owner may, in its discretion, require Contractor to furnish performance and/or payment bonds. The cost of such bonds shall be in addition to the Contract Price, and Contractor shall be reimbursed by Owner for the actual cost of the bonds. If required, bonds will be equal to 100 percent of the Contract Price.

2.5 Contractor certifies that prior to the signing of this Agreement and along with the submission of any Proposal, Contractor has provided the following information for the current year as well as the previous two years: (1) its OSHA Form 300 and Form 300-A; (2) copies of any and all federal or state OSHA citations, as well as documentation concerning any additional explanatory material or affirmative defenses; and (3) the identification of and documents concerning any and all pending investigations by federal or state occupational safety and health agencies.

ARTICLE III: GENERAL CONDITIONS

3.1. Contractor's General Responsibilities. Contractor agrees to use its best efforts on behalf of Owner's interest; to perform all work in strict conformity with the Contract Documents; to perform all work in the best and most workmanlike manner, using the best manner of performance and the materials of the best quality; to use only work supervisors exhibiting the highest standards; to complete the work no later than the completion date specified on the Proposal or Purchase Order; and to pay promptly, when due, all claims for services, labor and material relating to work. Contractor has been fully informed of the end result required by Owner for the work covered by the Contract, and Contractor agrees that its work will be consistent with producing the end result sought by Owner.

3.2. Certificate of Responsibility. If a work project under this Agreement is in excess of One Hundred Thousand Dollars (\$100,000.00), the Contractor represents and warrants that Contractor has a current Certificate of Responsibility number, issued by the Mississippi State Board of Contractors. The Contractor must hold the kind of Certificate of Responsibility appropriate for the work to be performed.

3.3. Payments.

(a) Payment on Completion (Fixed-Price Contracts with Schedule up to 30 days). Contractor's representative and Owner's general manager, or his designee, shall, promptly after conclusion of the work, inspect the work together. When the work is acceptable to Owner, in its sole discretion, Owner shall pay the Contract Price within thirty (30) calendar days after receipt of the Contractor's request for payment documented to Owner's satisfaction; provided, however, that final payment may be withheld beyond said thirty (30) day period (i) pending compliance by Contractor with the lien requirements of paragraph 3.34 and (ii) if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payments shall be promptly remedied by Contractor at its own expense upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only.

(b) Progress Payments (Fixed-Price Contracts with Schedule more than 30 days). Each month, Contractor shall submit to Owner in accordance with paragraph 3.31, a certified statement showing in detail the work accomplished during the preceding month, and within thirty (30) calendar days after receipt thereof, Owner shall pay to Contractor, without duplication, 90 percent of the face amount of said statement; provided, however, that the total amount of such progress payments shall not exceed 90 percent of the contract price. Owner may withhold some or all of this payment if Contractor's work is not acceptable to Owner or if Contractor has not or is not complying with any of his contractual obligations or if Owner disagrees with Contractor's stated percentage of completion. After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to Owner and (ii)

Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payment shall be remedied promptly by Contractor at its own expense upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes only.

(c) **Payment for Time and Materials Contract.** Each week during the progress of the work, Contractor shall submit to Owner an itemized invoice in accordance with the provisions of paragraph 3.31, for the costs, charges and expenses incurred in the performance of the work hereunder. Said invoice shall be accompanied by a schedule of labor charges, copies of invoices for materials and equipment, and such other supporting documents as Owner may require. Within thirty (30) calendar days of receipt of all of Contractor's invoices for a given month, Owner shall pay the face amount of said invoices, subject to (c)(i) and (ii) below. After completion of all work, Contractor shall submit to Owner a final statement and Owner shall make a final payment on or before thirty (30) calendar days thereafter if (i) the work is acceptable to Owner and (ii) Contractor has complied with the lien requirements of paragraph 3.34; provided, however, that final payment may be withheld beyond said thirty (30) day period if Contractor has not complied fully with all of its obligations under the Contract. Said cause for withholding final payment shall be remedied promptly upon demand by Owner, and Owner shall make final payment on or before thirty (30) calendar days after the date upon which such remedy has been effected and accepted by Owner in writing. If said cause is not promptly remedied by Contractor, Owner may have same remedied in such manner as it deems advisable. Owner may apply the Contract Price, and any and all sums due from Owner to Contractor under other Contracts, against any such amount due by Contractor. For any breach, Owner is entitled to any rights and remedies provided for by law or equity. Acceptance of the work hereunder is for payment purposes.

3.4. **Changes in the Work.** Owner may at any time or times, by written order, require alterations in, additions to, or omissions from, the work. Change orders must be countersigned by Owner and Contractor before commencement of the changed work, and no claim by Contractor for increases in the Contract Price shall be valid except as specifically provided by such written approvals. In absence of prior written approval, Contractor shall proceed at its own risk. On behalf of Owner, only authorized personnel may execute change orders. If any change causes an increase or decrease in the cost of performance, or any extension or reduction of the completion date, Contractor and Owner's general manager shall agree in writing upon an equitable adjustment in the price or completion date, or both.

3.5. **Termination.** Owner may, by written notice as provided in paragraph 3.30, terminate any Contract, in whole or in part, whenever Owner deems such termination to be for its best interest. Upon receipt of notice of termination, Contractor shall: (a) terminate all work; (b) place no further orders; (c) assign to Owner, to the extent directed by Owner, all of Contractor's rights, title and interests under orders theretofore placed hereunder; and (d) transfer title and

deliver to owner, as directed by Owner, materials, plans, drawings, and specifications produced, prepared or acquired for the work.

In the event of such termination, Owner shall pay to Contractor, and Contractor shall accept as full compensation for work performed, such percentage of the Contract Price as the scope of work actually performed by Contractor prior to receipt of notice of termination bears to the entire scope of work contemplated by the Contract, less any and all previous payments made, and Owner shall thereupon be released from further obligation to make payments under the Contract.

Either party may terminate this Agreement at any time by written notice as provided in paragraph 3.30. However, notwithstanding such termination of this Agreement, this Agreement shall continue in full force and effect with respect to all Contracts formed prior to the receipt of such notice of termination.

3.6. **Insurance.** Contractor shall, and shall cause subcontractor(s) of every tier to, maintain at all times during the period of this Agreement, and for such additional periods stated below, as a minimum and at its sole cost and expense, insurance complying with provisions set forth below:

(a) **Workers' Compensation and Employer's Liability Insurance** covering all statutorily or voluntarily employed persons in accordance with all applicable local, state and/or federal laws or regulations. Employer's Liability limits shall not be less than \$1,000,000 per each accident for bodily injury by accident or \$1,000,000 per each employee for bodily injury by disease from a carrier with an AM Best financial strength rating of AX or higher.

(b) **Commercial General Liability ("CGL") Insurance** with a limit of not less than \$1,000,000 each occurrence for all covered losses, a general aggregate limit of not less than \$2,000,000, and a deductible or retention of \$25,000 or less from a carrier with an AM Best financial strength rating of AX or higher. If such CGL insurance contains a general aggregate limit, it shall apply separately to work under each Contract. CGL Insurance shall be written on ISO occurrence form CG 00 01 01 (or a substitute form providing equivalent or greater coverage) and coverage must include: a) commercial form, b) premises/operations, c) underground, explosions and collapse hazard, d) products-completed operations, e) contractual liability insurance, f) independent contractors, g) broad form property damage, h) personal injury (with employment exclusion deleted, if applicable), i) advertising injury, j) liability assumed under an insured contract (including the tort liability or another assumed in a business contract) and cross-liability coverage. Owner shall be included as an additional insured under CGL policies using ISO endorsement form CG 20 10, CG 20 26 (or a substitute form providing equivalent or greater coverage).

Contractor shall maintain products/completed operations coverage with a combined single limit not less than \$2,000,000 per occurrence for a period of at least thirty-six months following final acceptance of Contractor's work by Owner.

(c) **Automobile Liability ("AL") Insurance** with a minimum limit of not less than \$1,000,000 per each occurrence of bodily injury and property damage, with a deductible or retention of \$5,000 or less from a carrier with an AM Best financial strength rating

of AX or higher. Such insurance shall cover liability arising out of any vehicles (including owned, hired and non-owned vehicles as well as trailers used therewith). Owner shall be included as an additional insured.

(d) **Primary Insurance.** Contractor's insurance as set forth above shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Owner.

(e) **Umbrella / Excess Liability Insurance.** Contractor shall also maintain Umbrella Excess Liability insurance of not less than \$5,000,000 over the primary insurance above (i.e., additional protection above and beyond workers' compensation, CGL and AL policies above), from a carrier with an AM Best financial strength rating of AX or higher. Owner shall be included as an additional insured under Contractor's Umbrella Excess Liability policies.

(f) **Deductibles or Self-Insured Retentions.** Any and all deductibles or self-insured retentions in the above described insurance policies shall be assumed by and be on the account of and at the sole risk of the Contractor.

(f) **Evidence of Insurance.** Prior to the commencement of the work, and at all times during the performance of the work under each Contract, Contractor shall furnish Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide that thirty (30) days' written notice will be given to Owner prior to the cancellation, non-renewal or material change of any insurance set forth above. Contractor shall provide certified copies of insurance policies set forth above within ten (10) days of Owner's written request for said copies.

(g) **Failure to Maintain and Evidence Insurance.** In the event that Contractor fails to maintain and evidence insurance as set forth above, Owner shall have the right, but not the obligation, to suspend or terminate work under this Contract, withhold payment to Contractor under this Contract or to purchase required coverage at Contractor's expense.

(h) **No Representation of Coverage Adequacy.** By requiring insurance herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liabilities under this Agreement.

(i) **No Right of Recovery or Subrogation against Owner.** Neither Contractor nor any of the carriers issuing the above-described insurance shall have any right of recovery or subrogation against Owner (including its employees, officers and agents), it being the intention of the parties that the insurance policy so effected shall protect the parties in the primary and excess coverage for any and all losses covered by the above-described insurance.

3.7. **Hold Harmless.** Contractor hereby indemnifies and agrees to hold harmless and defend Owner, its officers, employees, agents and invitees, from and against all claims, liabilities, losses, injuries, and damages of every nature, directly or indirectly arising out of any negligent (or any higher level of culpability) act or failure to act by Contractor, its officers,

employees, agents, or invitees, or by a subcontractor(s), its or their officers, employees, agents or invitees. Contractor agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. In the event that any damage or injury is caused by the joint or concurrent negligence of Contractor and any party or parties indemnified hereunder, the loss and all associated costs shall be borne by Contractor and said party or parties proportionately to their degree or negligence.

3.8. Permits and Licenses. Contractor and any subcontractor(s) hereunder shall obtain, and maintain at their own expense, any necessary permits and licenses, except as may be specifically agreed to be secured by Owner in accordance with the terms of the Contract, and Contractor hereby indemnifies and agrees to defend Owner and hold Owner harmless from and against all damages, liabilities and penalties imposed for failure so to do.

3.9. Compliance with Laws. Contractor and its subcontractor(s), and their employees, shall comply with all applicable laws, ordinances, codes and regulations, and Contractor hereby indemnifies and agrees to defend Owner and hold Owner harmless from and against all damages, liabilities and penalties imposed for failure so to do.

3.10. Lien Indemnification. Contractor shall keep Owner's property free from liens, claims and encumbrances (Mechanics', Materialmen's Laborers', or otherwise), and hereby agrees to defend Owner and hold Owner harmless therefrom. Contractor or its subcontractor(s) or supplier(s) shall, upon request of Owner, furnish an affidavit releasing Owner from any and all claims against the work or related contracts. Without limitation on the foregoing and in the absence of good-faith disputes, Contractor will promptly pay all of its subcontractors and suppliers so as to prevent any subcontractor or supplier from invoking any remedies available by law against Owner's property or against funds due to Contractor from Owner or otherwise.

3.11. Care, Custody and Control. Care, custody and control of all materials, equipment, apparatus and supplies furnished by Contractor hereunder shall remain in the Contractor until notice is given by Contractor to Owner and accepted by Owner in writing that all work under the Contract has been completed, and all risk of physical loss or damage thereto shall be, and remain, in Contractor until all work under the Contract has been completed and accepted. The provisions of this paragraph 3.11 shall also apply to material furnished by Owner to Contractor from the time of delivery of such material to the Contractor until notice is given by Contractor to Owner and accepted by Owner in writing that all work under the Contract has been completed, and all risk of physical loss or damage thereto shall be, and remain, in Contractor until all work under the Contract has been completed and accepted in writing by Owner.

3.12. Independent Contractor. It is agreed that Contractor, at any time and all times during the performance of its work hereunder, is acting as an independent contractor and not as the agent or common-law employee of Owner.

3.13. Assignment. Owner shall have the right at any time or times to assign to others all or any part of its rights and obligations under the Contract. Contractor shall not have any such right, nor the right to subcontract any part or all of its obligations, without the prior written consent of Owner. Any consent by Owner to subcontracting hereunder shall not relieve Contractor of its obligations under the Contract, and, as between the parties hereto, Contractor shall be and remain liable as if no such subcontract had been made. Any assignee or

subcontractor of Contractor agreed to by Owner shall be liable with the Contractor for the due performance of all obligations hereunder.

3.14. Time of Completion. The time for completion of the work is as set forth in the Contract and the Contractor shall complete the work within the specified length of time. Time shall be of the essence of the Contract. When, in the opinion of Owner, the work will not be completed with the stipulated time at the rate of progress then in effect, and the delay is caused by Contractor, Owner may notify Contractor to increase the rate of progress. Upon receipt of such notice, the Contractor shall work, and cause his subcontractor(s) to work, additional hours during the day, or additional days during the week, or both. Any resulting overtime payments or increases in cost shall not give rise to any additional expense to Owner. The exercise of any one or more of Owner's rights shall not limit Owner's right to exercise any other rights and remedies Owner may have under the Contract or by law or equity for the breach of any of Contractor's obligations.

3.15. Waivers. Any failure by Contractor or Owner at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of the Contractor or Owner at any time to avail itself of such remedies as it has for any breach or breaches of such terms or conditions.

3.16. Intentionally left blank.

3.17. Safety Requirements.

(a) Contractor alone is obligated to provide for the health and safety of its employees and that of its subcontractor(s) and vendors at the jobsite and assumes all responsibility to provide them with a safe place to work. Contractor agrees to perform the work in a safe manner and to abide by, and enforce, all federal, state and local safety laws, rules or regulations governing the performance of its work. Contractor shall furnish all apparel, materials, equipment, tools, labor, instruction, and supervision necessary for the safety of its employees and subcontractors and vendors, and their respective employees, and for its compliance with these safety laws, rules and regulations. Contractor shall observe, and be bound by, all of the current requirements and regulations of the Occupational Safety and Health Act of 1970 ("OSHA"), and any amendments thereto, and any applicable state or local health and safety laws, standards, or regulations. In addition, all work shall be performed in accordance with Owner's established safety rules and regulations, copies of which will be provided upon request. Contractor shall be responsible for ensuring that each of its subcontractor(s) and vendors observes, complies with, and is bound by all such applicable safety rules, regulations, and obligations. Contractor shall cooperate with Owner and its other contractors in their respective safety programs. Contractor shall furnish all information concerning the safety of its operations on the project as may be requested. Upon request, Contractor shall furnish Owner with a copy of its plan for compliance with any applicable "right to know" laws concerning hazardous materials in the work place. Contractor shall furnish Owner with Material Safety Data Sheets for any hazardous materials used by Contractor.

(b) Nothing in this Contract shall be construed as granting Owner the right to require Contractor to perform the work in an unsafe manner. Contractor shall have the right and shall always insist that the work be performed in a safe manner.

(c) Contractor shall comply with OSHA Standard 29 CFR 1926.50, medical services and first aid, in meeting its responsibility for providing health and first aid services for its employees.

(d) Contractor agrees to only send employees onto the work site that are fully and properly trained in work practices necessary to safely perform his/her job.

(e) Contractor shall immediately inform Owner of all injuries which occur to Contractor's employees or subcontractor's(s') employees at Owner's facility and other such information pertaining to the safety of its operations on the project as may be requested.

3.18. Representatives and Employees. Owner shall designate, and keep at the work site, a responsible field representative with authority to act for it. Contractor shall keep at the work site, at all times, a competent superintendent suitable to Owner. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her. Contractor shall remove or replace any employee determined by Owner to be unfit for work under this Contract, and any replacements shall be subject to prior written approval of Owner. Any employee approved by Owner originally assigned to the work may not be removed from the job by Contractor without prior written consent of the Owner.

3.19. Inspection and Defects. All materials and workmanship shall be subject to inspection and test by Owner at all times and places, and when practicable, during construction. Inspection and acceptance shall not be conclusive as regards any defects. Inspection and acceptance or rejection of the materials or work shall be made as promptly as practicable. Neither inspection, nor anything disclosed thereby, nor acceptance, shall affect any warranty of Contractor or any remedies available to Owner under the Contract or by law or equity for Contractor's breach of any obligations. Upon being notified of defects in Contractor's work during such construction, repair, maintenance or other work, Contractor shall remedy such defects at its own expenses, subject to Owner's approval in writing as being in accordance with the Contract requirements.

3.20. Guarantee of Work. Contractor guarantees its work hereunder to the extent that it will repair or replace, at its own expense, any work, equipment or materials which, within twelve (12) months after Owner's acceptance of the work hereunder, is found to be defective if the finished work has been used in accordance with generally approved practice, and if Owner notifies Contractor promptly after the defect becomes apparent and promptly furnishes Contractor with particulars in connection therewith. Completion of the work shall mean the date that Contractor tenders the work to Owner as being complete and sufficient for returning to service. The guarantee provided in this paragraph is an additional obligation of Contractor under this Contract.

3.21. Site Investigation. By submitting its Proposal to Owner or commencing work in the absence of a Proposal, the Contractor certifies that it has taken steps reasonably necessary to

ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including, but not limited to:

- (a) conditions bearing upon transportation, disposal and handling and storage of materials;
- (b) the availability and adequacy of labor, water, electric power and roads;
- (c) the uncertainties of weather, flooding patterns and water drainage or similar physical conditions at the site;
- (d) the ground conditions; and
- (e) the character of equipment and facilities needed preliminary to and during work performance which could interfere with the work.

The Contractor acknowledges that it has satisfied itself as to the character, quality and quantity of conditions or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner and incorporated into the Contract Documents. Any failure of the Contractor to take the actions described and acknowledged in this paragraph 3.21 will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully completing the work, without additional expense to Owner.

Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based upon the information made available by Owner, nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract unless that understanding or representation is expressly stated in the Contract Documents.

3.22. Protection of the Property. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Owner's property from injury or loss arising in connection with the Contract.

3.23. Cleanup. Contractor shall, at all times, keep the working area, including storage areas used by it, free from accumulations of waste material or rubbish and, prior to completion of the work, Contractor shall remove any rubbish and waste materials from the premises and shall remove from the premises all tools, scaffolding, equipment, and materials not the property of Owner. Upon completion of the work, Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to Owner.

3.24. Laws. This Contract shall be construed under and governed by the laws of the state of Mississippi.

3.25. Drawings and Specifications. Upon completion of the work, Contractor shall furnish Owner, for its files, one complete set of final "as-built" drawings of the work, and five copies of any drawings, specifications and/or other informational materials and documents

furnished by suppliers and manufacturers relating to materials, apparatus and equipment incorporated into the work performed hereunder.

3.26. Other Contracts. Wherever work being done by Owner's other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by Owner.

3.27. Notice of Labor Disputes. Whenever Contractor has knowledge that any actual or potential labor dispute is delaying, or threatens to delay, the timely performance of this Contract, Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to Owner. Contractor's labor disputes shall not excuse Contractor's obligation to complete its work within the scheduled time.

3.28. Force Majeure. Neither Contractor nor Owner shall be considered in default in the performance of its obligations hereunder if such performance is prevented or delayed because of accident or fire beyond the reasonable control of the party claiming force majeure, war, hostilities, revolution, civil commotion, epidemic, wind, flood; or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof, other than those relating to the failure of the party claiming force majeure to secure permits which such party was obligated to secure; or because of acts of God; or for any other cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of the party claiming force majeure. When either of the parties hereto believes that its performance will be affected under this paragraph 3.28, the party so claiming the existence of a force majeure shall immediately notify the other party in writing. The party claiming force majeure shall proceed diligently to remove the cause of interference with its performance and upon request must demonstrate the validity of such claim to the other party.

3.29. Forum and Dispute Resolution. This Contract shall be construed in accordance with the laws of the state of Mississippi, without regard to principles of conflicts of laws thereof. Any action, claim, suit or proceeding between Owner and Contractor connected with, arising out of, or related to, this Contract, whether sounding in contract or tort, shall be initiated and prosecuted as to all parties and their successors and assigns solely and exclusively in the United States District Court for the Southern District of Mississippi, Southern Division, and each party waives, freely and completely, any right to dismiss and/or transfer any such dispute pursuant to 28 U.S.C. §§1404 and 1406. In the event said District Court does not have subject matter jurisdiction of such dispute, then the dispute shall be solely and exclusively initiated and prosecuted in the appropriate state court of competent jurisdiction located in Jackson County, Mississippi. The parties consent to *in personam* jurisdiction of the courts described herein.

3.30. Notices. All notices and other communications hereunder shall be validly given or made if in writing, when delivered personally (by courier service or otherwise), when delivered by facsimile, or when actually received when mailed by first-class certified U.S. mail, postage prepaid and return receipt requested, and all legal process with regard hereto shall be validly served when served in accordance with applicable law, in each case to the address of the party to receive such notice or other communication set forth below, or at such other address as either party hereto may from time to time advise in writing the other party pursuant hereto:

(iv) amount retained; and

(v) final invoice shall be so designated.

(c) Additional information Required on Time and Materials Contract Invoices and Time and Materials Change Orders:

(i) status of work completed on each directive or change order (billing to date under the directive or change order);

(ii) invoices shall be submitted, together with such supporting documentation as Owner may require, including, but not limited to, the following:

(1) time sheets and equipment rental schedules approved and signed by Owner's authorized representative; and

(2) vendor invoice, receiving report on materials purchased, itemized allowable expenses, and subcontractor's(s) invoices, all of which have been approved and signed by Owner's authorized representative;

(iii) materials used from Contractor's warehouse and to be paid for by Owner shall be itemized, unit priced, and approved by Owner's authorized representative; and

(iv) final invoice shall be so designated.

Failure to provide information required in this paragraph 3.31 will result in return of the invoice to Contractor for revision prior to payment by Owner.

3.32. Time Limit for Contractor Billings. For any day of work performed, equipment rented, materials or supplies purchased, travel or other expenses incurred by Contractor under every time and materials based Contract, Contractor shall deliver an invoice to Owner for such time and materials within seventy-five (75) calendar days after the date the work was performed or the date the expense was incurred. With respect to Contracts made on a time and materials basis, Owner shall not be obligated to pay for any time or materials for which Owner has not received an invoice within seventy-five (75) calendar days from the date the time or materials cost was incurred by Contractor.

3.33. Environmental Control. Contractor agrees to suspend work immediately upon written notification by Owner's general manager in the event Owner fails to obtain required approvals from environmental control agencies for the project or work under this Contract. At Owner's option, the work may then be terminated pursuant to paragraph 3.5 or Contractor shall remain on standby to resume performance as soon as the required approvals are obtained. If Owner elects to require Contractor to remain on standby, then all direct out of pocket costs and expenses reasonably incurred by Contractor as a result of such suspension shall be for Owner's account. The Contractor will resume work, in an orderly fashion, when notified by the Owner's general manager that approvals have been obtained. If changes in the work are required, they will be in accordance with other provisions of this Contract. Contractor shall furnish certain drawings and data necessary for Owner to make application for required environmental permits if requested by Owner.

3.34. Construction Liens. Without limitation on the requirements of paragraph 3.10, and as a condition to any payment to which Contractor may otherwise be entitled, Contractor, with each payment request, shall provide to Owner such waivers, covenants, representations and affidavits as Owner may reasonably require ("Lien Documents") with respect to construction-related liens and pertaining to funds paid and included in the current payment request. The Lien Documents shall include, but are not limited to, the following:

- (a) Lien Documents as required by Owner's construction lender, if any;
- (b) Lien Documents as required by any title insurance company in order to increase policy limits to include the amount of each requested payment;
- (c) Lien Documents verifying the current status of all payments and claims for payments from the Contractor to its subcontractors and suppliers; and
- (d) such other Lien Documents as Owner may reasonably require.

3.35. Changes to Terms and Conditions. The terms and conditions of this Agreement may be amended only by a written instrument signed by the parties hereto.

3.36 Ownership of Drawings and Specifications. Any Drawings, Specifications and other documents, including those in electronic format that are provided by Owner to Contractor or are presented or created by Contractor for Owner connection with this Contract or the performance thereof shall be owned by Owner who hereby retains all common law and statutory rights thereto. Contractor shall use any such documents solely for the purpose of performing this Contract.

3.37 Intentionally left blank.

3.38 Recitals, Headings and Capitalized Terms. The recitals at the beginning of this Agreement and the headings used throughout this Agreement are intended to be contractual in nature and thus are part of this Agreement. Capitalized terms appearing throughout this Agreement shall have the meaning as defined herein.

ARTICLE IV: SPECIAL CONDITIONS APPLICABLE ONLY TO WORK PERFORMED ON
A TIME AND MATERIALS BASIS, INCLUDING CHANGE ORDERS AND TIME AND
MATERIALS CHANGE
ORDERS TO FIXED-PRICE CONTRACTS

4.1. Owner shall reimburse Contractor for the reasonable direct cost of the work, plus percentage markups, as set forth in paragraph 4.5. It is provided, however, that Contractor shall not be reimbursed for the cost of removing, replacing, and re-executing defective work which is rejected by Owner.

4.2. Owner will not directly reimburse Contractor for small tools and equipment, consumables, and expendables, which are defined under this Contract as items with a wholesale unit price of Five Hundred and 00/100 Dollars (\$500.00) or less. Owner will not directly

reimburse Contractor for Contractor's salaried supervision. These costs are to be included in the percentage markups set forth in paragraph 4.5.

4.3. Owner may, in its sole discretion, elect to purchase or provide all or any part of the supplies, equipment, or materials to be utilized in the performance of the work. In this event, no charge for such supplies, equipment, or materials furnished by Owner shall be made hereunder.

4.4. Contractor shall furnish Owner with time sheets which shall be submitted daily to Owner's designated agent for approval. Contractor will submit a weekly time and equipment report which shall list in detail the labor and equipment cost and shall attach all applicable equipment rental invoices thereto. Contractor will prepare and furnish, at the completion of the work, a detailed statement of the cost of the work, arranged as required by Owner, for the Owner's permanent records.

Contractor will keep records, which shall be available for inspection and for final audit by Owner, showing the actual cost of all items of labor, apparatus, materials, supplies, tools, and services, and the amount of all other expenditures of whatever nature for which payment is authorized under the provisions of this Contract. Contractor will prepare and submit to Owner from time to time, as requested by Owner in writing, reports of the progress and cost of the work, including, but not limited to, periodic revisions of the originally estimated cost of the work, reflecting cost and commitments actually incurred and made. All allocations for payment and commitments therein shall be in accordance with good accounting practices, or the code of accounts and accounting practices of Owner, if Owner so requests, and in such detail as may be reasonably requested by Owner.

At a reasonable time or times during the performance of its services hereunder, and until two (2) years after the completion of said services, Contractor will permit Owner or its certified public accountant to audit its records pertaining to the cost of work (including payroll records on all employees of Contractor who worked on any of Owner's contracts during the period of this Contract). After the completion of such audit, Owner shall advise Contractor of its disagreement, if any, with Contractor's statements which have previously been submitted to Owner. If, after such audit, it is agreed that one of the parties hereto is indebted to the other, the party so indebted will make prompt payment of such indebtedness.

In addition to Owner's rights to audit Contractor's records, Contractor shall include provisions in each of its contracts with subcontractor(s) to perform work hereunder which authorize Owner to audit subcontractor's(s') records and which provide the same audit rights as are provided to Owner with regard to Contractor's records pursuant to this paragraph 4.4.

4.5. Simultaneous with the execution of this Agreement, Contractor shall provide Owner with its current time and materials reimbursement rates and cost schedule ("Rate Schedule") in the form attached hereto as exhibit A. The prices and percentages in the Rate Schedule shall remain in force until Owner and Contractor both give written acceptance to a new Rate Schedule from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

Contractor: Hydrovac Industrial Services, Inc.
By: Dudley Raman
Title: COO / GM
Date: 3-28-12
Address: 66 New Hope Road
Columbus, MS 39702

Owner: MISSISSIPPI PHOSPHATES CORPORATION

BY: Richard L. Loh
Title: V. P. of Operations
Date: 4/2/12

"EXHIBIT A"

RATE SCHEDULE

Pursuant to the Agreement, MPC Contract No. _____, Contractor, _____, provides its rates and costs as follows:

(a) Direct labor: (attach additional sheets, if necessary, and reference here)

Employee Classification	Hourly Rate (Regular Time)	Hourly Rate (Overtime) Aft. 40 hours

(b) Amounts or Percentages for materials, equipment rental, subcontract work, mileage or other items. If no amount or percentage is provided or other category identified below, then Contractor shall not be entitled to compensation for said category.

Percentage of mark-up for materials,
expendables, consumables, and other supplies
over Contractor's cost _____%

Percentage of mark-up for equipment rentals
over Contractor's cost _____%

Percentage of Contractor's invoice cost for
subcontract work approved by Owner _____%

Mileage Rate _____

(c) Contractor owned equipment rental: (Note: All fuel and lubricants used by Contractor for equipment are to be included in rental rates.)

Equipment Description	Daily Rate	Weekly Rate	Monthly Rate

(d) Miscellaneous (*i.e.*, transportation, living expenses, *etc.*)

Jackson 6053679v3

Southern District of Mississippi Claims Register

14-51667-KMS Mississippi Phosphates Corporation

Judge: Katharine M. Samson

Chapter: 11

Office: Gulfport-6 Divisional Office

Last Date to file claims: 02/24/2015

Trustee:

Last Date to file (Govt): 04/25/2015

Creditor: (3855974) History **Claim No:** 159 **Status:**
HYDROVAC INDUSTRIAL **Original Filed** **Filed by:** CR
SERVICES, Inc. **Date:** 02/23/2015 **Entered by:** James A.
c/o James A. McCullough, II **Original Entered** McCullough, II
Brunini, Grantham, Grower & **Date:** 02/23/2015 **Modified:**
Hewes, PLLC
PO Drawer 119
Jackson, MS 39205

Amount claimed: \$975209.72

History:

Details 159- 02/23/2015 Claim #159 filed by HYDROVAC INDUSTRIAL SERVICES, Inc.,
1 Amount claimed: \$975209.72 (McCullough, James)

Description:

Remarks:

Claims Register Summary

Case Name: Mississippi Phosphates Corporation

Case Number: 14-51667-KMS

Chapter: 11

Date Filed: 10/27/2014

Total Number Of Claims: 1

Total Amount Claimed*	\$975209.72
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		