UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2019

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from________ to ________

Commission File No. 001-16501

Williams Industrial Services Group Inc.
(Exact name of registrant as specified in its charter)

Delaware	**73-1541378**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

100 Crescent Centre Parkway, Suite 1240
Tucker, GA 30084
(Address of principal executive offices) (Zip code)

(770) 879-4400
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 9, 2019, there were 19,028,908 shares of common stock of Williams Industrial Services Group Inc. outstanding.

WILLIAMS INDUSTRIAL SERVICES GROUP INC. AND SUBSIDIARIES

Table of Contents

Part I—FINANCIAL INFORMATION	3
Item 1. Financial Statements	3
Condensed Consolidated Balance Sheets as of June 30, 2019 and December 31, 2018 (unaudited)	3
Condensed Consolidated Statements of Operations for the Three and Six Months Ended June 30, 2019 and 2018 (unaudited)	4
Condensed Consolidated Statements of Comprehensive Income (Loss) for the Three and Six Months Ended June 30, 2019 and 2018 (unaudited)	5
Condensed Consolidated Statements of Stockholders' Equity for the Three and Six Months Ended June 30, 2019 and 2018 (unaudited)	6
Condensed Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2019 and 2018 (unaudited)	7
Notes to Condensed Consolidated Financial Statements (unaudited)	8
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	22
Item 3. Quantitative and Qualitative Disclosures about Market Risk	29
Item 4. Controls and Procedures	29
Part II—OTHER INFORMATION	
Item 1. Legal Proceedings	30
Item 1A. Risk Factors	30
Item 5. Other Items	30
Item 6. Exhibits	31
SIGNATURES	32

Part I—FINANCIAL INFORMATIO N

Item 1. Financial Statements .

WILLIAMS INDUSTRIAL SERVICES GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEET S (UNAUDITED)

(in thousands, except share data)	June 30, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,361	$ 4,475
Restricted cash	467	467
Accounts receivable, net of allowance of $229 and $140, respectively	27,580	22,724
Contract assets	12,092	8,218
Other current assets	2,247	1,735
Total current assets	45,747	37,619
Property, plant and equipment, net	345	335
Goodwill	35,400	35,400
Intangible assets	12,500	12,500
Other long-term assets	9,074	1,650
Total assets	$ 103,066	$ 87,504
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 10,101	$ 2,953
Accrued compensation and benefits	9,372	10,859
Contract liabilities	3,297	3,278
Short-term borrowings	3,642	3,274
Current portion of long-term debt	700	525
Other current liabilities	9,108	5,518
Current liabilities of discontinued operations	370	640
Total current liabilities	36,590	27,047
Long-term debt, net	32,818	32,978
Deferred tax liabilities	2,662	2,682
Other long-term liabilities	5,263	1,396
Long-term liabilities of discontinued operations	4,487	5,188
Total liabilities	81,820	69,291
Commitments and contingencies (Note 9 and 11)		
Stockholders' equity:		
Common stock, $0.01 par value, 170,000,000 shares authorized and 19,767,605 and 19,767,605 shares issued, respectively, and 19,019,408 and 18,660,218 shares outstanding, respectively	197	197
Paid-in capital	81,191	80,424
Accumulated other comprehensive loss	(44)	—
Accumulated deficit	(60,089)	(62,397)
Treasury stock, at par (748,197 and 1,107,387 common shares, respectively)	(9)	(11)
Total stockholders' equity	21,246	18,213
Total liabilities and stockholders' equity	$ 103,066	$ 87,504

See accompanying notes to condensed consolidated financial statements.

WILLIAMS INDUSTRIAL SERVICES GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATION S (UNAUDITED)

(in thousands, except share and per share data)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Revenue	$ 71,466	$ 47,975	$ 122,118	$ 91,096
Cost of revenue	62,274	41,228	106,244	77,899
Gross profit	9,192	6,747	15,874	13,197
Selling and marketing expenses	165	476	405	902
General and administrative expenses	6,474	7,549	11,236	14,116
Restructuring charges	—	2,202	—	2,225
Depreciation and amortization expense	76	220	148	441
Total operating expenses	6,715	10,447	11,789	17,684
Operating income (loss)	2,477	(3,700)	4,085	(4,487)
Interest expense, net	1,519	2,397	2,993	3,775
Other (income) expense, net	(343)	(293)	(668)	(505)
Total other (income) expense, net	1,176	2,104	2,325	3,270
Income (loss) from continuing operations before income tax	1,301	(5,804)	1,760	(7,757)
Income tax (benefit) expense	15	220	79	505
Income (loss) from continuing operations	1,286	(6,024)	1,681	(8,262)
Loss from discontinued operations before income tax	(57)	(2,195)	(121)	(3,903)
Income tax (benefit) expense	(776)	(725)	(748)	(683)
Income (loss) from discontinued operations	719	(1,470)	627	(3,220)
Net income (loss)	$ 2,005	$ (7,494)	$ 2,308	$ (11,482)
Basic earnings (loss) per common share				
Income (loss) from continuing operations	$ 0.07	$ (0.33)	$ 0.09	$ (0.46)
Income (loss) from discontinued operations	0.04	(0.08)	0.03	(0.18)
Basic earnings (loss) per common share	$ 0.11	$ (0.41)	$ 0.12	$ (0.63)
Diluted earnings (loss) per common share				
Income (loss) from continuing operations	$ 0.07	$ (0.33)	$ 0.09	$ (0.46)
Income (loss) from discontinued operations	0.04	(0.08)	0.03	(0.18)
Diluted earnings (loss) per common share	$ 0.11	$ (0.41)	$ 0.12	$ (0.63)

See accompanying notes to condensed consolidated financial statements.

WILLIAMS INDUSTRIAL SERVICES GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Net income (loss)	$ 2,005	$ (7,494)	$ 2,308	$ (11,482)
Foreign currency translation adjustment	(62)	—	(44)	—
Comprehensive income (loss)	$ 1,943	$ (7,494)	$ 2,264	$ (11,482)

See accompanying notes to condensed consolidated financial statements.

WILLIAMS INDUSTRIAL SERVICES GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUIT Y (UNAUDITED)

	Common Shares $0.01 Per Share		Paid-in	Accumulated	Treasury Shares		
(in thousands, except share data)	Shares	Amount	Capital	Deficit	Shares	Amount	Total
Balance, December 31, 2017	19,360,026	$ 193	$ 78,910	$ (36,962)	(1,413,640)	$ (14)	$ 42,127
Issuance of restricted stock units	167,841	2	(2)	—	—	—	—
Tax withholding on restricted stock units	—	—	(186)	—	(23,161)	—	(186)
Stock-based compensation	—	—	753	—	—	—	753
Net loss	—	—	—	(3,988)	—	—	(3,988)
March 31, 2018	19,527,867	$ 195	$ 79,475	$ (40,950)	(1,436,801)	$ (14)	$ 38,706
Issuance of restricted stock units	187,738	2	(2)	—	308,523	4	4
Tax withholding on restricted stock units	—	—	(140)	—	(100,569)	(2)	(142)
Stock-based compensation	—	—	490	—	—	—	490
Net loss	—	—	—	(7,494)	—	—	(7,494)
Balance, June 30, 2018	19,715,605	$ 197	$ 79,823	$ (48,444)	(1,228,847)	$ (12)	$ 31,564

	Common Shares $0.01 Per Share		Paid-in	Accumulated Other Comprehensive	Accumulated	Treasury Shares		
(in thousands, except share data)	Shares	Amount	Capital	Income (Loss)	Deficit	Shares	Amount	Total
Balance, December 31, 2018	19,767,605	$ 197	$ 80,424	$ —	$ (62,397)	(1,107,387)	$ (11)	$ 18,213
Issuance of restricted stock units	—	—	—	—	—	390,901	4	4
Tax withholding on restricted stock units	—	—	(123)	—	—	(50,738)	(2)	(125)
Stock-based compensation	—	—	408	—	—	—	—	408
Foreign currency translation	—	—	—	18	—	—	—	18
Net income	—	—	—	—	303	—	—	303
March 31, 2019	19,767,605	$ 197	$ 80,709	$ 18	$ (62,094)	(767,224)	$ (9)	$ 18,821
Issuance of restricted stock units	—	—	—	—	—	19,027	—	—
Stock-based compensation	—	—	482	—	—	—	—	482
Foreign currency translation	—	—	—	(62)	—	—	—	(62)
Net income	—	—	—	—	2,005	—	—	2,005
Balance, June 30, 2019	19,767,605	$ 197	$ 81,191	$ (44)	$ (60,089)	(748,197)	$ (9)	$ 21,246

See accompanying notes to condensed consolidated financial statements.

WILLIAMS INDUSTRIAL SERVICES GROUP INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOW S (UNAUDITED)

(in thousands)	Six Months Ended June 30, 2019	2018
Operating activities:		
Net income (loss)	$ 2,308	$ (11,482)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Net (income) loss from discontinued operations	(627)	3,220
Deferred income tax provision (benefit)	(20)	403
Depreciation and amortization on plant, property and equipment	148	441
Amortization of deferred financing costs	308	219
Loss on disposals of property, plant and equipment	—	210
Bad debt expense	89	(67)
Stock-based compensation	891	507
Paid-in-kind interest	—	1,301
Changes in operating assets and liabilities, net of businesses sold:		
Accounts receivable	(4,945)	4,514
Contract assets	(3,874)	(2,628)
Other current assets	(512)	2,368
Other assets	1,124	(1,079)
Accounts payable	7,148	189
Accrued and other liabilities	(2,738)	2,608
Contract liabilities	19	(943)
Net cash provided by (used in) operating activities, continuing operations	(681)	(219)
Net cash provided by (used in) operating activities, discontinued operations	(344)	(4,110)
Net cash provided by (used in) operating activities	(1,025)	(4,329)
Investing activities:		
Purchase of property, plant and equipment	(161)	(114)
Net cash provided by (used in) investing activities, continuing operations	(161)	(114)
Net cash provided by (used in) investing activities, discontinued operations	—	319
Net cash provided by (used in) investing activities	(161)	205
Financing activities:		
Repurchase of stock-based awards for payment of statutory taxes due on stock-based compensation	(121)	(328)
Proceeds from short-term borrowings	110,746	—
Repayments of short-term borrowings	(110,378)	—
Repayments of long-term debt	(175)	—
Net cash provided by (used in) financing activities, continuing operations	72	(328)
Net cash provided by (used in) financing activities, discontinued operations	—	—
Net cash provided by (used in) financing activities	72	(328)
Net change in cash, cash equivalents and restricted cash	(1,114)	(4,452)
Cash, cash equivalents and restricted cash, beginning of period	4,942	16,156
Cash, cash equivalents and restricted cash, end of period	$ 3,828	$ 11,704
Supplemental Disclosures:		
Cash paid for interest	$ 2,355	$ 1,498
Cash paid for income taxes, net of refunds	$ —	$ 16

See accompanying notes to condensed consolidated financial statements.

WILLIAMS INDUSTRIAL SERVICES GROUP INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENT S (UNAUDITED)

NOTE 1—BUSINESS AND BASIS OF PRESENTATION

Business

Effective June 29, 2018, Global Power Equipment Group Inc. changed its name to Williams Industrial Services Group Inc. (together with its wholly owned subsidiaries, “Williams,” the “Company,” “we,” “us” or “our,” unless the context indicates otherwise) to better align its name with the Williams business. Since March 19, 2019, the Company’s stock has traded on the OTCQX® Best Market under the ticker symbol “WLMS.” Williams has been safely helping plant owners and operators enhance asset value for more than 50 years. The Company provides a broad range of construction, maintenance and support services to customers in energy, power and industrial end markets. The Company’s mission is to be the preferred provider of construction, maintenance, and specialty services through commitment to superior safety performance, focus on innovation, and dedication to delivering unsurpassed value to its customers.

Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) on a basis consistent with that used in the Annual Report on Form 10-K for the year ended December 31, 2018, filed by the Company with the United States (the “U.S.”) Securities and Exchange Commission (“SEC”) on April 1, 2019 (the “2018 Report”). In the opinion of management, the unaudited condensed consolidated financial statements reflect all adjustments, including all normal recurring adjustments necessary to present fairly the unaudited condensed consolidated balance sheets, statements of operations, comprehensive income (loss), stockholders’ equity and cash flows for the periods indicated. All significant intercompany transactions have been eliminated. The December 31, 2018 unaudited condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP. These unaudited condensed consolidated interim financial statements and accompanying notes should be read in conjunction with the audited consolidated financial statements and accompanying notes included in the 2018 Report. Accounting measurements at interim dates inherently involve greater reliance on estimates than at year-end. The results of operations for any interim period are not necessarily indicative of operations to be expected for the full year.

The Company reports on a fiscal quarter basis utilizing a “modified” 4-4-5 calendar (modified in that the fiscal year always begins on January 1 and ends on December 31). However, the Company has continued to label its quarterly information using a calendar convention. The effects of this practice are modest and only exist when comparing interim period results. The reporting periods and corresponding fiscal interim periods are as follows:

Reporting Interim Period	Fiscal Interim Period	
	2019	2018
Three Months Ended March 31	January 1, 2019 to March 31, 2019	January 1, 2018 to April 1, 2018
Three Months Ended June 30	April 1, 2019 to June 30, 2019	April 2, 2018 to July 1, 2018
Three Months Ended September 30	July 1, 2019 to September 29, 2019	July 2, 2018 to September 30, 2018

NOTE 2—LIQUIDITY

The Company’s unaudited condensed consolidated financial statements have been prepared on a going concern basis, which assumes it will be able to meet its obligations and continue its operations during the twelve-month period following the issuance of this Quarterly Report on Form 10-Q for the three and six months ended June 30, 2019 (this “Form 10-Q”). These financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Company be unable to continue as a going concern.

During 2018, management completed a series of multi-year liquidity initiatives, including:

- Exiting all of the former Products division businesses;
- Reducing the corporate headquarters personnel and consolidating the administrative offices into Tucker, Georgia;

- Refinancing the Initial Centre Lane Facility (as defined in Note 9) with the New Centre Lane Facility (as defined in Note 9), which is a four-year, $35.0 million senior secured credit agreement (for additional information, please refer to "Note 9—Debt"); and
- Entering into the MidCap Facility (as defined in Note 9), which is a three-year, $15.0 million secured asset-based revolving credit facility and allows for up to $6.0 million of non-cash collateralized letters of credit (for additional information, please refer to "Note 9—Debt").

The MidCap Facility generally provides adequate liquidity for the Company's working capital needs. However, due to certain borrowing base eligibility limitations and exclusions within the MidCap Facility, there are instances where the Company would not have sufficient availability under the MidCap Facility to meet its growth working capital requirements. The borrowing base eligibility limitations and exclusions that have the most impact on availability under the MidCap Facility are customer concentration limits, exclusion of receivables from the Company's joint ventures, and exclusion of receivables related to projects on which there is an underlying surety bond.

In early 2019, the Company identified a large, second quarter 2019 customer project which, for approximately a six week timeframe, had very significant working capital requirements. Additionally, the project had an underlying payment and performance surety bond making the resulting receivables unavailable for borrowing under the MidCap Facility. The combination of those two factors, if not addressed, would have resulted in the Company having inadequate cash to continue operations. On March 29, 2019, the Company negotiated a contract amendment with the customer which provided for the payment of the Company's weekly invoices prior to the related payroll disbursements. Additionally, the Company obtained a consent letter from the lender which increased the Company's borrowing availability by increasing the concentration limit on a major customer's receivables during the second quarter. The Company believes the combination of these two measures adequately addressed its near-term liquidity concerns.

As of the date of this Form 10-Q, management has concluded that its plan has alleviated the substantial doubt regarding the Company's ability to continue as a going concern. However, the Company's liquidity will be periodically, and for certain intervals, significantly constrained due to the working capital requirements that will be needed to execute its plans to grow the business. The risk factors described in the 2018 Report under the heading "Item 1A. Risk Factors," are still relevant to the Company's operations.

NOTE 3—RECENT ACCOUNTING PRONOUNCEMENTS

Recently Adopted Accounting Pronouncements

In June 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2018-07, "Improvements to Nonemployee Share-Based Payment Accounting," which expands the scope of Accounting Standards Codification ("ASC") Topic 718, "Compensation–Stock Compensation" and applies to all share-based payment transactions to nonemployees in which a grantor acquires goods and services to be used or consumed in a grantor's own operations by issuing share-based awards. Upon adoption of ASU 2018-07, an entity should only re-measure liability-classified awards that have not been settled by the date of adoption and equity-classified awards for which a measurement date has not been established through a cumulative-effect adjustment to retained earnings as of the beginning of the fiscal year of adoption. In the first quarter of 2019, the Company adopted ASU 2018-07, which did not have a material impact on its financial position, results of operations and cash flows.

In February 2018, the FASB issued ASU 2018-02, "Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income," which gives entities the option to reclassify the tax effects stranded in accumulated other comprehensive income as a result of the enactment of comprehensive tax legislation in December 2017, commonly referred to as the Tax Cuts and Jobs Act of 2017 (the "Tax Act"), to retained earnings. The Company adopted ASU 2018-02 effective January 1, 2019 and elected not to reclassify the income tax effects stranded in accumulated other comprehensive income to retained earnings and, as a result, there was no impact on the Company's financial position, results of operations or cash flows.

In February 2016, the FASB issued ASU 2016-02, "Leases" (ASC Topic 842), which, together with its related clarifying ASUs (collectively, "ASU 2016-02"), amended the previous guidance for lease accounting and related disclosure requirements. The new guidance requires the recognition of right-of-use assets and lease liabilities on the balance sheet for leases with terms greater than twelve months or leases that contain a purchase option that is reasonably certain to be exercised. Lessees are required to classify leases as either finance or operating leases. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease. For leases with a term of

twelve months or less, a lessee can make an accounting policy election by class of underlying asset to not recognize an asset and corresponding liability. Lessees will also be required to provide additional qualitative and quantitative disclosures regarding the amount, timing and uncertainty of cash flows arising from leases. These disclosures are intended to supplement the amounts recorded in the financial statements and provide additional information about the nature of an organization's leasing activities. On January 1, 2019, the Company adopted ASU 2016-02 using the modified retrospective method, meaning it has been applied to leases that existed or have been entered into on or after January 1, 2019 without adjusting comparative periods in the financial statements. Please refer to "Note 4–Leases" for further discussion of the adoption and the impact on the Company's financial statements.

Recently Issued Accounting Pronouncements

In August 2018, the FASB issued ASU 2018-15, "Intangibles—Goodwill and Other Internal-Use Software (Subtopic 350-40)." This update aligns the requirements for capitalizing costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal use software, including hosting arrangements that is a service contract over the term of the hosting arrangement. Further, this update requires the presentation of the expense in the statement of income, the presentation of the costs on the statement of financial position and the classification of payments in the statement of cash flows related to capitalized implementation costs to be treated the same as the fees of the associated hosting arrangement. The update is effective for annual periods beginning after December 15, 2019, and interim periods thereafter. Early adoption is permitted. The Company is currently evaluating the effect this ASU will have on its results of operations, financial position and cash flows.

In August 2018, the FASB issued ASU 2018-13, "Fair Value Measurement (Topic 820)." This amendment update modifies disclosure requirements related to fair value measurement and will be effective for fiscal years beginning after December 15, 2019 and interim periods thereafter. Implementation on a prospective or retrospective basis varies by specific disclosure requirement. Early adoption is permitted, and the standard allows for early adoption of any removed or modified disclosures upon issuance of the update, while delaying adoption of the additional disclosures until their effective date. The Company is currently evaluating this guidance to determine the impact it may have on its disclosures.

In June 2016, the FASB issued ASU 2016-13, "Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments". This update replaces the incurred loss methodology to record credit losses with a methodology which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. ASU 2016-13 replaces the existing incurred loss impairment model with an expected loss model which requires the use of forward-looking information to calculate credit loss estimates. ASU 2016-13 is effective for annual periods beginning after December 15, 2019, and interim periods within the fiscal years. Early adoption is permitted for periods beginning on or after January 1, 2019. The Company is currently evaluating the effect the adoption may have on its results of operations, financial condition and cash flows.

NOTE 4—LEASES

On January 1, 2019, the Company adopted ASU 2016-02, which amended the previous guidance for lease accounting and related disclosure requirements. The new guidance requires the recognition of right-of-use assets and lease liabilities on the balance sheet for leases with terms greater than twelve months or leases that contain a purchase option that is reasonably certain to be exercised. Lessees are required to classify leases as either finance or operating leases. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease.

The Company elected to utilize the package of practical expedients in ASC 842-10-65-1(f) that, upon adoption of ASU 2016-02, allowed entities to (1) not reassess whether any expired or existing contracts are or contain leases, (2) retain the classification of leases (e.g., operating or finance lease) existing as of the date of adoption and (3) not reassess initial direct costs for any existing leases.

The Company adopted ASU 2016-02 using the modified retrospective method, and accordingly, the new guidance was applied to leases that existed as of January 1, 2019. This resulted in the recognition of lease liabilities of $8.7 million and right-of-use-assets of $8.5 million on January 1, 2019, which included the impact of eliminating prior year deferred rent. The adoption of ASU 2016-02 did not have a material impact on the Company's results of operations or cash flows.

The Company primarily leases office space and related equipment, as well as equipment, modular units and vehicles directly used in providing services to our customers. The Company's leases have remaining lease terms of one to ten years. Most leases contain renewal options for varying periods, which are at the Company's sole discretion and included in the expected lease term if they are reasonably certain of being exercised. For leases beginning in 2019 and thereafter, the Company accounts for lease components, such as fixed payments including rent, real estate taxes, and insurance costs, separately from the non-lease components, such as common area maintenance costs.

For leases with terms greater than twelve months, the Company records the related right-of-use assets and lease liabilities at the present value of the fixed lease payments over the term at the commencement date. The Company uses its incremental borrowing rate to determine the present value of the lease as the rate implicit in the lease is typically not readily determinable.

Short-term leases (leases with an initial term of twelve months or less or leases that are cancelable by the lessee and lessor without significant penalties) are expensed on a straight-line basis over the lease term. The majority of the Company's short-term leases relate to equipment used in delivering services to its customers. These leases are entered into at agreed upon hourly, daily, weekly or monthly rental rates for an unspecified duration and typically have a termination for convenience provision. Such equipment leases are considered short-term in nature unless it is reasonably certain that the equipment will be leased for a term greater than twelve months.

The components of lease expense for the three and six months ended June 30, 2019 were as follows:

Lease Cost/(Sublease Income) (in thousands)	Three Months Ended June 30, 2019	Six Months Ended June 30, 2019
Operating lease cost	$ 1,219	$ 2,446
Short-term lease cost	711	1,017
Sublease income	(39)	(48)
Total lease cost	$ 1,891	$ 3,415

Lease cost related to finance leases were not significant for the three and six months ended June 30, 2019.

Information related to the Company's right-of use assets and lease liabilities as of June 30, 2019 was as follows:

Lease Assets/Liabilities (in thousands)	Balance Sheet Classification	June 30, 2019
Lease Assets		
Right-of-use assets	Other long-term assets	$ 7,079
Lease Liabilities		
Short-term lease liabilities	Other current liabilities	$ 3,235
Long-term lease liabilities	Other long-term liabilities	4,045
Total lease liabilities		$ 7,280

Supplemental information related to the Company's leases for the six months ended June 30, 2019 was as follows:

(in thousands)	Six Months Ended June 30, 2019
Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash used by operating leases	$ 2,462
Right-of-use assets obtained in exchange for new operating lease liabilities	9,192
Right-of-use assets obtained in exchange for new finance lease liabilities	27
Weighted-average remaining lease term - operating leases	2.67 years
Weighted-average remaining lease term - finance leases	4.74 years
Weighted-average discount rate - operating leases	9%
Weighted-average discount rate - finance leases	9%

Total remaining lease payments under the Company's operating and finance leases are as follows:

Year Ended December 31,	Operating Leases	Finance Leases
	(in thousands)	
Remainder of 2019	$ 2,196	$ 4
2020	2,870	6
2021	2,246	6
2022	599	5
2023	144	5
Thereafter	1	1
Total lease payments	$ 8,056	$ 27
Less: interest	(802)	(1)
Present value of lease liabilities	$ 7,254	$ 26

NOTE 5—CHANGES IN BUSINESS

Restructuring Charges

In 2018, the Company made the decision to relocate its corporate headquarters to Tucker, Georgia and vacated its existing leased office space in Irving, Texas on September 30, 2018. The Company recorded exit costs related to the leased office space and the termination of certain personnel. The balance of the restructuring accrual is included in other current liabilities on the Company's unaudited condensed consolidated balance sheets.

The following table shows the restructuring activities for the six months ended June 30, 2019:

	June 30, 2019		
(in thousands)	Lease	Severance	Total
Balance, December 31, 2018	$ 367	$ 2,889	$ 3,256
Payments for restructuring	(136)	(1,903)	(2,039)
Balance, June 30, 2019	$ 231	$ 986	$ 1,217

In March 2019, the Company entered into a short-term sublease of its former headquarters facility in which the rental period is co-terminus with the primary lease, which ends in November 2019. Under the sublease arrangement, the sublessee is obligated to pay the Company sublease payments and the Company recognizes those payments as a reduction of the fixed lease costs. The sublease income was immaterial for the three months and six months ended June 30, 2019.

Discontinued Operations

Electrical Solutions

During the fourth quarter of 2017, the Company made the decision to exit and sell its Electrical Solutions segment (which was comprised solely of Koontz-Wagner Custom Controls Holdings LLC ("Koontz-Wagner"), a wholly owned subsidiary of the Company) in an effort to reduce the Company's outstanding term debt. The Company determined that the decision to exit this segment met the definition of a discontinued operation. As a result, this segment has been presented as a discontinued operation for all periods presented. In connection with the Company's decision to sell the Electrical Solutions segment, the Company performed an impairment analysis on this segment's finite- and indefinite-lived intangible assets (customer relationships and trade names, respectively) and determined that their carrying value exceeded their fair value. As a result, in the fourth quarter of 2017, the Company recorded an impairment charge of $9.7 million related to these intangible assets. After the impairment charge, the fair value of this segment's intangible assets was zero at December 31, 2017. Determining fair value is judgmental in nature and requires the use of significant estimates and assumptions, considered to be Level 3 inputs. There were no non-recurring fair value re-measurements related to the Electrical Solutions segment during the year ended December 31, 2018 or the three and six months ended June 30, 2019.

In spite of the Company's efforts, which included retaining financial advisors to sell all or part of Koontz-Wagner's operations, inside or outside of a federal bankruptcy or state court proceeding (including Chapter 11 of Title 11 of the U.S. Bankruptcy Code), the proposed disposition did not progress as planned due, primarily, to the absence of viable bids in the sale process, the inability of Koontz-Wagner to fund its ongoing operations or obtain financing to do so, and Koontz-Wagner's deteriorating

financial performance. As a result, on July 11, 2018, Koontz-Wagner filed a voluntary petition for relief under Chapter 7 of Title 11 of the U.S. Bankruptcy Code with the U.S. Bankruptcy Court for the Southern District of Texas. The filing was for Koontz-Wagner only, not for the Company as a whole, and was completely separate and distinct from the Williams business and operations.

As a result of the July 11, 2018 bankruptcy of Koontz-Wagner, the Company recorded $11.4 million of exit costs, which were included in loss from discontinued operations in the Company's consolidated statements of operations for the year ended December 31, 2018. These charges consisted of a $4.0 million fee related to a fifth amendment of the Initial Centre Lane Facility, a pension withdrawal liability of $2.9 million related to Koontz-Wagner's International Brotherhood of Electrical Workers Local Union 1392 multi-employer pension plan, a $1.8 million negotiated settlement of the Company's guarantee of Koontz-Wagner's Houston, Texas facility lease agreement and a $2.7 million liability as a result of the Company providing affected Koontz-Wagner employees with 60 days of salary continuation, as well as the difference between each employee's cost of health care at the time of their employment termination and the cost of continued benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). The Company satisfied the liability related to the lease guarantee settlement and substantially all of the salary and benefit continuation liability through cash payments by the end of 2018. The pension liability is expected to be satisfied by annual cash payments of $0.3 million each, paid in quarterly installments, over the next twenty years.

Mechanical Solutions

On March 21, 2018, the Company closed on the sale of its office building in Heerlen, Netherlands for $0.3 million, resulting in an immaterial gain on sale, which was reflected in loss from discontinued operations before income tax expense (benefit) in the Company's unaudited condensed consolidated statement of operations for the six months ended June 30, 2018.

In connection with the sale of its Mechanical Solutions segment during 2017, the Company entered into a transition services agreement with the purchaser to provide certain accounting and administrative services for an initial period of nine months. During the three and six months ended June 30, 2019, the Company did not provide services for the purchaser. For the three and six months ended June 30, 2018, the Company provided $0.1 million and $0.2 million, respectively, in services for the purchaser, which was included in general and administrative expenses from continuing operations in the unaudited condensed consolidated statement of operations.

In April 2019, the purchaser of our former Mechanical Solutions segment went into receivership and in connection with this event, the Company recognized a write down to the estimated fair value of its amounts due of $0.2 million in the three months ended March 31, 2019. This charge was included in general and administrative expenses from continuing operations in the unaudited condensed consolidated statement of operations for the six months ended June 30, 2019. The Company has remaining balances of $0.2 million and $0.8 million included in other current assets and other current liabilities, respectively, on the June 30, 2019 unaudited condensed consolidated balance sheet. Management continues to monitor the status of the bankruptcy proceedings and believes the amounts recorded in its financial statements as of June 30, 2019 materially reflect the fair value of the related asset and liability.

As of June 30, 2019 and December 31, 2018, the Company did not have any assets related to its Electrical and Mechanical Solutions' discontinued operations. The following table presents a reconciliation of the carrying amounts of major classes of liabilities of Electrical and Mechanical Solutions' discontinued operations:

(in thousands)	June 30, 2019	December 31, 2018
Liabilities:		
Accrued compensation and benefits	$ 23	$ 259
Other current liabilities	347	381
Current liabilities of discontinued operations	370	640
Liability for pension obligation	2,745	2,781
Liability for uncertain tax positions	1,742	2,407
Long-term liabilities of discontinued operations	4,487	5,188
Total liabilities of discontinued operations	$ 4,857	$ 5,828

The following table presents a reconciliation of the major classes of line items constituting the net income (loss) from discontinued operations. In accordance with GAAP, the amounts in the table below do not include an allocation of corporate overhead.

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2019	2018	2019	2018
Revenue				
Electrical Solutions	$ —	$ 6,197	$ —	$ 19,041
Total revenue	—	6,197	—	19,041
Cost of revenue				
Electrical Solutions	—	6,868	—	20,323
Total cost of revenue	—	6,868	—	20,323
Selling and marketing expenses	—	234	—	173
General and administrative expenses	4	1,223	14	2,366
Gain on disposal - Mechanical Solutions	—	115	—	91
Other	53	(48)	107	(9)
Loss from discontinued operations before income tax	(57)	(2,195)	(121)	(3,903)
Income tax expense (benefit)	(776)	(725)	(748)	(683)
Loss from discontinued operations	$ 719	$ (1,470)	$ 627	$ (3,220)

NOTE 6—REVENUE

Disaggregation of Revenue

Disaggregated revenue by type of contract was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2019	2018	2019	2018
Cost-plus reimbursement contracts	$ 64,796	$ 39,332	$ 108,299	$ 73,109
Fixed-price contracts	6,670	8,643	13,819	17,987
Total	$ 71,466	$ 47,975	$ 122,118	$ 91,096

Disaggregated revenue by the geographic area where the work was performed was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2019	2018	2019	2018
United States	$ 66,898	$ 47,975	$ 116,102	$ 91,096
Canada	4,568	—	6,016	—
Total	$ 71,466	$ 47,975	$ 122,118	$ 91,096

Contract Balances

The Company enters into contracts that allow for periodic billings over the contract term that are dependent upon specific advance billing terms, as services are provided, or as milestone billings based on completion of certain phases of work. Projects with performance obligations recognized over time that have costs and estimated earnings recognized to date in excess of cumulative billings are reported in the Company's unaudited condensed consolidated balance sheets as contract assets. Projects with performance obligations recognized over time that have cumulative billings in excess of costs and estimated earnings recognized to date are reported in the Company's unaudited condensed consolidated balance sheets as contract liabilities. At any point in time, each project in process could have either contract assets or contract liabilities.

The following table provides information about contract assets and contract liabilities from contracts with customers:

(in thousands)	June 30, 2019	December 31, 2018
Costs incurred on uncompleted contracts	$ 106,305	$ 160,368
Earnings recognized on uncompleted contracts	15,795	28,581
Total	122,100	188,949
Less—billings to date	(113,305)	(184,009)
Net	$ 8,795	$ 4,940
Contract assets	$ 12,092	$ 8,218
Contract liabilities	(3,297)	(3,278)
Net	$ 8,795	$ 4,940

For the three and six months ended June 30, 2019, the Company recognized revenue of less than $0.1 million and approximately $0.9 million, respectively, that was included in the corresponding contract liability balance at December 31, 2018.

Remaining Performance Obligations

The following table includes estimated revenue expected to be recognized in the future related to performance obligations that are unsatisfied (or partially unsatisfied) as of June 30, 2019:

(in thousands)	Remainder of 2019	2020	2021	Thereafter	Total
Remaining performance obligations	$ 77,521	$ 129,521	$ 99,112	$ 102,865	$ 409,019

NOTE 7—EARNINGS (LOSS) PER SHARE

As of June 30, 2019, the Company's 19,019,408 shares outstanding included 307,164 shares of contingently issued but unvested restricted stock. As of June 30, 2018, the Company's 18,486,758 shares outstanding included 193,589 shares of contingently issued but unvested restricted stock. Restricted stock is excluded from the calculation of basic weighted average shares outstanding, but its impact, if dilutive, is included in the calculation of diluted weighted average shares outstanding.

Basic earnings (loss) per common share are calculated by dividing net income (loss) by the weighted average common shares outstanding during the period. Diluted earnings (loss) per common share are based on the weighted average common shares outstanding during the period, adjusted for the potential dilutive effect of common shares that would be issued upon the vesting and release of restricted stock awards and units.

Basic and diluted earnings (loss) per common share from continuing operations were calculated as follows:

(in thousands, except per share data)	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Income (loss) from continuing operations	$ 1,286	$ (6,024)	$ 1,681	$ (8,262)
Basic earnings (loss) per common share:				
Weighted average common shares outstanding	18,712,244	18,233,226	18,613,097	18,087,368
Basic earnings (loss) per common share	$ 0.07	$ (0.33)	$ 0.09	$ (0.46)
Diluted earnings (loss) per common share:				
Weighted average common shares outstanding	18,712,244	18,233,226	18,613,097	18,087,368
Diluted effect:				
Unvested portion of restricted stock units and awards	308,863	—	470,334	—
Weighted average diluted common shares outstanding	19,021,107	18,233,226	19,083,431	18,087,368
Diluted earnings (loss) per common share	$ 0.07	$ (0.33)	$ 0.09	$ (0.46)

The weighted average number of shares outstanding used in the computation of basic and diluted loss per common share does not include the effect of the following potentially outstanding common stock. The effects of these potentially outstanding shares were not included in the calculation of diluted loss per common share because the effect would have been anti-dilutive.

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Unvested service-based restricted stock and restricted stock unit awards	228,776	1,515	228,776	1,515
Unvested performance- and market-based restricted stock unit awards	878,147	279,304	878,147	279,304
Stock options	122,000	122,000	122,000	122,000

NOTE 8—INCOME TAXES

The effective income tax rate for continuing operations for the three and six months ended June 30, 2019 and 2018 was as follows:

	Three Months Ended June 30, 2019	Three Months Ended June 30, 2018	Six Months Ended June 30, 2019	Six Months Ended June 30, 2018
Effective income tax rate for continuing operations	1.2%	(3.8)%	4.5%	(6.5)%

The effective income tax rate differs from the statutory federal income tax rate of 21% primarily because of the full valuation allowances recorded on the Company's deferred tax assets.

For each of the three and six months ended June 30, 2019, the Company recorded income tax expense from continuing operations of less than $0.1 million, respectively, compared with income tax expense from continuing operations in the corresponding periods in 2018 of $0.2 million and $0.5 million, respectively. The decrease in income tax provision from continuing operations for the three and six months ended June 30, 2019 compared with the corresponding periods in 2018 was primarily related to a $0.5 million increase in indefinite-lived deferred tax assets related to an interest expense addback under Section 163(j) of the Internal Revenue Code and the post-2017 U.S. net operating loss that can be used to offset indefinitely-lived intangible deferred tax liabilities.

As of June 30, 2019 and 2018, the Company would have needed to generate approximately $278.4 million and $259.7 million, respectively, of future financial taxable income to realize its deferred tax assets.

The Company's foreign subsidiaries may generate earnings that are not subject to U.S. income taxes so long as they are permanently reinvested in its operations outside of the U.S. Pursuant to ASC Topic No. 740-30, undistributed earnings of foreign subsidiaries that are no longer permanently reinvested would become subject to deferred income taxes. As of June 30, 2019 and 2018, the Company did not have any undistributed earnings in its foreign subsidiaries because all of their earnings were either taxed as deemed dividends or included with the provisional estimate of one-time transition tax as of December 31,

2017.

As of June 30, 2019 and December 31, 2018, the Company provided for a total liability of $2.7 million and $3.4 million, respectively, of which $1.8 million and $2.5 million, respectively, was related to discontinued operations, for unrecognized tax benefits related to various federal, foreign and state income tax matters, which was included in long-term deferred tax assets and other long-term liabilities. If recognized, the entire amount of the liability would affect the effective tax rate. As of June 30, 2019, the Company accrued approximately $1.2 million, of which $0.8 million was related to its discontinued operations, in other long-term liabilities for potential payment of interest and penalties related to uncertain income tax positions.

NOTE 9—DEBT

As of June 30, 2019 and December 31, 2018, the Company had the following debt, net of unamortized deferred financing costs:

(in thousands)	June 30, 2019	December 31, 2018
MidCap Facility	$ 3,642	$ 3,274
Current portion of New Centre Lane Facility	700	525
Current debt	$ 4,342	$ 3,799
New Centre Lane Facility	34,037	34,387
Unamortized deferred financing costs	(1,219)	(1,409)
Long-term debt, net	$ 32,818	$ 32,978
Total debt, net	$ 37,160	$ 36,777

MidCap Facility

On October 11, 2018, the Company entered into a three-year, $15.0 million Credit and Security Agreement with MidCap Financial Trust (“MidCap”), as agent and as a lender, and other lenders that may be added as a party thereto (the “MidCap Facility”). The MidCap Facility is a secured asset-based revolving credit facility that provides borrowing availability against 85% of eligible accounts receivable and the lesser of 80% of eligible contract assets and $1.0 million, after certain customary exclusions and reserves, and allows for up to $6.0 million of non-cash collateralized letters of credit. The borrowing base eligibility limitations and exclusions that have the most impact on availability under the MidCap facility are customer concentration limits, exclusion of receivables from the Company’s joint ventures, and exclusion of receivables related to projects on which there is an underlying surety bond. The Company can, if necessary, make daily borrowings under the MidCap Facility with same day funding. The outstanding loan balance under the MidCap Facility is reduced through the daily automated sweeping of the Company’s depository accounts to the lender’s account under the terms of deposit account control agreements. As of June 30, 2019 and December 31, 2018, the Company had $3.6 million and $3.3 million, respectively, outstanding under the MidCap Facility, which was included in short-term borrowings on the unaudited condensed consolidated balance sheets. As of June 30, 2019, the Company had $4.6 million in available borrowings under the MidCap facility.

Borrowings under the MidCap Facility bear interest at the London Interbank Offered Rate (“LIBOR”) plus 6.0% per year, subject to a minimum LIBOR rate of 1.0%, and are payable in cash on a monthly basis.

The Company must pay a customary unused line fee equal to 0.5% per annum of the average unused portion of the commitments under the MidCap Facility, certain other customary administration fees and a minimum balance fee. In addition, while any letters of credit are outstanding under the MidCap Facility, the Company must pay a letter of credit fee equal to 6.0% per annum, in addition to any other customary fees required by the issuer of the letter of credit.

The Company’s obligations under the MidCap Facility are secured by first priority liens on substantially all of its assets, other than the Excluded Collateral (as defined in the MidCap Facility), subject to the terms of an intercreditor agreement, dated as of October 11, 2018 (the “Intercreditor Agreement”), entered into by an affiliate of Centre Lane, as a lender under the New Centre Lane Facility (as defined below), and MidCap, as agent, and to which the Company consented. The Intercreditor Agreement was entered into as required by the MidCap Facility and the New Centre Lane Facility. The first priority liens previously granted by the Company and certain of its wholly owned subsidiaries in favor of the Centre Lane affiliate in connection with the New Centre Lane Facility are also subject to the Intercreditor Agreement, which, among other things, specifies the relative lien priorities of the secured parties under each of the MidCap Facility and the New Centre Lane Facility in the relevant collateral. It contains customary provisions regarding, among other things, the rights of the respective secured parties to take enforcement actions against the collateral and certain limitations on amending the documentation governing each of the MidCap

Facility and the New Centre Lane Facility. Additionally, it provides secured parties under each of the MidCap Facility and the New Centre Lane Facility the option, in certain instances, to purchase all outstanding obligations of the Company under the other respective loan.

The Company may from time to time voluntarily prepay outstanding amounts under the MidCap Facility, in whole or in part, in a minimum amount of $0.1 million. If at any time the amount outstanding under the MidCap Facility exceeds the borrowing base in effect at such time, the Company must repay the excess amount in cash, cash collateralize liabilities under letters of credit, or cause the cancellation of outstanding letters of credit (or any combination of the foregoing), in an aggregate amount equal to such excess. The Company is also required to repay certain amounts outstanding under the MidCap Facility upon the occurrence of certain events involving the assets upon which the borrowing base is calculated, including receipt of payments or proceeds from the Company's accounts receivable, certain casualty proceeds in excess of $25,000, and receipt of proceeds following certain asset dispositions. The Company also has certain reimbursement obligations in the event of payments by the agent or a lender against draws under outstanding letters of credit.

In the event the MidCap Facility is terminated (by reason of an event of default or otherwise) 90 days or more prior to the maturity date, the Company will be required to pay a prepayment fee in an amount equal to the aggregate commitment under the MidCap Facility at the time of termination, multiplied by 2.0% in the first year following October 11, 2018, 1.5% in the second year, and 1.0% in the first nine months of the third year.

The MidCap Facility requires the Company to regularly provide financial information to the lenders, and, beginning on December 31, 2018, to maintain certain total leverage and fixed charge coverage ratios and meet minimum consolidated adjusted EBITDA and minimum liquidity requirements (each of which as defined in the MidCap Facility). As of June 30, 2019, the Company was in compliance with these requirements.

The MidCap Facility also contains customary representations and warranties, as well as customary affirmative and negative covenants. The MidCap Facility contains covenants that may, among other things, limit the Company's ability to incur additional debt, incur liens, make investments, engage in mergers, dispositions or sale-leasebacks, engage in new lines of business or certain transactions with affiliates and change accounting policies or fiscal year.

Events of default under the MidCap Facility include, but are not limited to, failure to timely pay any amounts due and owing, a breach of certain covenants or any representations or warranties, the commencement of any bankruptcy or other insolvency proceeding, judgments in excess of certain acceptable amounts, certain events related to ERISA matters, impairment of security interests in collateral or invalidity of guarantees or security documents, and a default or event of default under the New Centre Lane Facility or the Intercreditor Agreement.

Upon default, MidCap would have the right to declare all borrowings under the MidCap Facility to be immediately due and payable, together with accrued interest and fees, and exercise remedies under the other Financing Documents (as defined in the MidCap Facility).

Centre Lane Facilites

In June 2017, the Company refinanced and replaced its then-existing debt with a 4.5-year senior secured term loan facility with an affiliate of Centre Lane Partners, LLC ("Centre Lane") as Administrative Agent and Collateral Agent, and the other lenders from time to time party thereto (as amended, the "Initial Centre Lane Facility"). The Initial Centre Lane Facility did not provide for working capital borrowings or access to additional letters of credit. These restrictions were addressed when the Company refinanced and replaced the Initial Centre Lane Facility with a new Centre Lane Facility and when it entered into the MidCap Facility discussed above.

On September 18, 2018, the Company refinanced and replaced the Initial Centre Lane Facility, with a four-year, $35.0 million senior secured credit agreement with an affiliate of Centre Lane as Administrative Agent and Collateral Agent, and the other lenders from time to time party thereto (the "New Centre Lane Facility"). The New Centre Lane Facility requires payment of an annual administration fee of $25,000. Borrowings under the New Centre Lane Facility bear interest at LIBOR (with a minimum rate of 2.5%) plus 10% per year, payable monthly in cash. The Company must repay an amount equal to 0.25% of the original aggregate principal amount of the New Centre Lane Facility in consecutive quarterly installments, beginning on December 31, 2018 through June 30, 2019. The Company must repay an amount equal to 0.50% of the original aggregate principal amount of the New Centre Lane Facility in consecutive quarterly installments, beginning on September 30, 2019.

The Company's obligations under the New Centre Lane Facility are guaranteed by all of its wholly owned domestic

subsidiaries, subject to customary exceptions. The Company's obligations are secured by first priority security interests on substantially all of its assets and those of its wholly owned domestic subsidiaries. This includes 100% of the voting equity interests of the Company's domestic subsidiaries and 65% of the voting equity interests of other directly owned foreign subsidiaries, subject to customary exceptions.

Beginning on September 19, 2019, the Company may voluntarily prepay the New Centre Lane Facility at any time or from time to time, in whole or in part, in a minimum amount of $1.0 million of the outstanding principal amount, plus any accrued but unpaid interest on the aggregate principal amount being prepaid, plus a prepayment premium, to be calculated as follows (the "Prepayment Premium"):

Period	Prepayment Premium as a Percentage of Aggregate Outstanding Principal Prepaid
September 19, 2019 to September 18, 2021	1%
After September 18, 2021	0%

Subject to certain exceptions, the Company must prepay an aggregate principal amount equal to 75% of its Excess Cash Flow (as defined in the New Centre Lane Facility), minus the sum of all voluntary prepayments, within five business days after the date that is 90 days following the end of each fiscal year. The New Centre Lane Facility also requires mandatory prepayment of certain amounts in the event the Company or its subsidiaries receive proceeds from certain events and activities, including, among others, asset sales, casualty events, the issuance of indebtedness and equity interests not otherwise permitted under the New Centre Lane Facility and the receipt of tax refunds or extraordinary receipts in excess of $500,000, plus, in certain instances, the applicable Prepayment Premium, calculated as set forth above.

The New Centre Lane Facility contains customary representations and warranties, as well as customary affirmative and negative covenants. The New Centre Lane Facility contains covenants that may, among other things, limit the Company's ability to incur additional debt, incur liens, make investments or capital expenditures, declare or pay dividends, engage in mergers, acquisitions and dispositions, engage in new lines of business or certain transactions with affiliates and change accounting policies or fiscal year.

Events of default under the New Centre Lane Facility include, but are not limited to, a breach of any of the financial covenants or any representations or warranties, failure to timely pay any amounts due and owing, the commencement of any bankruptcy or other insolvency proceeding, judgments in excess of certain acceptable amounts, the occurrence of a change in control, certain events related to ERISA matters and impairment of security interests in collateral or invalidity of guarantees or security documents.

Upon a default under the New Centre Lane Facility, the Company's senior secured lenders would have the right to accelerate the then-outstanding amounts under such facility and to exercise their rights and remedies to collect such amounts, which would include foreclosing on collateral constituting substantially all of the Company's assets and those of its subsidiaries. However, in October 2018, the Company entered into the MidCap Facility, which provides for a secured asset-based revolving credit facility that provides borrowing availability against 85% of eligible accounts receivable and 80% of eligible contract assets; as such, the lenders under the MidCap Facility hold a first priority lien on the Company's accounts receivable and contract assets.

The Company's borrowing rate under the New Centre Lane Facility as of June 30, 2019 was 12.5%.

Letters of Credit and Bonds

In line with industry practice, the Company is often required to provide letters of credit and surety and performance bonds to customers. These letters of credit and bonds provide credit support and security for the customer if the Company fails to perform its obligations under the applicable contract with such customer.

The MidCap Facility allows for up to $6.0 million of non-cash collateralized letters of credit at 6.0% interest, of which the Company had $3.3 million outstanding as of June 30, 2019. There were no amounts drawn upon these letters of credit.

In addition, as of June 30, 2019 and December 31, 2018, the Company had outstanding payment and performance surety bonds of $67.9 million and $51.1 million, respectively.

Deferred Financing Costs

Deferred financing costs are amortized over the terms of the related debt facilities using the effective yield method. The following table summarizes the amortization of deferred financing costs related to the Company's debt facilities and recognized in interest expense on the unaudited condensed consolidated statements of operations:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Initial Centre Lane Facility	$ —	$ 163	$ —	$ 219
New Centre Lane Facility	95	—	190	—
MidCap Facility	59	—	118	—
Total	$ 154	$ 163	$ 308	$ 219

The following table summarizes unamortized deferred financing costs on the Company's unaudited condensed consolidated balance sheets:

(in thousands)	**Location**	**June 30, 2019**	**December 31, 2018**
New Centre Lane Facility	Long-term debt, net	$ 1,219	$ 1,409
MidCap Facility	Other long-term assets	536	654
Total		$ 1,755	$ 2,063

NOTE 10—FINANCIAL INSTRUMENTS

Fair Value of Financial Instruments

ASC 820–Fair Value Measurement defines fair value as the exit price, which is the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. ASC 820 also establishes a three-tier fair value hierarchy, which categorizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in the active markets for identical assets and liabilities and the lowest priority to unobservable inputs.

The Company’s financial instruments as of June 30, 2019 and December 31, 2018 consisted primarily of cash and cash equivalents, restricted cash, receivables, payables and debt instruments. The carrying values of these financial instruments approximate their respective fair values, as they are either short-term in nature or carry interest rates that are periodically adjusted to market rates.

NOTE 11—COMMITMENTS AND CONTINGENCIES

Litigation and Claims

The Company is from time to time party to various lawsuits, claims and other proceedings that arise in the ordinary course of its business. With respect to all such lawsuits, claims and proceedings, the Company records a reserve when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. The Company does not believe that the resolution of any currently pending lawsuits, claims and proceedings, either individually or in the aggregate, will have a material adverse effect on its financial position, results of operations or liquidity. However, the outcomes of any currently pending lawsuits, claims and proceedings cannot be predicted, and therefore, there can be no assurance that this will be the case.

A putative shareholder class action, captioned Budde v. Global Power Equipment Group Inc., was filed in the U.S. District Court for the Northern District of Texas naming the Company and certain former officers as defendants. This action and another action were filed on May 13, 2015 and June 23, 2015, respectively, and on July 29, 2015, the court consolidated the two actions and appointed a lead plaintiff. On May 1, 2017, the lead plaintiff filed a second consolidated amended complaint that named the Company and three of its former officers as defendants. It alleged violations of the federal securities laws arising out of matters related to the Company’s restatement of certain financial periods and claims that the defendants made material misrepresentations and omissions of material fact in certain public disclosures during the putative class period in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and Rule 10b-5, as promulgated thereunder. The claims were filed on behalf of a putative class of persons who acquired the Company’s stock between September 7, 2011 and May 6, 2015, and sought monetary damages of “more than $200 million” on behalf of the putative class and an award of costs and expenses, including attorneys’ fees and experts’ fees. On June 26, 2017, the Company and the individual defendants filed a motion to dismiss the complaint. After full briefing, on December 27, 2017, the court

issued a memorandum opinion and order granting the motion to dismiss and allowing the plaintiffs until January 15, 2018 to file an amended complaint. The court found that, with respect to each of the defendants, plaintiffs failed to plead facts supporting a strong inference of scienter, or the required intent to deceive, manipulate or defraud, or act with severe recklessness. On January 15, 2018, the plaintiffs filed their third amended complaint, and in response the Company filed a renewed motion to dismiss. After full briefing and oral argument, on September 11, 2018, the court dismissed with prejudice the third amended complaint. The court found that, even with plaintiffs' amended allegations, plaintiffs failed to plead facts supporting a strong inference of scienter. Also on September 11, 2018, plaintiffs filed a notice of appeal to the United States Court of Appeals for the Fifth Circuit. Plaintiffs' appeal is briefed and currently pending before that court. Litigation is subject to many uncertainties, and the outcome of this action is not predictable with assurance. At this time, the Company is unable to predict the possible loss or range of loss, if any, associated with the resolution of this litigation, or any potential effect such may have on the Company or its business or operations.

In previous periods, the Company reported that a former operating unit of the Company had been named as a defendant in a limited number of asbestos personal injury lawsuits. Neither the Company nor its predecessors ever mined, manufactured, produced or distributed asbestos fiber, the material that allegedly caused the injury underlying these actions. As of April 2019, all pending asbestos-related litigation against such former operating unit had been dismissed, and there are no longer any such claims outstanding against the unit. Such litigation did not have a material adverse effect on the Company's financial position, results of operations or liquidity.

NOTE 12—STOCK-BASED COMPENSATION PLANS

During the first half of 2019, the Company granted 21,500 service-based restricted stock units and 21,500 market-based restricted stock units, both out of treasury stock, at a grant date fair value of $2.60 per share and $0.75 per share, respectively. The service-based restricted stock units will vest ratably over a period of three years; the market-based restricted stock units will vest, in whole or in part, if the stock price goal is met on or before June 30, 2021. The fair value of the market-based restricted stock units is estimated using the Monte Carlo simulation model.

In addition, during the first half of 2019, the Company granted 358,613 service-based restricted stock units under the 2015 Equity Incentive Plan at a grant date fair value of $2.35 per share. These service-based restricted stock units vest ratably over a three-year period beginning on March 31, 2020. The fair value of service-based restricted stock units represents the closing price of the Company's commons stock on the date of grant.

The Company also awarded 723,577 performance-based restricted stock units under the 2015 Equity Incentive Plan during the first half of 2019. These performance-based restricted stock units vest ratably over a three-year period beginning on March 31, 2020. Performance objectives are established by the Compensation Committee of the Board of Directors (the "Compensation Committee") on an annual basis. For the 2019 performance period, the performance objective is based on the Company's backlog performance target as of December 31, 2019. Performance objectives for the two succeeding years will be established by the Compensation Committee in the respective performance period. Award payouts range from a threshold of 50% to a maximum of 200% for each respective annual performance period. The fair value of the performance-based restricted stock units with an established 2019 performance objective represents the closing price of the Company's common stock on the date of grant. The fair value of the performance-based restricted stock units that will vest on March 31, 2021 and 2022 will be measured in the year that the respective performance objective is established and approved by the Compensation Committee.

During the first half of 2019, the Company granted service-based restricted stock awards out of treasury stock totaling 149,639 shares to its five non-employee directors, which vest in four equal annual installments on January 22 of each of 2020, 2021, 2022 and 2023.

Stock-based compensation expense for the three months ended June 30, 2019 and 2018 was $0.6 million and $0.3 million, respectively, and $0.9 and $0.5 million for the six months ended June 30, 2019 and 2018, respectively, and was included in general and administrative expenses on the Company's unaudited condensed consolidated statements of operations.

Item 2. Management's Discussio n and Analysis of Financial Condition and Results of Operations.

Cautionary Statement Regarding Forward-Looking Statements

This Form 10-Q and its exhibits contain or incorporate by reference various forward-looking statements that express a belief, expectation or intention or are otherwise not statements of historical fact. Forward-looking statements generally use forward-looking words, such as "may," "will," "could," "project," "believe," "anticipate," "expect," "estimate," "continue," "potential," "plan," "forecast" and other words that convey the uncertainty of future events or outcomes. These forward-looking statements are not guarantees of our future performance and involve risks, uncertainties, estimates and assumptions that are difficult to predict. Therefore, our actual outcomes and results may differ materially from those expressed in these forward-looking statements. Investors should not place undue reliance on any of these forward-looking statements. Except as required by law, we undertake no obligation to further update any such statements, or the risk factors described in our 2018 Report under the heading "Item 1A. Risk Factors," to reflect new information, the occurrence of future events or circumstances or otherwise. The forward-looking statements in this Form 10-Q do not constitute guarantees or promises of future performance. Forward-looking statements may include information concerning the following, among other items:

- our high level of indebtedness;
- our ability to make interest and principal payments on our debt and satisfy the financial and other covenants contained in the New Centre Lane Facility and the MidCap Facility;
- our ability to engage in certain transactions and activities due to limitations and covenants contained in the New Centre Lane Facility and the MidCap Facility;
- our ability to enter into new lending facilities, if needed, and to obtain adequate surety bonding and letters of credit;
- our ability to generate sufficient cash resources to continue funding operations, including investments in working capital required to support growth-related commitments that we make to our customers, and the possibility that we continue to incur further losses from operations in the future;
- the possibility that our independent registered public accounting firm may include an explanatory paragraph in its audit opinion that accompanies our financial statements for the year ended December 31, 2019 indicating that our debt covenants and liquidity position raise substantial doubt about our ability to continue as a going concern or that such firm fails to stand for reappointment;
- exposure to market risks from changes in interest rates, including changes to LIBOR;
- the possibility we may be required to write-down additional amounts of goodwill and other indefinite-lived assets;
- our pending putative securities class action;
- our material weaknesses in internal control over financial reporting and our ability to maintain effective controls over financial reporting in the future;
- changes in our senior management, financial reporting and accounting teams, the ability of such persons to successfully perform their roles, and our ability to attract and retain qualified personnel, skilled workers and key officers;
- a failure to successfully implement or realize our business strategies, plans and objectives of management and liquidity, operating and growth initiatives and opportunities;
- the loss of one or more of our significant customers;
- our competitive position;
- market outlook and trends in our industry, including the possibility of reduced investment in, or increased regulation of, nuclear power plants;
- costs exceeding estimates we use to set fixed-price contracts;
- harm to our reputation or profitability due to, among other things, internal operational issues, poor subcontractor performances or subcontractor insolvency;
- potential insolvency or financial distress of third parties, including our customers and suppliers;
- our contract backlog and related amounts to be recognized as revenue;
- our ability to maintain our safety record;
- changes in our credit profile and market conditions affecting our relationships with suppliers, vendors and subcontractors;
- compliance with environmental, health, safety and other related laws and regulations;
- our ability to successfully expand our business outside of the U.S.;
- expiration of the Price-Anderson Act's indemnification authority;
- our expected financial condition, future cash flows, results of operations and future capital and other expenditures;

- the impact of general economic conditions;
- information technology vulnerabilities and cyberattacks on our networks;
- our failure to comply with applicable laws and regulations, including, but not limited to, those relating to privacy and anti-bribery;
- our participation in multiemployer pension plans;
- the impact of any disruptions resulting from the expiration of collective bargaining agreements;
- future liabilities, fees and expenses resulting from the Koontz-Wagner bankruptcy filing;
- availability of raw materials and inventories;
- the impact of natural disasters and other severe catastrophic events;
- future income tax payments and utilization of net operating loss and foreign tax credit carryforwards, including any impact relating to the Tax Act or other tax changes;
- future compliance with orders of and agreements with regulatory agencies;
- volatility of the market price for our common stock and our stockholders' ability to resell their shares of common stock;
- our ability to pay cash dividends in the future;
- the impact of activist shareholder actions;
- the impact of future sales of our common stock on the market price of such stock;
- expected outcomes of legal or regulatory proceedings and their expected effects on our results of operations, including the bankruptcy filing by Koontz-Wagner; and
- any other statements regarding future growth, future cash needs, future operations, business plans and future financial results.

These forward-looking statements represent our intentions, plans, expectations, assumptions and beliefs about future events and are subject to risks, uncertainties and other factors, including unpredictable or unanticipated factors that we have not discussed in this Form 10-Q. Many of those factors are outside of our control and could cause actual results to differ materially from the results expressed or implied by the forward-looking statements.

In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements might not occur or might occur to a different extent or at a different time than we have described. Investors should consider the areas of risk and uncertainty described above, as well as those discussed in the 2018 Report under the heading "Item 1A. Risk Factors." Except as may be required by applicable law, we undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, and we caution investors not to rely upon them unduly.

The following discussion provides an analysis of the results of continuing operations, an overview of our liquidity and capital resources and other items related to our business. Unless otherwise specified, the financial information and discussion in this Form 10-Q are as of and for the three and six months ended June 30, 2019 and are based on our continuing operations; they exclude any results of our discontinued operations. Please refer to "Note 5—Changes in Business" to the unaudited condensed consolidated financial statements included in this Form 10-Q for additional information on our discontinued operations.

This discussion and analysis should be read in conjunction with our unaudited condensed consolidated financial statements and notes thereto included in this Form 10-Q and our audited consolidated financial statements and notes thereto included in the 2018 Report.

Backlog

The services we provide are typically carried out under construction contracts, long-term maintenance contracts and master service agreements. Total backlog represents the dollar amount of revenue expected to be recorded in the future for work performed under awarded contracts. Previously, we reported backlog as orders from fixed-price contracts plus the amount of revenue we expected to receive in the next twelve-month period from cost-plus contracts, regardless of the remaining life of the cost-plus contract. However, we believe that reporting the total revenue expected under awarded contracts is more representative of our expected future revenue.

Revenue estimates included in our backlog can be subject to change as a result of project accelerations, cancellations or delays due to various factors, including, but not limited to, the customer's budgetary constraints and adverse weather. These factors can also cause revenue to be recognized in different periods and at levels other than those originally projected. Additional work that is not identified under the original contract is added to our estimated backlog when we reach an agreement with the customer as to the scope and pricing of that additional work. Backlog is reduced as work is performed and revenue is

recognized, or upon cancellation.

Backlog is not a measure defined by GAAP, and our methodology for determining backlog may vary from the methodology used by other companies in determining their backlog amounts. Backlog may not be indicative of future operating results and projects in our backlog may be cancelled, modified or otherwise altered by our customers.

The following table summarizes our backlog:

(in thousands)	June 30, 2019	December 31, 2018
Cost plus	$ 387,377	$ 487,033
Lump sum	21,642	14,571
Total	$ 409,019	$ 501,604

	Three Months Ended June 30, 2019	Six Months Ended June 30, 2019
Backlog - beginning of period	$ 478,706	$ 501,604
New awards	1,732	19,018
Adjustments and cancellations, net	47	10,515
Revenue recognized	(71,466)	(122,118)
Backlog - end of period	$ 409,019	$ 409,019

Total backlog as of June 30, 2019 was $409.0 million, compared with $501.6 million at December 31, 2018. The decrease in backlog was primarily due to work that was completed during a nuclear outage and the completion of several projects during the first half of 2019. We estimate that approximately $138.3 million, or 33.8% of total backlog at June 30, 2019, will be converted to revenue within the next twelve months. As of December 31, 2018, we estimated that approximately $173.3 million, or 34.6% of total backlog, would convert to revenue in 2019.

Results of Operations

The following summary and discussion of our results of operations is based on our continuing operations and excludes any results of our discontinued operations:

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	2019	2018	2019	2018
Revenue	$ 71,466	$ 47,975	$ 122,118	$ 91,096
Cost of revenue	62,274	41,228	106,244	77,899
Gross profit	9,192	6,747	15,874	13,197
Selling and marketing expenses	165	476	405	902
General and administrative expenses	6,474	7,519	11,236	13,956
Restructuring charges	—	2,202	—	2,225
Restatement expenses	—	30	—	160
Depreciation and amortization expense	76	220	148	441
Total operating expenses	6,715	10,447	11,789	17,684
Operating income (loss)	2,477	(3,700)	4,085	(4,487)
Interest expense, net	1,519	2,397	2,993	3,775
Other (income) expense, net	(343)	(293)	(668)	(505)
Income (loss) from continuing operations before income tax	1,301	(5,804)	1,760	(7,757)
Income tax (benefit) expense	15	220	79	505
Income (loss) from continuing operations	$ 1,286	$ (6,024)	$ 1,681	$ (8,262)

Revenue for the three months ended June 30, 2019 increased $23.5 million, or 49.0%, compared with the corresponding period in 2018. The increase was driven primarily by a planned utility outage related to our long term maintenance and modification contracts of $15.9 million and $7.7 million from contracts in our nuclear projects business, however a decrease of $4.7 million in revenue impacted our decommisioning business and fossil fuel power generation business. Additionally, our recent entry into the nuclear industry in Canada contributed $4.6 million in new business revenue.

Revenue for the six months ended June 30, 2019 increased $31.0 million, or 34.1%, compared with the corresponding period in 2018. The increase was driven primarily by a planned utility outage related to our long term maintenance and modification contracts of $16.8 million and $13.4 million from contracts in our nuclear projects business, however a decrease of $5.3 million in revenue impacted our decommisioning business and fossil fuel power generation business. Additionally, our recent entry into the nuclear industry in Canada contributed $6.0 million in new business revenue.

Gross profit for the three months ended June 30, 2019 increased $2.4 million, or 36.2%, compared with the corresponding period in 2018, while gross margin declined to 12.9% from 14.1%. The decrease in gross margin reflects the impact of the expected lower margin contributed by a planned utility outage, together with lower margins contributed by the initial scope of work performed for the Canadian project, and the decommissioning and fossil fuel power generation markets.

Gross profit for the six months ended June 30, 2019 increased $2.7 million, or 20.3%, compared with the corresponding period in 2018, while gross margin declined to 13.0% from 14.5%. The decrease in gross margin was due primarily to the lower margin contributed by a planned utility outage, together with lower margins contributed by the initial scope of work performed for the Canadian project, and the decommissioning and fossil fuel power generation markets.

Operating income for the three months ended June 30, 2019 increased $6.2 million compared with the corresponding period in 2018, due primarily to the increase in revenue and related gross profit of $2.4 million. Additionally, operating expenses decreased $3.7 million, as general and administrative expenses and restructuring charges decreased $1.0 million and $2.2 million, respectively, due to the restructuring efforts undertaken in 2018. Furthermore, selling and marketing expenses decreased $0.3 million, as a result of our cost control efforts, and depreciation expense decreased $0.1 million.

Operating income for the six months ended June 30, 2019 increased $8.6 million compared with the corresponding period in 2018. The increase was driven primarily by the increase in revenue and related gross profit of $2.7 million. Additionally, operating expenses decreased $5.9 million, as general and administrative expenses and restructuring charges decreased $2.7 million and $2.2 million, respectively, due to the restructuring efforts undertaken in 2018. Furthermore, selling and marketing expenses decreased $0.5 million, as a result of our cost control efforts, and depreciation expense decreased $0.3 million. The Company also benefited from a $0.2 million decrease in costs related to restatement expenses recognized in 2018 due to the wind-down of restatement activities in conjunction with the March 15, 2017 filing of the Annual Report on Form 10-K for the year ended December 31, 2015, which included the restatement of certain prior period financial results

General and Administrative Expenses

	Three Months Ended June 30,		Six Months Ended June 30,	
($ in thousands)	**2019**	**2018**	**2019**	**2018**
Employee-related expenses	$ 2,938	$ 3,873	$ 5,435	$ 7,670
Stock-based compensation expense	586	304	891	465
Professional fees	649	1,893	1,314	3,359
Other expenses	2,301	1,449	3,596	2,462
Total	$ 6,474	$ 7,519	$ 11,236	$ 13,956

Total general and administrative expenses for the three months ended June 30, 2019 decreased $1.0 million, or 13.9%, compared with the corresponding period in 2018. For the three months ended June 30, 2019, employee-related expenses decreased $0.9 million due primarily to an overall decrease in on-going employee and employee-related expenses compared with the corresponding period in 2018. The decrease in employee-related expenses was partially offset by costs recognized in connection with the retirement of our former Chief Financial Officer in June 2019, pursuant to the terms of his employment agreement. For the three months ended June 30, 2019, professional fees decreased $1.2 million compared with the corresponding period in 2018, primarily because of the completion of our restructuring initiatives and becoming current with our SEC reporting obligations. These decreases were partially offset by a $0.3 million increase in stock-based compensation expense and a $0.9 million increase in other expenses. The increase in other expenses was related to costs incurred to support customer relationship activities aimed at supporting our long-term growth plans and costs incurred to support our technology improvement initiatives, of which none were individually significant.

Total general and administrative expenses for the six months ended June 30, 2019 decreased $2.7 million, or 19.5%, compared with the corresponding period in 2018. Employee-related expenses decreased $2.2 million due primarily to our on-going employee and employee-related expense management efforts compared with the corresponding period in 2018. The decrease in employee-related expenses was partially offset by costs recognized in connection with the retirement of our former Chief Financial Officer in June 2019, pursuant to the terms of his employment agreement. For the six months ended June 30, 2019, professional fees decreased $2.0 million compared with the corresponding period in 2018, primarily because of the completion of our restructuring initiatives and becoming current with our SEC reporting obligations. These decreases were partially offset by a $0.4 million increase in stock-based compensation expense and a $1.1 million increase in other expenses. The increase in other expenses was related to costs incurred to support customer relationship activities aimed at supporting our long-term growth plans and other cost increases, of which none were individually significant.

Restructuring Charges

	Three Months Ended June 30,		Six Months Ended June 30,	
(in thousands)	**2019**	**2018**	**2019**	**2018**
Severance	—	2,202	—	2,225
Total	$ —	$ 2,202	$ —	$ 2,225

During 2018, we enacted our plan to significantly reduce corporate overhead and staff by consolidating all our administrative activities in our Tucker, Georgia offices. As a result of our restructuring efforts, we incurred $2.2 million in severance charges for each of the three and six months ended June 30, 2018. We completed our restructuring initiative in December 2018; therefore, we did not incur any restructuring charges for the three and six months ended June 30, 2019.

Other (Income) Expense, Net

	Three Months Ended June 30,		Six Months Ended June 30,	
($ in thousands)	**2019**	**2018**	**2019**	**2018**
Interest expense, net	$ 1,519	$ 2,397	$ 2,993	$ 3,775
Other income, net	(343)	(293)	(668)	(505)
Total	$ 1,176	$ 2,104	$ 2,325	$ 3,270

Total other expense, net, for the three months ended June 30, 2019 decreased $0.9 million, or 44.1%, compared with the corresponding period in 2018. Interest expense, net, decreased $0.9 million due to a lower weighted average interest rate on our long-term borrowings, partially offset by higher outstanding debt obligations. The weighted average interest rate on borrowings under the New Centre Lane Facility for the three months ended June 30, 2019 was 12.5% compared with the weighted average interest rate on the Initial Centre Lane Facility of 21.4% in the corresponding period in 2018. The decrease in interest expense was partially offset by a slight increase in other income, net, due to income from our 25% investment in an equity method investment and a foreign currency exchange transaction gain related to our Canada operations.

Total other expense, net, for the six months ended June 30, 2019 decreased $0.9 million, or 28.9%, compared with the corresponding period in 2018. Interest expense, net decreased $0.8 million due to a lower weighted average interest rate on our long-term borrowings, partially offset by higher outstanding debt obligations. The weighted average interest rate on borrowings under the New Centre Lane Facility for the six months ended June 30, 2019 was 12.5% compared with the weighted average interest rate on the Initial Centre Lane Facility of 21.0% in the corresponding period in 2018. The decrease in interest expense was partially offset by a $0.2 million increase in other income, net, due to income from our 25% investment in an equity method investment and a foreign currency exchange transaction gain related to our Canada operations.

Income Tax Expense (Benefit)

	Three Months Ended June 30,		Six Months Ended June 30,	
($ in thousands)	**2019**	**2018**	**2019**	**2018**
Income tax expense (benefit)	$ 15	$ 220	$ 79	$ 505

Income tax expense for the interim reporting periods is based on estimates of the annual effective tax rate based upon the estimated income during the calendar year, the estimated composition of the income in different jurisdictions, adjusted to reflect the effects of any significant or unusual items which are required to be discretely recognized within the current interim period, if any, in the applicable quarterly periods for settlements of tax audits or assessments and the resolution or identification of tax position uncertainties.

For each of the three and six months ended June 30, 2019, we recorded income tax expense from continuing operations of less than $0.1 million, respectively, compared with income tax expense from continuing operations in the corresponding periods in 2018 of $0.2 million and $0.5 million, respectively. The difference between our effective tax rate and the federal statutory tax rate for the three months ended June 30, 2019 and 2018 was primarily related to the partial valuation allowance recorded on our U.S. deferred tax assets. The decrease in income tax provision from continuing operations for the three months ended June 30, 2019 compared with the corresponding period in 2018 was primarily related to the $0.5 million increase in indefinite-lived deferred tax assets related to the interest expense addback under Section 163(j) of the Internal Revenue Code and the post-2017 U.S. net operating loss that can be used to offset indefinitely-lived intangible deferred tax liabilities.

Discontinued Operations

See "Note 5—Changes in Business" to the unaudited condensed consolidated financial statements included in this Form 10-Q for information regarding discontinued operations.

Liquidity and Capital Resources

During the six months ended June 30, 2019, we continued to have significant liquidity constraints. Our principal sources of liquidity are borrowings under the MidCap Facility (as MidCap has dominion over our accounts receivable collection depository bank accounts) and effective management of our working capital. Our principal uses of cash were to pay for labor and subcontract labor, customer contract-related material, operating expenses, restructuring charges from our 2018 restructuring plan, and interest expense on the New Centre Lane Facility and MidCap Facility. See discussion in "Note 2—Liquidity" to the unaudited condensed consolidated financial statements included in this Form 10-Q.

Net Cash Flows

Our net consolidated cash flows, including cash flows related to discontinued operations, consisted of the following:

	Six Months Ended June 30,	
(in thousands)	**2019**	**2018**
Cash flows provided by (used in):		
Operating activities	$ (1,025)	$ (4,329)
Investing activities	(161)	205
Financing activities	72	(328)
Net change in cash, cash equivalents and restricted cash	$ (1,114)	$ (4,452)

Cash and Cash Equivalents

As of June 30, 2019, our operating unrestricted cash and cash equivalents decreased by $1.1 million to $3.4 million from $4.5 million as of December 31, 2018. As of June 30, 2019, with the exception of less than $0.1 million, the operating cash balance of $3.3 million was held in U.S. bank accounts.

Operating Activities

Cash flows used in operating activities was $1.0 million for the six months ended June 30, 2019, an increase of $3.3 million compared with the corresponding period in 2018. The improvement in the operating activities use of cash arose primarily from the increased earnings sources and the reduced requirements to support the discontinued operations. Net working capital assets and liabilities were impacted by the timing of customer billings and the effective control of our working capital requirements.

Investing Activities

Currently, our investing activities do not have a significant impact on our net cash flows.

Financing Activities

The MidCap Facility grants the lender dominion over our depository bank accounts. As such, our weekly borrowings under the MidCap Facility are our primary source of liquidity. During the first half of 2019, our borrowings under the MidCap Facility exceeded our repayments from customer cash receipts by $0.4 million. At any point in time, the outstanding balance under the MidCap Facility is a function of the timing of collections of our customer cash receipts and the timing of our cash expenditure

needs for the following week for payment of trade payable obligations and payroll and related tax obligations. For additional information, please refer to “Note 9—Debt” to the unaudited condensed consolidated financial statements included in this Form 10-Q.

Effect of Exchange Rate Changes on Cash

For the three and six months ended June 30, 2019, the effect of Canadian foreign exchange rate changes on our cash balances was not material.

Dividends

We have not paid dividends to holders of our common stock since March 2015, and the terms of the New Centre Lane Facility currently restrict our ability to pay dividends. In addition, declaration and payment of future dividends would depend on many factors, including, but not limited to, our earnings, financial condition, business development needs, regulatory considerations and the terms of the New Centre Lane Facility, and is at the discretion of our Board of Directors. We currently have no plan in place to pay cash dividends.

Liquidity Outlook

As noted in our 2018 Form 10-K, overall, we expect liquidity to improve through 2019 as a result of exiting our former loss-generating businesses and reducing our ongoing operating expenses. However, we may experience periodic short-term constraints on our liquidity as a result of the cash flow requirements of specific projects. A high percentage of our cost of service comes from weekly craft labor payrolls, and the lag between incurrence of those payrolls and the subsequent collection of the resulting customer billings results in negative cash flows for that lag period. Although we utilize the MidCap Facility to address those lag period negative cash flows, contract terms restricting customer invoicing frequency, delays in customer payments, and underlying surety bonds negatively impact our availability under the MidCap Facility. Additionally, we anticipate the remaining 2019 cash expenditures related to our 2018 restructuring plan (including payments related to the Koontz-Wagner bankruptcy) will be approximately $1.4 million.

While we believe that we have sufficient resources to satisfy our 2019 working capital requirements, in the event that we are unable to address potential shortfalls in the future, management will need to seek additional funding, which may not be available on reasonable terms, if at all, and may result in management concluding that our liquidity position raises substantial doubt about our ability to continue as a going concern.

Restricted cash balances have remained constant at $0.5 million since the beginning of the year.

For additional information, please refer to “Note 2—Liquidity” to the unaudited condensed consolidated financial statements included in this Form 10-Q.

Off-Balance Sheet Transactions

Our liquidity is currently not dependent on the use of off-balance sheet transactions but, in line with industry practice, we are often required to provide performance and surety bonds to customers and may be required to provide letters of credit. If performance assurances are extended to customers, generally our maximum potential exposure is limited in the contract with our customers. We frequently obtain similar performance assurances from third-party vendors and subcontractors for work performed in the ordinary course of contract execution. However, the total costs of a project could exceed our original cost estimates, and we could experience reduced gross profit or possibly a loss for a given project. In some cases, if we fail to meet certain performance standards, we may be subject to contractual liquidated damages.

As of June 30, 2019, we had a contingent liability for issued and outstanding standby letters of credit, generally issued to secure performance on customer contracts. As of June 30, 2019, we had $3.3 million of outstanding standby letters of credit and there were no amounts drawn upon these letters of credit. In addition, as of June 30, 2019, we had outstanding surety bonds of $67.9 million. Our subsidiaries also provide financial guarantees for certain contractual obligations in the ordinary course of business.

Critical Accounting Policies

On January 1, 2019, we adopted ASU 2016-02. In connection with the adoption, we implemented certain changes to our accounting policies and processes related to lease accounting. For additional information on changes to financial statements,

please refer to "Note 3—Recent Accounting Pronouncements" to the unaudited condensed consolidated financial statements included in this Form 10-Q. There were no other material changes to our critical accounting policies as set forth in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations," included in our 2018 Report, during the three and six months ended June 30, 2019.

Item 3. Quantitative and Qualitative Disclosure s About Market Risk.

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

Item 4. Controls and Procedures .

Effective June 21, 2019, the Company's Chief Financial Officer, Timothy Howsman, resigned from his position with the Company. The June 30, 2019 Form 10-Q has been prepared under the direction of the Company's Chief Executive Officer and President, Tracy Pagliara, who was appointed interim Chief Financial Officer and principal accounting and financial officer. We have also employed an external accountant to assist with preparation of our consolidated financial statements.

The Company has evaluated, under the supervision of the Company's Chief Executive Officer, who currently serves as its principa executive and financial officer, the effectiveness of its disclosure controls and procedures as of June 30, 2019. This is done in order to ensure that information the Company is required to disclose in reports that are filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms.

Based on this evaluation, the Chief Executive Officer concluded that the Company's disclosure controls and procedures were not effective as of June 30, 2019, due to the material weaknesses described in "Item 9A. Controls and Procedures" of the Company's 2018 Report.

To address these control weaknesses, the Company performed additional analysis and performed other procedures in order to prepare the unaudited condensed consolidated financial statements in accordance with GAAP.

Notwithstanding the material weaknesses, management has concluded that the unaudited condensed consolidated financial statements included in this Form 10-Q present fairly, in all material aspects, the Company's financial position, results of operations and cash flows for the periods presented in conformity with GAAP.

Changes in Internal Control over Financial Reporting

Under the applicable SEC rules, management is required to evaluate any changes in internal control over financial reporting that occurred during each fiscal quarter that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

As discussed in "Item 9A. Controls and Procedures" of the 2018 Report, we have undertaken a broad range of remedial procedures to address material weaknesses in our internal control over financial reporting. These remedial procedures continued throughout the three months ended June 30, 2019 and will continue throughout the remainder of 2019.

Effective June 21, 2019, the Company's Chief Financial Officer, Timothy Howsman, resigned from his position with the Company. The June 30, 2019 Form 10-Q has been prepared under the direction of the Company's Chief Executive Officer and President, Tracy Pagliara, who was appointed interim Chief Financial Officer and principal accounting and financial officer. We have also employed an external accountant to assist with preparation of our consolidated financial statements.

On January 1, 2019, we adopted ASU 2016-02. In connection with the adoption, we implemented certain changes to our processes and controls related to lease accounting. While we continue to implement remediation efforts and design enhancements to our internal control procedures, we believe there were no other changes to our internal control over financial reporting that occurred during the three months ended June 30, 2019 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II—OTHER INFORMATIO N

Item 1. Legal Proceeding s.

The information included in “Note 5—Changes in Business—Discontinued Operations—Electrical Solutions” and “Note 11—Commitments and Contingencies” to the unaudited condensed consolidated financial statements in this Form 10-Q is incorporated by reference into this Item.

Item 1A. Risk Factor s.

Our business faces significant risks and uncertainties. Certain important factors may have a material adverse effect on our business prospects, financial condition and results of operations, and you should carefully consider them. There have not been any material changes to our risk factors from those reported in our 2018 Report.

Item 5. Other Information

On August 12, 2019, in connection with the appointment of Charles E. Wheelock as the Company’s Senior Vice President, Chief Administrative Officer, General Counsel & Secretary, the Company entered into an employment agreement (the “Employment Agreement”) with Mr. Wheelock. The Employment Agreement replaces the offer letter that was previously in place between the Company and Mr. Wheelock.

The Employment Agreement provides for an initial term of one year with automatic one-year renewals unless earlier terminated pursuant to the provisions of the Employment Agreement or written notice of non-renewal is delivered by either party at least 90 days prior to the expiration of the then-current term. Under the terms of the Employment Agreement, Mr. Wheelock’s annual base salary is $267,800 and his short-term incentive (“STI”) bonus opportunity target is 50% of his annual base salary.

The Employment Agreement entitles Mr. Wheelock to certain severance benefits if the Company terminates his employment other than for Disability or Cause (including by reason of not renewing the term), or if he terminates his employment for Good Reason (a “Qualified Termination”). In such event, subject to Mr. Wheelock signing and not revoking a release of claims in favor of the Company, the Company would pay him, among other things, continued annual base salary for a 12-month period, subsidized health insurance premiums for 12 months, STI earned for the prior year, if not paid, and, if terminated on or after April 1, a pro-rated STI for the current year based on actual results. If the Qualified Termination occurred within 90 days before or two years after a Change in Control of the Company, then the Company would pay or cause to be paid to Mr. Wheelock the following additional benefits: (i) his target STI for the fiscal year in which the termination occurs (without pro-ration); and (ii) his then-outstanding equity incentive awards would become vested in full (without pro-ration), with any specified performance objectives deemed to be satisfied at the “target” level. The Company would pay lower amounts of severance benefits if Mr. Wheelock’s employment is terminated due to death or Disability. The Employment Agreement also contains standard restrictive covenants. All capitalized terms are as defined in the Employment Agreement.

Item 6. Exhibit s.

Exhibit	Description
10.1	Williams Industrial Services Group Inc. 2015 Equity Incentive Plan (as amended and restated as of June 10, 2019) (filed as Exhibit 10.1 to our Form 8-K filed with the Commission on June 11, 2019 and incorporated herein by reference).*
10.2	Form of Time-Based Restricted Share Unit Agreement.*♦
10.3	Form of Cash-Based Performance-Based Award Agreement.*♦
10.4	Separation Agreement, dated June 24, 2019, between the Company and Timothy M. Howsman.*♦
10.5	Employment Agreement, dated August 12, 2019, between the Company and Charles E. Wheelock.*♦
31.1	Certification by the Principal Executive and Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.♦
32.1	Certification by the Principal Executive and Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
101.INS	XBRL Instance Document♦
101.SCH	XBRL Taxonomy Extension Schema Document♦
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document♦
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document♦
101.LAB	XBRL Taxonomy Extension Labels Linkbase Document♦
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document♦

*Indicates a management contract or compensatory plan or arrangement.

♦ Filed herewith.

SIGNATURE S

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

WILLIAMS INDUSTRIAL SERVICES GROUP INC.

Date: August 14, 2019

By: /s/ Tracy D. Pagliara

Tracy D. Pagliara,
President, Chief Executive Officer and Interim Chief Financial Officer
(Duly authorized officer and principal executive, financial and accounting officer of the registrant)

Exhibit 10.2

WILLIAMS INDUSTRIAL SERVICES GROUP INC.
TIME-BASED RESTRICTED SHARE UNIT AGREEMENT

Notice of Restricted Share Unit Award

Williams Industrial Services Group Inc. (the "Company") grants to the Grantee named below, in accordance with the terms of the Williams Industrial Services Group Inc. 2015 Equity Incentive Plan (the "Plan") and this Time-Based Restricted Share Unit Agreement (the "Agreement"), the number of Restricted Share Units set forth below, as of the Date of Grant set forth below. Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Plan.

Name of Grantee:	[•]
Date of Grant:	April [•], 2019
Number of Restricted Share Units:	[•]
Vesting Dates:	March 31, 2020, March 31, 2021, and March 31, 2022

Terms of Agreement

1. Grant of Restricted Share Units. Subject to and upon the terms, conditions, and restrictions set forth in this Agreement and in the Plan, the Company hereby grants to the Grantee as of the Date of Grant, the Restricted Share Units set forth above. Each Restricted Share Unit shall represent the contingent right to receive one Share and shall at all times be equal in value to one Share. The Restricted Share Units shall be credited in a book entry account established for the Grantee until payment in accordance with Section 4 hereof (or forfeiture in accordance with Section 3 hereof).

2. Vesting of Restricted Share Units.

(a) In General. Subject to the Grantee's compliance with the restrictions of Section 8 hereof, or the terms of the Restrictive Covenants Agreement (as defined in Section 8) or of any separately executed covenant not to compete with the Company, as applicable:

(i) Restricted Share Units. The number of Restricted Share Units set forth above shall vest in three equal installments on each of the applicable Vesting Dates set forth above, provided that the Grantee shall have remained in the continuous employ of the Company or a Subsidiary through such Vesting Dates.

(ii) Continuous Employment. For purposes of this Section 2, the continuous employment of the Grantee with the Company and its Subsidiaries shall not be deemed to have been interrupted, and the Grantee shall not be deemed to have ceased to be an employee of the Company and its Subsidiaries, by reason of the transfer of his or her employment among the Company and its Subsidiaries.

(b) Involuntary Termination or Termination for Good Reason. If, prior to a Vesting Date, the Grantee's employment with the Company or a Subsidiary is terminated (x) by the Company or a Subsidiary without Cause (as defined in the Plan) or by reason of the Grantee's Disability (as defined in the long-term disability plan of the Company or a Subsidiary applicable to the Grantee), (y) by the Grantee for Good Reason (as defined in the Plan), or (z) as a result of the Grantee's death, then, provided that, within forty-five (45) days after such termination, the Grantee (or the Grantee's estate, beneficiary or other

successor) shall have executed and delivered a release of claims in a form provided by the Company and such release of claims shall have become effective and irrevocable in accordance with its terms, the Grantee shall become vested in a prorated portion of the Restricted Share Units equal to (i) the number of Restricted Share Units that would have become vested under this Agreement had the Grantee remained employed with the Company or a Subsidiary through the Vesting Date immediately following the date on which the Grantee's employment terminated, multiplied by (ii) a fraction, the numerator of which is the number of days of continuous employment completed by the Grantee since the last Vesting Date (or if no Vesting Date has occurred, since March 31, 2019) and the denominator of which is 365.

(c) Change in Control. The provisions of Section 21 of the Plan shall apply in the event of a Change in Control.

3. Forfeiture of Restricted Share Units.

(a) Forfeiture of Unvested Award. The Restricted Share Units that have not yet vested pursuant to Section 2 (and any right to unpaid Dividend Equivalents under Section 7 with respect to the Restricted Share Units), shall be forfeited automatically without further action or notice if (i) the Grantee ceases to be employed by the Company or a Subsidiary prior to a Vesting Date, except as otherwise provided in Section 2(b) or 2(c), or (ii) the Grantee breaches any of the restrictions of Section 8 hereof, the Restrictive Covenants Agreement or of any separately executed covenant not to compete with the Company, as applicable.

(b) Repayment of Award. The Restricted Share Units shall be subject to the provisions of Section 20 of the Plan regarding forfeiture and repayment of awards in the event of (i) the Grantee engaging in Detrimental Activity, (ii) the Grantee's breach of any of the restrictions of Section 8 hereof, the Restrictive Covenants Agreement (as defined herein) or of any separately executed covenant not to compete with the Company, as applicable, or (iii) as provided pursuant to the Company's Compensation Recovery Policy. Clause (ii) of the immediately preceding sentence shall be construed as a return of consideration due to the Grantee's violation of his or her promises under Section 8 of this Agreement, the Restrictive Covenants Agreement or any separately executed covenant not to compete with the Company, as applicable, and not as a liquidated damages clause. Nothing contained herein shall eliminate, reduce or compromise (x) the Company's right to assert that the restrictions provided for in Section 8 of this Agreement, the Restrictive Covenants Agreement or any separately executed covenant not to compete with the Company, as applicable, are fully enforceable as written, or as modified by a court of competent jurisdiction as provided therein, (y) the application of temporary or permanent injunctive relief as a fully appropriate and applicable remedy to enforce the restrictions as provided therein, or (z) the Company's right to pursue other remedies at law or in equity. This Section 3(b) shall survive and continue in full force in accordance with its terms and the terms of the Plan notwithstanding any termination of the Grantee's employment or the payment of the Restricted Share Units as provided herein.

4. Payment of Vested Restricted Share Units. Except as otherwise provided in Section 14 of this Agreement, the Company shall deliver to the Grantee the Shares underlying the vested Restricted Share Units (if any) within thirty (30) days following the applicable Vesting Date (or within thirty (30) days following such earlier date as the Restricted Share Units become vested pursuant to this Agreement). Notwithstanding anything in this Agreement to the contrary, the Company may settle vested Restricted Share Units in cash based on the Fair Market Value of the Shares otherwise deliverable under this Agreement on the date of settlement.

5. Transferability. The Restricted Share Units may not be transferred, assigned, pledged or hypothecated in any manner, or be subject to execution, attachment or similar process, by operation of law or otherwise, unless otherwise provided under the Plan. Any purported transfer or encumbrance in violation

of the provisions of this Section 5 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in such Restricted Share Units.

6. Dividend, Voting and Other Rights. The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in the Shares underlying the Restricted Share Units until such Shares have been delivered to the Grantee in accordance with Section 4 hereof. The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to deliver Shares in the future, subject to the terms and conditions of this Agreement and the Plan, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

7. Payment of Dividend Equivalents. Upon payment of a vested Restricted Share Unit, the Grantee shall be entitled to a cash payment (without interest) equal to the aggregate cash dividends declared and payable with respect to one (1) Share for each record date, if any, that occurs during the period beginning on the Date of Grant and ending on the date the vested Restricted Share Unit is paid (the "Dividend Equivalent"). The Dividend Equivalents shall be forfeited to the extent that the underlying Restricted Share Unit is forfeited and shall be paid to the Grantee, if at all, at the same time that the related vested Restricted Share Unit is paid to the Grantee in accordance with Section 4.

8. Non-Solicitation; Confidentiality; Ownership of Work Product. In the event that the Grantee is a party to one or more separately executed agreements with the Company, the terms of which restrict (w) the Grantee's ability to solicit customers of the Company, (x) the Grantee's ability to solicit employees of the Company, (y) the Grantee's ability to use or disclose confidential information or trade secrets of the Company, or (z) the ownership of works (collectively, the "Restrictive Covenants Agreement"), then the terms of such applicable restriction or restrictions in the Restrictive Covenants Agreement shall govern in lieu of the corresponding restriction or restrictions set forth in Sections 8.1-8.17 hereof, respectively. In consideration of, and as a condition to, the Grantee's employment by the Company, the grant of the Restricted Share Units, a portion of the compensation and other benefits to be paid to the Grantee during such employment, the potential disclosure to the Grantee of Confidential Information (as hereinafter defined) in connection with such employment and other good and valuable consideration, the Grantee and the Company agree as follows:

8 . 1 Non-solicitation of or provision of competitive activities or services to Customers. During the Restricted Period, subject to (e) below, the Grantee hereby covenants and agrees that the Grantee shall not (either directly or indirectly, individually, on behalf of or in concert with others, or as an owner, a shareholder, partner, director, officer, employee, agent, or advisor of any business or entity) undertake or engage in any of the following activities without the prior written consent of the Company:

(a) Solicit (or assist in soliciting), provide, or offer to provide activities or services that are competitive with the Business of the Company to any customer (past or current) or actively sought prospective customer (or any owner, shareholder, partner, employee, agent or advisor of any past, current or prospective customer) with whom the Grantee had material contact at any time during the Grantee's employment with the Company; and/or

(b) Ask, suggest, intimate or imply to any customer (past or current) or actively sought prospective customer of the Company with whom Grantee had any material contact during the Grantee's employment with the Company, that such customer consider placing or moving an order for services that are competitive with the Business of the Company, or all or any portion of such customer's business relating to services that are competitive with the Business of the Company, to any other supplier or service provider that provides services that are competitive with the Business of the Company;

(c) Solicit, induce or attempt to induce any customer, supplier, distributor, franchisee, licensee, or other individual or entity with whom Grantee had any material contact during the Grantee's employment with the Company that has any business relationship with the Company or any of its affiliates to cease doing business with the Company or any of its affiliates, or in any way interfere with the relationship between any such customer, supplier, distributor, franchisee, licensee, or any other individual or entity and the Company or any of its affiliates; and/or

(d) Disparage, criticize, derogate, denigrate, or deprecate the Company or any of its products services or employees to any past, current or prospective customer of the Company; provided, however,

(e) If the Company does not provide Grantee with a Severance Payment, then the Grantee may undertake the activities described in Sections 8.1 (a) and (b) on behalf of himself/herself or a competing business or entity provided that such activities relate to projects, bids, or jobs that are not related (directly or indirectly) to past or existing projects, bids, jobs, or opportunities for which, on behalf of the Company, Grantee performed services, worked on, was involved with, or about which Grantee had access to confidential information.

Nothing in this Agreement shall be construed to prohibit the conduct described in Section 8.1 by Grantee on behalf of and for the benefit of the Company during the term of Grantee's employment by the Company.

8.2 Non-solicitation of Employees. During the Restricted Period the Grantee hereby covenants and agrees that the Grantee shall not (either directly or indirectly, individually, on behalf of or in concert with others, or as an owner, shareholder, partner, director, officer, employee, agent, or advisor of any business or entity) solicit, recruit, induce, entice, endeavor or assist in any effort to cause any person employed by the Company to end such person's employment with the Company (whether or not such person would commit a breach of contract by accepting such other employment).

8.3 Tolling. In the event that a court of competent jurisdiction determines that Grantee has violated, or is in violation of, Grantee's obligations under Sections 8.1-8.17, the Restricted Period shall be deemed tolled for an amount of time equal to the amount of time a court finds that Grantee was or acted in violation of this section. Moreover, in the event the enforceability of any of the terms of Sections 8.1-8.17 shall be challenged in court and as a result, Grantee is not enjoined from breaching any of this Section 7, and a court of competent jurisdiction (including appellate courts) subsequently finds that the challenged covenant is enforceable and orders compliance with the covenant, the Restricted Period shall be deemed tolled for an amount of time equal to the time from entry of an order finding that the covenant is not enforceable through such time as Grantee is ordered by a court to comply with the covenant.

8.4 "Restricted Period." For purposes of this Sections 8.1-8.17, if the Grantee terminates his or her employment with the Company for any reason other than Good Reason, or if the Company terminates Grantee's employment with the Company for Cause, both as defined below, the term Restricted Period means the duration of the Grantee's employment with the Company and a period of one (1) year following the last date that the Grantee is employed by the Company. If the Company terminates Grantee's employment without Cause or the Grantee terminates his or her employment with the Company for Good Reason, then the term Restricted Period means the duration of the Grantee's employment with the Company and a period of time equal to the Grantee's employment with the Company, but in any event not to exceed six (6) months, following the last date that the Grantee is employed by the Company.

8.5 "Severance Payment" for purposes of Sections 8.1-8.17, means the payment, if any, provided by the Company to the Grantee as part of an agreement regarding the termination of the employer-employee relationship which provides or a severance payment, or other compensation, as the result of termination of employment.

8.6 For purposes of Sections 8.1-8.17, "Cause" as a reason for the termination of Grantee's employment means Grantee's (a) continued failure to meet deadlines or to perform substantially Grantee's duties with the Company or any of its affiliates or Grantee's disregard of the directives of Grantee's supervisor (in each case other than any such failure resulting from any medically determined physical or mental impairment); (b) willful material misrepresentation at any time by Grantee to the Company or an affiliate; (c) Grantee's commission of any act of fraud, misappropriation or embezzlement against or in connection with the Company or any of its affiliates or their respective businesses or operations; (d) Grantee's conviction, guilty plea or plea of nolo contendere for any crime involving dishonesty or for any felony; (e) Grantee's material breach of any fiduciary duties of loyalty or care to the Company or any of its affiliates or Grantee's material violation of the Company's Code of Business Conduct and Ethics or any other Company policy, as the same may be amended from time to time; (f) Grantee's illegal conduct, gross misconduct, gross insubordination or gross negligence that is materially and demonstrably injurious to the Company's business or financial condition; or, (g) excessive absenteeism.

8.7 "Good Reason" for purposes of Sections 8.1-8.17 means the Grantee's termination of employment as the result of the occurrence of any of the following: (i) Grantee's annual base salary is reduced by more than 10% below Grantee's annual base salary as in effect immediately prior to the termination of employment, (ii) Grantee's duties or responsibilities are materially reduced from the Grantee's duties or responsibilities immediately prior to the termination of employment, or (iii) continued employment would require the relocation of Grantee's principal place of employment more than 50 miles outside of the metropolitan area in which Grantee's principal place of employment is located immediately prior to the termination of employment. For purposes of clarity, in no event will any termination of Grantee's employment under circumstances in which the Company has Cause to terminate Grantee's employment constitute Good Reason. Further, Grantee may be required to travel on business to the extent necessary to efficiently perform Grantee's duties of employment, and such business travel shall not in any case constitute grounds to terminate Grantee's employment for Good Reason.

8.8 Trade Secrets.

(a) The Grantee shall hold in confidence all Trade Secrets of the Company and/or its

customers (the "Associated Companies") that have or will come into the Grantee's knowledge or possession during the Grantee's employment by the Company and shall not disclose, publish or make use of such Trade Secrets at any time without the prior written consent of the Company for so long as the Trade Secret remains a trade secret.

(b) Notice of Immunity under Defend Trade Secrets Act. Grantee is hereby notified

that the following immunities exist under the U.S. Defend Trade Secrets Act of 2016: (1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any

document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

8.9 Confidential Information. The Grantee shall hold in confidence all Confidential Information of the Company or of the Associated Companies that have or will come into the Grantee's knowledge or possession during the Grantee's employment by the Company and shall not disclose, publish or make use of such Confidential Information without the prior written consent of the Company for so long as the Confidential Information remains confidential.

8.10 Return of Company Property. Upon the request of the Company or, in any event with or without a request upon the termination of the Grantee's employment with the Company, the Grantee shall deliver to the Company all memoranda, notes, records, manuals or other documents (including, but not limited to, written instruments, voice or data recordings, or computer tapes, disks or files of any nature), including all copies of such materials and all documentation prepared or produced in connection therewith, pertaining to the performance of the Grantee's services for the Company, the Business of the Company or of the Associated Companies, or containing Trade Secrets or Confidential Information of the Company or pertaining to the Company's Business or the Associated Companies' business, whether made or compiled by the Grantee or furnished to the Grantee. Upon the request of the Company and, in any event, upon the termination of the Grantee's employment with the Company, the Grantee shall also deliver to the Company all computers, credit cards, telephones, office equipment, software, and other property the Company furnished to or in the possession of the Grantee.

8.11 Interpretation. The restrictions stated in Sections 8.1-8.17 are in addition to and not in lieu of protections afforded to trade secrets and confidential information under applicable law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the Company's right under applicable law to protect its trade secrets and confidential information.

8.12 "Trade Secret" means information without regard to form, including but not limited to any technical or nontechnical data, formula, pattern, compilation, program, device, method, technique drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

8.13 "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company (and/or its customers) and not generally known to the public or to competitors of the Company.

8.14 The Company shall own all Work Product. "Work Product" means all intellectual property rights including all Trade Secrets, registered and unregistered copyrights under U.S. and international law, copyrightable material or works, patents, patentable inventions, discoveries and improvements, and other intellectual property rights, in any technology software, data files documentation, or other work product or material that relates to the business and/or interests of the Company and that the Employee conceives, develops, creates or delivers (whether individually or working with others) to the Company at any time during the Employee's employment with the Company. All Work Product shall be considered work made for hire by the Grantee and owned by the Company. The Grantee hereby irrevocably relinquishes for the benefit of the Company and its assigns any moral rights in and to the Work Product recognized by applicable law.

8.15 If any of the Work Product may not, by operation of law, be considered work made for hire by the Grantee for the Company, or if ownership of all right, title, and interest in and to the intellectual property rights therein shall not otherwise vest exclusively in the Company, the Grantee hereby agrees to assign, and upon creation thereof automatically assigns, without further consideration, the ownership of all Trade Secrets, registered and unregistered copyrights under United States and international law, copyrightable material or works, patents, patentable inventions: and other intellectual property rights therein to the Company, its successors and assigns.

8.16 The Company, its successors and assigns, shall have the right to obtain and hold in its or their own name copyright registrations, trademark registrations, patents and any other protection available in the foregoing.

8.17 The Grantee agrees to perform, upon the reasonable request of the Company, during or after employment such further acts as may be necessary or desirable to transfer, perfect, and defend the Company's ownership of the Work Product, including but not limited to: (a) executing, acknowledging, and delivering any requested affidavits and documents of assignment and conveyance; (b) assisting in the preparation, prosecution, procurement, maintenance and enforcement of all copyrights and, if applicable, patents with respect to the Work Product in any countries; (c) providing testimony in connection with any proceeding affecting the right, title, or interest of the Company in any Work Product; and (d) performing any other acts deemed necessary or desirable to carry out the purposes of this Agreement. The Company shall reimburse any reasonable out-of-pocket expenses incurred by the Grantee at the Company's request in connection with the foregoing, including (unless the Grantee is otherwise being compensated at the time) a reasonable and pre-agreed per diem or hourly fee for services rendered following termination of the Grantee's employment.

8.18 Miscellaneous.

(i) The Grantee acknowledges that the restrictions, prohibitions and other provisions in Sections 8.1-8.17 are reasonable, fair and equitable in scope, terms and duration, and are necessary to protect the legitimate business interests of the Company. The terms and provisions of Sections 8.1-8.17 are intended to be separate and divisible provisions and if, for any reason, any one or more of them is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Agreement shall thereby be affected. It is the intention of the parties to this Agreement that the potential restrictions on the Grantee imposed by Sections 8.1-8.17 be reasonable in scope and in all other respects. If for any reason any court of competent jurisdiction shall find any provisions of Sections 8.1-8.17 unreasonable in scope or otherwise, the Grantee and the Company agree that the restrictions and prohibitions contained herein may be modified by a court of competent jurisdiction and shall be effective to the fullest extent allowed under Applicable Law in such jurisdiction. The Grantee agrees to disclose the existence of this Agreement to any subsequent employer.

(ii) The Grantee hereby agrees that any remedy at law for any breach or threatened breach of the provisions of Sections 8.1-8.17 will be inadequate and that the Company will be entitled to injunctive relief in addition to any other remedy the Company might have under this Agreement. The Grantee hereby expressly acknowledges that the harm which might result to the Company's business as a result of any noncompliance by the Grantee with the provisions of this Section 8 would be largely irreparable. The parties agree that if the Company pursues legal action to enforce the terms and conditions of this Sections 8.1-8.17 and obtains all or part of the relief sought, the Grantee shall be responsible for the reasonable attorney's fees and costs of the Company in bringing such action.

(iii) Notwithstanding any other provision of this Agreement or the Plan, the rights and obligations of the parties hereto, and any claims or disputes relating to this Section 8 shall be

governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflict of laws thereof. Each party agrees that any action arising out of or relating to this Section 8 shall be brought in the Superior Court of Dekalb County, Georgia or the United States District Court for the Northern District of Georgia, or if the action is brought by the Company and if Grantee resides in Georgia, the Superior Court of the Georgia county in which Grantee resides in Georgia if so required by law, and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts, and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action in those jurisdictions.

(iv) For purposes of Sections 8.1-8.17, the term "Company" shall be deemed to include Williams Industrial Services Group Inc., its Subsidiaries and affiliates, and all of their respective successors and assigns.

9. No Employment Contract. Nothing contained in this Agreement shall confer upon the Grantee any right with respect to continuance of employment by the Company and its Subsidiaries, nor limit or affect in any manner the right of the Company and its Subsidiaries to terminate the employment or adjust the compensation of the Grantee, in each case with or without Cause.

10. Relation to Other Benefits. Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

11. Taxes and Withholding. The Grantee is responsible for any federal, state, local or other taxes with respect to the Restricted Share Units and the Dividend Equivalents. The Company does not guarantee any particular tax treatment or results in connection with the grant or vesting of the Restricted Share Units, the delivery of Shares or the payment of Dividend Equivalents. To the extent the Company or any Subsidiary is required to withhold any federal, state, local, foreign or other taxes in connection with the delivery of Shares or cash under this Agreement, then, except as otherwise provided below, the Company or Subsidiary (as applicable) shall retain a number of Shares (or an amount of cash) otherwise deliverable hereunder with a value equal to the required withholding (based on the Fair Market Value of the Shares on the date of delivery); provided that in no event shall the value of the Shares retained exceed the minimum amount of taxes required to be withheld or such other amount that will not result in a negative accounting impact. Notwithstanding the preceding sentence, the Grantee may elect, on a form provided by the Company and subject to any terms and conditions imposed by the Company, to pay or provide for payment of the required tax withholding. If the Company or any Subsidiary is required to withhold any federal, state, local or other taxes at any time other than upon delivery of the Shares under this Agreement, then the Company or Subsidiary (as applicable) shall have the right in its sole discretion to (a) require the Grantee to pay or provide for payment of the required tax withholding, or (b) deduct the required tax withholding from any amount of salary, bonus, incentive compensation or other amounts otherwise payable in cash to the Grantee (other than deferred compensation subject to Section 409A of the Code). If the Company or any Subsidiary is required to withhold any federal, state, local or other taxes with respect to Dividend Equivalents, then the Company or Subsidiary (as applicable) shall have the right in its sole discretion to reduce the cash payment related to the Dividend Equivalent by the applicable tax withholding.

12. Adjustments. The number and kind of shares of stock deliverable pursuant to the Restricted Share Units are subject to adjustment as provided in Section 16 of the Plan.

13. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws and listing requirements with respect to the Restricted Share Units; provided that, notwithstanding any other provision of this Agreement, and only to the extent permitted under Section 409A of the Code, the Company shall not be obligated to deliver any Shares pursuant to this Agreement if the delivery thereof would result in a violation of any such law or listing requirement.

14. Section 409A of the Code. It is intended that the Restricted Share Units and any Dividend Equivalents provided pursuant to this Agreement shall be exempt from, or comply with, the requirements of Section 409A of the Code, and this Agreement shall be interpreted, administered and governed in accordance with such intent. To the extent necessary to give effect to such intent, the Grantee's termination of employment shall mean, for purposes of this Agreement, the Grantee's "separation from service" within the meaning of Section 409A of the Code. In particular, it is intended that the Restricted Share Units and any Dividend Equivalents shall be exempt from Section 409A of the Code, to the maximum extent possible, pursuant to the "short-term deferral" exception thereto. However, to the extent that the Restricted Share Units or any Dividend Equivalents constitute a deferral of compensation subject to the requirements of Section 409A of the Code (for example, because the Grantee's governing employment agreement defines "Good Reason" in a manner such that the Grantee's termination of employment for Good Reason would not be treated as an involuntary separation from service for purposes of Section 409A of the Code), then the following rules shall apply, notwithstanding any other provision of this Agreement to the contrary:

(a) The Company will deliver the Shares underlying any Restricted Share Units that become vested in accordance with Section 2(b) or 2(c) of this Agreement and pay any Dividend Equivalents with respect to those vested Restricted Share Units within thirty (30) days after the first to occur of (i) the applicable Vesting Date; (ii) the occurrence of a Change in Control that is also a "change in the ownership," a "change in the effective control," or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code; or (iii) the Grantee's "separation from service" within the meaning of Section 409A of the Code; and

(b) If the Restricted Share Units (and any related Dividend Equivalents) become payable as a result of the Grantee's separation from service (other than as a result of the Grantee's death) and the Grantee is a "specified employee" at that time within the meaning of Section 409A of the Code (as determined pursuant to the Company's policy for identifying specified employees), the Company will deliver the Shares underlying the vested Restricted Share Units and pay any related Dividend Equivalents to the Grantee on the first business day that is at least six months after the date of the Grantee's separation from service (or upon the Grantee's death if the Grantee dies before the end of that six-month period).

15. Amendments. Subject to the terms of the Plan, the Compensation Committee of the Board (the "Committee") may modify this Agreement upon written notice to the Grantee. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto. Notwithstanding the foregoing, no amendment of the Plan or this Agreement shall adversely affect in a material way the rights of the Grantee under this Agreement without the Grantee's consent unless the Committee determines, in good faith, that such amendment is required for the Agreement to either be exempt from the application of, or comply with, the requirements of Section 409A of the Code, or as otherwise may be provided in the Plan.

16. Severability. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

17. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. Except with respect to the provisions of the Restrictive Covenants Agreement and of any separately executed covenant not to compete with the Company expressly referenced herein, this Agreement and the Plan contain the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement, and supersede all prior written or oral communications, representations and negotiations in respect thereto. Except as otherwise provided in Section 8(e)(iii) hereof, in the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions that arise in connection with the grant of the Restricted Share Units.

18. Successors and Assigns. Without limiting Section 5, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

19. Governing Law. Except as otherwise provided in Section 8 hereof, the interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

20. Use of Grantee's Information. Information about the Grantee and the Grantee's participation in the Plan may be collected, recorded and held, used and disclosed for any purpose related to the administration of the Plan. The Grantee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third-party administrators whether such persons are located within the Grantee's country or elsewhere, including the United States of America. The Grantee consents to the processing of information relating to the Grantee and the Grantee's participation in the Plan in any one or more of the ways referred to above.

21. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Senior Vice President, Chief Administrative Officer, General Counsel and Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

22. No Fractional Shares. Fractional Shares or units will be subject to rounding conventions adopted by the Company from time to time; provided that in no event will the total shares issued exceed the total units granted under this award.

23. Legend. To the extent required by Applicable Law, the Grantee understands that each certificate evidencing the Shares underlying any vested Restricted Share Units will bear a legend in substantially the following form, which the Grantee has read and understands:

THESE SECURITIES HAVE NOT BEEN ISSUED PURSUANT TO A REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THESE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (WHICH TRANSACTION SHALL BE ACCOMPANIED BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR OTHER APPLICABLE LAWS) OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT RELATING TO SUCH SECURITIES UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS.

If the Shares are issued in uncertificated form, the Grantee agrees that such Shares may not be offered, sold, pledged, transferred or otherwise disposed of except in accordance with the terms set forth in the legend above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date of Grant.

WILLIAMS INDUSTRIAL SERVICES GROUP INC.

By: s/ Tracy D. Pagliara
Name: Tracy D. Pagliara
Title: President and Chief Executive Officer

By executing this Agreement, you acknowledge that a copy of the Plan and the Company’s most recent Annual Report and Proxy Statement either have been received by you or are available for viewing on the Company’s internet site at https://www.wisgrp.com, and you consent to receiving this information electronically, or, in the alternative, agree to contact [•] , at [•], to request a paper copy of this information at no charge.

GRANTEE

____
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Exhibit 10.3

WILLIAMS INDUSTRIAL SERVICES GROUP INC.
CASH-BASED PERFORMANCE AWARD AGREEMENT

Notice of Cash-Based Performance Award

Williams Industrial Services Group Inc. (the "Company") grants to the Grantee named below, in accordance with the terms of the Williams Industrial Services Group Inc. 2015 Equity Incentive Plan (the "Plan") and this Cash-Based Performance Award Agreement (the "Agreement"), the opportunity to earn all, a portion, or a multiple of the Cash Award Amount set forth below, as a cash-based performance award ("Award") under the Plan. Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Plan.

Name of Grantee:	[●]
Date of Grant:	April [●], 2019
Cash Award Amount:	$[●]
Vesting Dates:	March 31, 2020, March 31, 2021 and March 31, 2022
Performance Periods:	The 2019, 2020 and 2021 fiscal years of the Company
Performance Objective:	For the 2019 Performance Period, achievement of Company year-end backlog levels, expressed in margin dollars

Terms of Agreement

1. Grant of Cash-Based Award. Subject to and upon the terms, conditions, and restrictions set forth in this Agreement and in the Plan, the Company hereby grants to the Grantee, as of the Date of Grant set forth above, the opportunity to earn all, a portion, or a multiple of the Cash Award Amount set forth above. The Cash Award Amount shall be credited, without any interest or earnings, in a book entry account established for the Grantee until payment in accordance with Section 4 hereof (or forfeiture in accordance with Section 3 hereof).

2. Vesting of Award.

(a) In General. Subject to the Grantee's compliance with the restrictions of Section 7 hereof, or the terms of the Restrictive Covenants Agreement (as defined in Section 7) or of any separately executed covenant not to compete with the Company, as applicable:

(i) Cash-Based Award. The Cash Award Amount shall be allocated in three equal portions to each of the three Performance Periods identified above. The Grantee's right to receive all, a portion, or a multiple of the portion of the Cash Award Amount allocated to a Performance Period shall be contingent upon the extent to which the Company achieves the Performance Objective established for that Performance Period in accordance with the payout levels set forth in the attached Exhibit A. Following the commencement of each Performance Period, the Compensation Committee of the Board (the "Committee") shall establish in writing the Performance Objective applicable to that Performance Period,

which shall be based upon the achievement of specified performance measures and set forth in the attached Exhibit A, as amended from time to time. After the end of each Performance Period, the Committee shall determine in writing the extent, if any, to which the Performance Objective for that Performance Period has been satisfied and shall determine the percentage, if any, of the Cash Award Amount allocated to that Performance Period that shall be payable to Grantee, subject to the vesting requirements set forth below. The earned portion of the Cash Award Amount for a Performance Period shall vest on the Vesting Date immediately following the end of that Performance Period, provided that the Grantee shall have remained in the continuous employ of the Company or a Subsidiary through the that Vesting Date

(ii) Continuous Employment. For purposes of this Section 2, the continuous employment of the Grantee with the Company and its Subsidiaries shall not be deemed to have been interrupted, and the Grantee shall not be deemed to have ceased to be an employee of the Company and its Subsidiaries, by reason of the transfer of his or her employment among the Company and its Subsidiaries.

(b) Involuntary Termination or Termination for Good Reason. If, during a Performance Period, the Grantee's employment with the Company or a Subsidiary is terminated (x) by the Company or a Subsidiary without Cause (as defined in the Plan) or by reason of the Grantee's Disability (as defined in the long-term disability plan of the Company or a Subsidiary applicable to the Grantee), (y) by the Grantee for Good Reason (as defined in the Plan), or (z) as a result of the Grantee's death, then, except as otherwise provided in paragraph (c) below (collectively, a "Qualified Termination", and provided that, within forty-five (45) days after such termination, the Grantee (or the Grantee's estate, beneficiary or other successor) shall have executed and delivered a release of claims in a form provided by the Company and such release of claims shall have become effective and irrevocable in accordance with its terms, the Grantee shall become vested in the portion of the Cash Award Amount allocated to that Performance Period equal to the product of: (i) the portion of the Cash Award Amount that would have become vested under this Agreement for that Performance Period had the Grantee remained employed with the Company or a Subsidiary through the Vesting Date immediately following the date on which the Grantee's employment terminated (based on actual performance results for the entire Performance Period), multiplied by (ii) a fraction, the numerator of which is the number of days of continuous employment completed by the Grantee during that Performance Period and the denominator of which is 365. In addition to the Cash Award Amount that that may become vested in accordance with the prior sentence, if the Grantee's Qualified Termination occurs between January 1 and March 30 of a calendar year, then subject to the release requirement described above the Grantee shall become vested in the unvested Cash Award Amount, if any, that was earned for the immediately preceding Performance Period (if any) and that would have become vested had the Grantee remained employed with the Company or a Subsidiary through March 31 of that calendar year (without pro-ration).

(c) Change in Control. The provisions of Section 21 of the Plan shall apply in the event of a Change in Control.

3. Forfeiture of Award.

(a) Forfeiture of Unvested Award. The Grantee's opportunity to receive the unvested portion of the Cash Award Amount allocated to a Performance Period shall be forfeited automatically without further action or notice if (i) the Grantee ceases to be employed by the Company or a Subsidiary prior to the Vesting Date, except as otherwise provided in Section 2(b) or 2(c), (ii) the Grantee breaches any of the restrictions of Section 7 hereof, the Restrictive Covenants Agreement or of any separately executed covenant not to compete with the Company, as applicable, or (iii) the Company fails to achieve the Performance Objective during the applicable Performance Period.

(b) Repayment of Award. This Award shall be subject to the provisions of Section 20 of the Plan regarding forfeiture and repayment of awards in the event of (i) the Grantee engaging in Detrimental Activity, (ii) the Grantee's breach of any of the restrictions of Section 7 hereof, the Restrictive Covenants Agreement (as defined herein) or of any separately executed covenant not to compete with the Company, as applicable, or (iii) as provided pursuant to the Company's Compensation Recovery Policy. Clause (ii) of the immediately preceding sentence shall be construed as a return of consideration due to the Grantee's violation of his or her promises under Section 7 of this Agreement, the Restrictive Covenants Agreement or any separately executed covenant not to compete with the Company, as applicable, and not as a liquidated damages clause. Nothing contained herein shall eliminate, reduce or compromise (x) the Company's right to assert that the restrictions provided for in Section 7 of this Agreement, the Restrictive Covenants Agreement or any separately executed covenant not to compete with the Company, as applicable, are fully enforceable as written, or as modified by a court of competent jurisdiction as provided therein, (y) the application of temporary or permanent injunctive relief as a fully appropriate and applicable remedy to enforce the restrictions as provided therein, or (z) the Company's right to pursue other remedies at law or in equity. This Section 3(b) shall survive and continue in full force in accordance with its terms and the terms of the Plan notwithstanding any termination of the Grantee's employment or the payment of the Cash Award Amount as provided herein.

4. Payment of Vested Award. Except as otherwise provided in Section 11 of this Agreement, the Company, upon vesting of this Award, the Company shall pay the vested portion of the Cash Award Amount allocated to a Performance Period (without any interest or earnings) to the Grantee in a single lump sum payment in cash within thirty (30) days following the Vesting Date (or within thirty (30) days following such earlier date as the Grantee's right to receive the Cash Award Amount becomes vested pursuant to this Agreement). Notwithstanding anything in this Agreement to the contrary, the Company may settle any portion of the vested Cash Award Amount in Shares under the Plan, based on the Fair Market Value of the Shares on the date the cash is otherwise payable hereunder.

5. Transferability. This Award may not be transferred, assigned, pledged or hypothecated in any manner, or be subject to execution, attachment or similar process, by operation of law or otherwise, unless otherwise provided under the Plan. Any purported transfer or encumbrance in violation of the provisions of this Section 5 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in the Cash Award Amount.

6. Unfunded, Unsecured Award Opportunity. The obligations of the Company under this Agreement will be merely that of an unfunded and unsecured promise of the Company to pay the Cash Award Amount in the future, subject to the terms and conditions of this Agreement and the Plan, and the rights of the Grantee will be no greater than that of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

7. Non-Solicitation; Confidentiality; Ownership of Work Product. In the event that the Grantee is a party to one or more separately executed agreements with the Company, the terms of which restrict (w) the Grantee's ability to solicit customers of the Company, (x) the Grantee's ability to solicit employees of the Company, (y) the Grantee's ability to use or disclose confidential information or trade secrets of the Company, or (z) the ownership of works (collectively, the "Restrictive Covenants Agreement"), then the terms of such applicable restriction or restrictions in the Restrictive Covenants Agreement shall govern in lieu of the corresponding restriction or restrictions set forth in Sections 7.1 – 7.17 hereof, respectively. In consideration of, and as a condition to, the Grantee's employment by the Company, the grant of this Award, a portion of the compensation and other benefits to be paid to the Grantee during such employment, the potential disclosure to the Grantee of Confidential Information (as hereinafter defined) in connection with such employment and other good and valuable consideration, the Grantee and the Company agree as follows:

7.1 Non-solicitation of or provision of competitive activities or services to Customers. During the Restricted Period, subject to (e) below, the Grantee hereby covenants and agrees that the Grantee shall not (either directly or indirectly, individually, on behalf of or in concert with others, or as an owner, a shareholder, partner, director, officer, employee, agent, or advisor of any business or entity) undertake or engage in any of the following activities without the prior written consent of the Company:

(a) Solicit (or assist in soliciting), provide, or offer to provide activities or services that are competitive with the Business of the Company to any customer (past or current) or actively sought prospective customer (or any owner, shareholder, partner, employee, agent or advisor of any past, current or prospective customer) with whom the Grantee had material contact at any time during the Grantee's employment with the Company; and/or

(b) Ask, suggest, intimate or imply to any customer (past or current) or actively sought prospective customer of the Company with whom Grantee had any material contact during the Grantee's employment with the Company, that such customer consider placing or moving an order for services that are competitive with the Business of the Company, or all or any portion of such customer's business relating to services that are competitive with the Business of the Company, to any other supplier or service provider that provides services that are competitive with the Business of the Company;

(c) Solicit, induce or attempt to induce any customer, supplier, distributor, franchisee, licensee, or other individual or entity with whom Grantee had any material contact during the Grantee's employment with the Company that has any business relationship with the Company or any of its affiliates to cease doing business with the Company or any of its affiliates, or in any way interfere with the relationship between any such customer, supplier, distributor, franchisee, licensee, or any other individual or entity and the Company or any of its affiliates; and/or

(d) Disparage, criticize, derogate, denigrate, or deprecate the Company or any of its products services or employees to any past, current or prospective customer of the Company; provided, however,

(e) If the Company does not provide Grantee with a Severance Payment, then the Grantee may undertake the activities described in Section 7.1 (a) and (b) on behalf of himself/herself or a competing business or entity provided that such activities relate to projects, bids, or jobs that are not related (directly or indirectly) to past or existing projects, bids, jobs, or opportunities for which, on behalf of the Company, Grantee performed services, worked on, was involved with, or about which Grantee had access to confidential information.

Nothing in this Agreement shall be construed to prohibit the conduct described in Section 7.1 by Grantee on behalf of and for the benefit of the Company during the term of Grantee's employment by the Company.

7.2 Non-solicitation of Employees. During the Restricted Period the Grantee hereby covenants and agrees that the Grantee shall not (either directly or indirectly, individually, on behalf of or in concert with others, or as an owner, shareholder, partner, director, officer, employee, agent, or advisor of any business or entity) solicit, recruit, induce, entice, endeavor or assist in any effort to cause any person employed by the Company to end such person's employment with the Company (whether or not such person would commit a breach of contract by accepting such other employment).

7.3 Tolling. In the event that a court of competent jurisdiction determines that Grantee has violated, or is in violation of, Grantee's obligations under Sections 7.1-7.17, the Restricted Period shall be deemed tolled for an amount of time equal to the amount of time a court finds that Grantee was or acted

in violation of this section. Moreover, in the event the enforceability of any of the terms of Sections 7.1-7.17 shall be challenged in court and as a result, Grantee is not enjoined from breaching any of Sections 7.1-7.17, and a court of competent jurisdiction (including appellate courts) subsequently finds that the challenged covenant is enforceable and orders compliance with the covenant, the Restricted Period shall be deemed tolled for an amount of time equal to the time from entry of an order finding that the covenant is not enforceable through such time as Grantee is ordered by a court to comply with the covenant.

7.4 "Restricted Period." For purposes of Sections 7.1-7.17, if the Grantee terminates his or her employment with the Company for any reason other than Good Reason, or if the Company terminates Grantee's employment with the Company for Cause, both as defined below, the term Restricted Period means the duration of the Grantee's employment with the Company and a period of one (1) year following the last date that the Grantee is employed by the Company. If the Company terminates Grantee's employment without Cause or the Grantee terminates his or her employment with the Company for Good Reason, then the term Restricted Period means the duration of the Grantee's employment with the Company and a period of time equal to the Grantee's employment with the Company, but in any event not to exceed six (6) months, following the last date that the Grantee is employed by the Company.

7.5 "Severance Payment" for purposes of Sections 7.1-7.17, means the payment, if any, provided by the Company to the Grantee as part of an agreement regarding the termination of the employer-employee relationship which provides or a severance payment, or other compensation, as the result of termination of employment.

7.6 For purposes of Sections 7.1-7.17, "Cause" as a reason for the termination of Grantee's employment means Grantee's (a) continued failure to meet deadlines or to perform substantially Grantee's duties with the Company or any of its affiliates or Grantee's disregard of the directives of Grantee's supervisor (in each case other than any such failure resulting from any medically determined physical or mental impairment); (b) willful material misrepresentation at any time by Grantee to the Company or an affiliate; (c) Grantee's commission of any act of fraud, misappropriation or embezzlement against or in connection with the Company or any of its affiliates or their respective businesses or operations; (d) Grantee's conviction, guilty plea or plea of nolo contendere for any crime involving dishonesty or for any felony; (e) Grantee's material breach of any fiduciary duties of loyalty or care to the Company or any of its affiliates or Grantee's material violation of the Company's Code of Business Conduct and Ethics or any other Company policy, as the same may be amended from time to time; (f) Grantee's illegal conduct, gross misconduct, gross insubordination or gross negligence that is materially and demonstrably injurious to the Company's business or financial condition; or, (g) excessive absenteeism.

7.7 "Good Reason" for purposes of Sections 7.1-7.17 means the Grantee's termination of employment as the result of the occurrence of any of the following: (i) Grantee's annual base salary is reduced by more than 10% below Grantee's annual base salary as in effect immediately prior to the termination of employment, (ii) Grantee's duties or responsibilities are materially reduced from the Grantee's duties or responsibilities immediately prior to the termination of employment, or (iii) continued employment would require the relocation of Grantee's principal place of employment more than 50 miles outside of the metropolitan area in which Grantee's principal place of employment is located immediately prior to the termination of employment. For purposes of clarity, in no event will any termination of Grantee's employment under circumstances in which the Company has Cause to terminate Grantee's employment constitute Good Reason. Further, Grantee may be required to travel on business to the extent necessary to efficiently perform Grantee's duties of employment, and such business travel shall not in any case constitute grounds to terminate Grantee's employment for Good Reason.

7.8 Trade Secrets.

(a) The Grantee shall hold in confidence all Trade Secrets of the Company and/or its customers (the " Associated Companies") that have or will come into the Grantee's knowledge or possession during the Grantee's employment by the Company and shall not disclose, publish or make use of such Trade Secrets at any time without the prior written consent of the Company for so long as the Trade Secret remains a trade secret.

(b) Notice of Immunity under Defend Trade Secrets Act. Grantee is hereby notified that the following immunities exist under the U.S. Defend Trade Secrets Act of 2016: (1) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

7.9 Confidential Information. The Grantee shall hold in confidence all Confidential Information of the Company or of the Associated Companies that have or will come into the Grantee's knowledge or possession during the Grantee's employment by the Company and shall not disclose, publish or make use of such Confidential Information without the prior written consent of the Company for so long as the Confidential Information remains confidential.

7.10 Return of Company Property. Upon the request of the Company or, in any event with or without a request upon the termination of the Grantee's employment with the Company, the Grantee shall deliver to the Company all memoranda, notes, records, manuals or other documents (including, but not limited to, written instruments, voice or data recordings, or computer tapes, disks or files of any nature), including all copies of such materials and all documentation prepared or produced in connection therewith, pertaining to the performance of the Grantee's services for the Company, the Business of the Company or of the Associated Companies, or containing Trade Secrets or Confidential Information of the Company or pertaining to the Company's Business or the Associated Companies' business, whether made or compiled by the Grantee or furnished to the Grantee. Upon the request of the Company and, in any event, upon the termination of the Grantee's employment with the Company, the Grantee shall also deliver to the Company all computers, credit cards, telephones, office equipment, software, and other property the Company furnished to or in the possession of the Grantee.

7.11 Interpretation. The restrictions stated in Sections 7.1-7.17 are in addition to and not in lieu of protections afforded to trade secrets and confidential information under applicable law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the Company's right under applicable law to protect its trade secrets and confidential information.

7.12 "Trade Secret" means information without regard to form, including but not limited to any technical or nontechnical data, formula, pattern, compilation, program, device, method, technique drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

7.13 "Confidential Information" means any data or information, other than Trade Secrets, that is valuable to the Company (and/or its customers) and not generally known to the public or to competitors of the Company.

7.14 The Company shall own all Work Product. "Work Product" means all intellectual property rights including all Trade Secrets, registered and unregistered copyrights under U.S. and international law, copyrightable material or works, patents, patentable inventions, discoveries and improvements, and other intellectual property rights, in any technology software, data files documentation, or other work product or material that relates to the business and/or interests of the Company and that the Employee conceives, develops, creates or delivers (whether individually or working with others) to the Company at any time during the Employee's employment with the Company. All Work Product shall be considered work made for hire by the Grantee and owned by the Company. The Grantee hereby irrevocably relinquishes for the benefit of the Company and its assigns any moral rights in and to the Work Product recognized by applicable law.

7.15 If any of the Work Product may not, by operation of law, be considered work made for hire by the Grantee for the Company, or if ownership of all right, title, and interest in and to the intellectual property rights therein shall not otherwise vest exclusively in the Company, the Grantee hereby agrees to assign, and upon creation thereof automatically assigns, without further consideration, the ownership of all Trade Secrets, registered and unregistered copyrights under United States and international law, copyrightable material or works, patents, patentable inventions: and other intellectual property rights therein to the Company, its successors and assigns.

7.16 The Company, its successors and assigns, shall have the right to obtain and hold in its or their own name copyright registrations, trademark registrations, patents and any other protection available in the foregoing.

7.17 The Grantee agrees to perform, upon the reasonable request of the Company, during or after employment such further acts as may be necessary or desirable to transfer, perfect, and defend the Company's ownership of the Work Product, including but not limited to: (a) executing, acknowledging, and delivering any requested affidavits and documents of assignment and conveyance; (b) assisting in the preparation, prosecution, procurement, maintenance and enforcement of all copyrights and, if applicable, patents with respect to the Work Product in any countries; (c) providing testimony in connection with any proceeding affecting the right, title, or interest of the Company in any Work Product; and (d) performing any other acts deemed necessary or desirable to carry out the purposes of this Agreement. The Company shall reimburse any reasonable out-of-pocket expenses incurred by the Grantee at the Company's request in connection with the foregoing, including (unless the Grantee is otherwise being compensated at the time) a reasonable and pre-agreed per diem or hourly fee for services rendered following termination of the Grantee's employment.

7.18 Miscellaneous.

(i) The Grantee acknowledges that the restrictions, prohibitions and other provisions in Sections 7.1 – 7.17 are reasonable, fair and equitable in scope, terms and duration, and are necessary to protect the legitimate business interests of the Company. The terms and provisions of Sections 7.1 – 7.17 are intended to be separate and divisible provisions and if, for any reason, any one or more of them is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Agreement shall thereby be affected. It is the intention of the parties to this Agreement that the potential restrictions on the Grantee imposed by Sections 7.1 – 7.17 be reasonable in scope and in all other respects. If for any reason any court of competent jurisdiction shall find any provisions of Sections 7.1 – 7.17 unreasonable in scope or otherwise, the Grantee and the Company agree that the restrictions and

prohibitions contained herein may be modified by a court of competent jurisdiction and shall be effective to the fullest extent allowed under Applicable Law in such jurisdiction. The Grantee agrees to disclose the existence of this Agreement to any subsequent employer.

(ii) The Grantee hereby agrees that any remedy at law for any breach or threatened breach of the provisions of Sections 7.1 – 7.17 will be inadequate and that the Company will be entitled to injunctive relief in addition to any other remedy the Company might have under this Agreement. The Grantee hereby expressly acknowledges that the harm which might result to the Company's business as a result of any noncompliance by the Grantee with the provisions of Sections 7.1 – 7.17 would be largely irreparable. The parties agree that if the Company pursues legal action to enforce the terms and conditions of Sections 7.1 – 7.17 and obtains all or part of the relief sought, the Grantee shall be responsible for the reasonable attorney's fees and costs of the Company in bringing such action.

(iii) Notwithstanding any other provision of this Agreement or the Plan, the rights and obligations of the parties hereto, and any claims or disputes relating to Sections 7.1 – 7.17 shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflict of laws thereof. Each party agrees that any action arising out of or relating to Sections 7.1 – 7.17 shall be brought in the Superior Court of Dekalb County, Georgia or the United States District Court for the Northern District of Georgia, or if the action is brought by the Company and if Grantee resides in Georgia, the Superior Court of the Georgia county in which Grantee resides in Georgia if so required by law, and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts, and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action in those jurisdictions.

(iv) For purposes of Sections 7.1 – 7.17, the term "Company" shall be deemed to include Williams Industrial Services Group Inc., its Subsidiaries and affiliates, and all of their respective successors and assigns.

8. No Employment Contract. Nothing contained in this Agreement shall confer upon the Grantee any right with respect to continuance of employment by the Company and its Subsidiaries, nor limit or affect in any manner the right of the Company and its Subsidiaries to terminate the employment or adjust the compensation of the Grantee, in each case with or without Cause.

9. Relation to Other Benefits. Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

10. Taxes and Withholding. The Grantee is responsible for any federal, state, local or other taxes with respect to this Award, and the Company does not guarantee any particular tax treatment or results in connection with this Award. The Company and its Subsidiaries will have the right to deduct from any payment of the Cash Award Amount (or any other cash payment to the Grantee) any federal, state, local or other taxes which, in the opinion of the Company or an applicable Subsidiary are required to be withheld with respect to this Award.

11. Section 409A of the Code. It is intended that the Award shall be exempt from, or comply with, the requirements of Section 409A of the Code, and this Agreement shall be interpreted, administered and governed in accordance with such intent. To the extent necessary to give effect to such intent, the Grantee's termination of employment shall mean, for purposes of this Agreement, the Grantee's "separation

from service" within the meaning of Section 409A of the Code. In particular, it is intended that the Award shall be exempt from Section 409A of the Code, to the maximum extent possible, pursuant to the "short-term deferral" exception thereto. However, to the extent that the Award constitutes a deferral of compensation subject to the requirements of Section 409A of the Code (for example, because the Grantee's governing employment agreement defines "Good Reason" in a manner such that the Grantee's termination of employment for Good Reason would not be treated as an involuntary separation from service for purposes of Section 409A of the Code), then the following rules shall apply, notwithstanding any other provision of this Agreement to the contrary:

(a) The Company will pay any portion of the Cash Award Amount that becomes vested in accordance with Section 2(b) or 2(c) of this Agreement within thirty (30) days after the first to occur of (i) the Vesting Date; (ii) the occurrence of a Change in Control that is also a "change in the ownership," a "change in the effective control," or a "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code; or (iii) the Grantee's "separation from service" within the meaning of Section 409A of the Code; and

(b) If any portion of the Cash Award Amount becomes payable as a result of the Grantee's separation from service (other than as a result of the Grantee's death) and the Grantee is a "specified employee" at that time within the meaning of Section 409A of the Code (as determined pursuant to the Company's policy for identifying specified employees), the Company will pay any vested Cash Award Amount to the Grantee on the first business day that is at least six months after the date of the Grantee's separation from service (or upon the Grantee's death if the Grantee dies before the end of that six-month period).

12. **Amendments**. Subject to the terms of the Plan, the Committee may modify this Agreement upon written notice to the Grantee. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto. Notwithstanding the foregoing, no amendment of the Plan or this Agreement shall adversely affect in a material way the rights of the Grantee under this Agreement without the Grantee's consent unless the Committee determines, in good faith, that such amendment is required for the Agreement to either be exempt from the application of, or comply with, the requirements of Section 409A of the Code, or as otherwise may be provided in the Plan.

13. **Severability**. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

14. **Relation to Plan**. This Agreement is subject to the terms and conditions of the Plan. Except with respect to the provisions of the Restrictive Covenants Agreement and of any separately executed covenant not to compete with the Company expressly referenced herein, this Agreement and the Plan contain the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement, and supersede all prior written or oral communications, representations and negotiations in respect thereto. Except as otherwise provided in Section 7(e)(iii) hereof, in the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions that arise in connection with this Agreement.

15. **Successors and Assigns**. Without limiting Section 5, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

16. Governing Law. Except as otherwise provided in Section 7 hereof, the interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

17. Use of Grantee's Information. Information about the Grantee and the Grantee's participation in the Plan may be collected, recorded and held, used and disclosed for any purpose related to the administration of the Plan. The Grantee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third-party administrators whether such persons are located within the Grantee's country or elsewhere, including the United States of America. The Grantee consents to the processing of information relating to the Grantee and the Grantee's participation in the Plan in any one or more of the ways referred to above.

18. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Senior Vice President, Chief Administrative Officer, General Counsel and Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date of Grant.

WILLIAMS INDUSTRIAL SERVICES GROUP INC.

By: s/ Tracy D. Pagliara
Name: Tracy D. Pagliara
Title: President and Chief Executive Officer

By executing this Agreement, you acknowledge that a copy of the Plan and the Company's most recent Annual Report and Proxy Statement either have been received by you or are available for viewing on the Company's internet site at https://www.wisgrp.com, and you consent to receiving this information electronically, or, in the alternative, agree to contact [●], at [●], to request a paper copy of this information at no charge.

GRANTEE

____
[●]

EXHIBIT A
PERFORMANCE OBJECTIVE FOR THE
2019 PERFORMANCE PERIOD

One third of the Cash Award Amount is allocated to the Performance Period commencing January 1, 2019 and ending December 31, 2019. The Performance Objective for the Performance Period commencing January 1, 2019 and ending December 31, 2019 shall consist of the performance metric set forth in this Exhibit A, as updated from time-to-time. The Performance Objective for the 2020 and 2021 Performance Periods will be established by the Committee on an annual basis and will be communicated to the Grantee within 30 days after establishment by the Committee.

Performance Objective	**Threshold** (50% payout of 1/3 of the Cash Award Amount)	**Target** (100% payout of 1/3 of the Cash Award Amount)	**Maximum** (200% payout of 1/3 of the Cash Award Amount)
Year-end backlog performance expressed in margin dollars*	$22.2 million	$24.1 million	$33.3 million

* Performance Objective is tied to Company backlog, expressed in total margin dollars, at the end of the Performance Period (*i.e.,* December 31, 2019). Margin dollars associated with lump sum contracts will be discounted by 20% to risk adjust the total margin backlog. Orders in backlog with a margin of less than 4% are excluded. Straight line interpolation will be used for performance between threshold, target and maximum levels.

Notwithstanding any other provision of this Agreement, the Committee may in its sole discretion, and without the consent of the Grantee or any other persons, modify the payout formulas, Performance Objective or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable (i) to reflect a change in the business, operations, corporate structure or capital structure of the Company or its Subsidiaries, the manner in which it conducts its business, or other events or circumstances; or (ii) in such other circumstances as the Committee may determine, in its sole discretion.

Exhibit 10.4

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is made and entered into as of June 24, 2019, by and between Timothy M. Howsman ("Executive") and Williams Industrial Services Group Inc. (the "Company"). The Company and Executive are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Executive and the Company have determined to provide for the termination of Executive's employment with the Company on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Employment; Resignations. Effective as of June 21, 2019 (the "Separation Date"), Executive's employment with the Company and its affiliates (including, without limitation, as Chief Financial Officer of the Company) shall terminate and Executive shall cease to be an employee and officer of any and all of the foregoing. In addition, as of the Separation Date, Executive shall, and by execution of this Agreement he does, resign from any and all directorships Executive may hold with any of the Company's affiliates. Executive hereby agrees to execute any and all additional documentation the Company may deem necessary or appropriate to effectuate such resignations upon request by the Company, but he shall be treated for all purposes as having so resigned upon the Separation Date, regardless of when or whether he executes any such additional documentation. As used in this Agreement, the term "affiliate" means any entity controlled by, controlling, or under common control with, the Company.

2. Accrued Benefits. The Company shall pay or provide to Executive the following payments and benefits:

(a) Salary and Vacation Pay. By the next regular payroll date after the Separation Date (or such earlier date as required by law), the Company shall issue to Executive his final paycheck, reflecting (i) his earned but unpaid base salary through the Separation Date, (ii) his accrued but unused vacation pay through the Separation Date, and (iii) the remaining earned but unpaid amount of his 2018 short-term incentive.

(b) Expense Reimbursements. The Company, within 30 calendar days after the Separation Date, shall reimburse Executive for any and all reasonable business expenses incurred by Executive in connection with the performance of his duties prior to the Separation Date, which expenses shall be submitted by Executive to the Company with supporting receipts and/or documentation no later than 15 calendar days after the Separation Date.

(c) Other Benefits. All Company-provided benefits cease to accrue on the Separation Date, including but not limited to accrual of vacation, sick, and other benefits. The Company will continue to provide Executive his existing level of health and medical insurance benefits through June 30, 2019 and Executive will thereafter be eligible for continued coverage under COBRA, as subsidized by the Company to the extent provided in Section 3(d) below. Executive will receive information regarding election of benefit continuation separately.

3. Severance Benefits. In consideration of, and subject to and conditioned upon Executive's execution and non-revocation of the release attached as Exhibit A to this Agreement (the "Release") and the effectiveness of such Release as provided in Section 4 of this Agreement, and subject to Executive's continuing compliance with his obligations in Sections 5 and 6 hereof, the Company will pay or provide to Executive the following payments and benefits, which Executive acknowledges and agrees constitute adequate and valuable consideration, in and of themselves, for the promises contained in this Agreement:

(a) Salary Continuation. The Company shall pay to Executive an amount equal to Executive's annual base salary (*i.e.*, a total of $300,000) payable at the same times and in the same increments as if Executive's employment continued from the Separation Date through the 1st anniversary of the Separation Date, except that any payments that would otherwise be made between the Separation Date and the date that the Release becomes effective and irrevocable (the "Release Date") will be accumulated and paid, without interest, on the first regularly scheduled payroll date falling on or after the Release Date.

(b) 2019 Short-Term Incentive. The Company shall pay to Executive a short-term incentive for the 2019 fiscal year, based on actual performance results for the entire fiscal year without regard to any discretionary adjustments that have the effect of reducing the amount of the short-term incentive (other than discretionary adjustments applicable to all senior executives who did not terminate employment) and pro-rated based on the number of days Executive was employed for the fiscal year through the Separation Date, which shall be paid at the same time that short-term incentives for such year are paid by the Company to participants under the 2019 short-term incentive plan who remain employed (but in no event later than April 30, 2020).

(c) Equity Awards. The Company has granted Executive certain restricted share units (and related cash-based long-term incentive performance awards) that were outstanding immediately prior to the Separation Date pursuant to the terms and conditions of the Company's equity compensation plan and the restricted share unit award agreement(s) between the Parties (collectively, the "Restricted Share Units"). The Restricted Share Units that remain outstanding immediately prior to the Separation Date shall vest, to the extent provided under the terms and conditions of the applicable award agreement(s), as if Executive's employment were terminated without "cause" on the Separation Date. Any vested Restricted Share Units will be paid to Executive in accordance with the terms, and subject to the conditions, of the award agreement(s) (the "Equity Agreements"), and any unvested Restricted Share Units will be forfeited.

(d) Health Insurance. If Executive timely elects continued health and dental coverage under COBRA, the Company will pay Executive's full cost of his COBRA premiums to continue his coverage (including coverage for his eligible dependents, if applicable) (the "COBRA Premiums") for the 1 year period commencing on July 1, 2019 (the "COBRA Premium Period"). The COBRA Premium Period runs concurrently with the COBRA continuation period; provided that Executive may elect to pay for the last six months of the 18-month COBRA continuation period. During the COBRA Premium Period, an amount equal to the applicable COBRA Premiums (or such other amounts as may be required by law) will be included in Executive's income for tax purposes to the extent required by applicable law and the Company may withhold taxes from Executive's other compensation for this purpose. Notwithstanding the foregoing, if Executive becomes re-employed with another employer and is eligible to receive substantially

equivalent health benefits under another employer-provided plan, then the Company's payment obligations and Executive's right to the subsidized premium payments as described in this Section 3(d) shall cease.

(e) Relocation. The Company shall reimburse Executive for the reasonable expenses incurred in terminating his apartment lease, which reimbursement shall be payable within 30 calendar days after receiving supporting documentation, provided that the Company receives all documentation no later than November 15, 2019. In addition, the Company shall reimburse Executive for the reasonable expenses incurred in relocating Executive's personal good to his principal residence in Arkansas (including packing, moving, transportation and unloading expenses), subject to a cap of $5,000, which reimbursement shall be payable within 30 calendar days after receiving supporting documentation, provided that the Company receives all documentation no later than November 15, 2019.

4. Release of Claims. Executive shall execute and deliver the Release to the Company within 21 calendar days following the Separation Date (the "Release Period"). If Executive fails to execute and deliver the Release to the Company during the Release Period, or if the Release is revoked by Executive before it has become irrevocable pursuant to its terms, Executive will not be entitled to any payment or benefit under Section 3 of this Agreement.

5. Employment Agreement. Executive acknowledges that the payments and arrangements contained in this Agreement shall constitute full and complete satisfaction of any and all payments and benefits to which Executive may be entitled as a result of his employment with the Company and the termination thereof. Executive agrees that, as of the Separation Date, this Agreement supersedes and replaces the severance terms of the Employment Agreement between Executive and the Company dated as of July 31, 2018 (the "Employment Agreement") and that, provided the Company observes its obligations under this Agreement, the Company has no further obligations to make any payments or provide any benefits to Executive under the terms of the Employment Agreement. Notwithstanding the foregoing and the termination of Executive's employment with the Company, Executive and the Company each acknowledge and agree that the following terms and conditions of the Employment Agreement remain in effect, as modified below:

(a) Section 2(f), Compensation Recovery Policy, and Executive acknowledges that he shall remain subject to the provisions of the Compensation Recoupment Policy Acknowledgement and Agreement and the related Compensation Recovery Policy between the Company and the Executive, as in effect on the Separation Date, which agreement and Policy shall survive and continue in full force and effect notwithstanding the termination of Executive's employment and shall be applicable to payments made and to be made by the Company to Executive under either of Sections 2 and 3 of this Agreement;

(b) Section 3(g), Indemnification and Insurance;

(c) Section 7, Work Product;

(d) Section 8, Confidential Information;

(e) Section 9, Non-compete; Non-solicitation;

(f) Section 10, Remedies; and

(g) Section 11, Cooperation in Investigations and Proceedings; provided that, in addition to his obligations under Section 11 of the Employment Agreement, at the request of the Chief Executive Officer of the Company, Executive shall also make himself available (by telephone or otherwise) at reasonable times during normal business hours and on reasonable notice, to conscientiously and in good faith perform consulting services related to the successful transition of his duties as Chief Financial Officer for a period of up to 90 calendar days after the Separation Date (the "Consulting Services"), and shall receive no additional consideration for such Consulting Services, over and above the amounts or benefits paid or provided under Section 3 hereof (but Executive's reasonable travel expenses associated therewith shall be reimbursed in accordance with Company policies).

6 . Return of Property. In addition to, and not in lieu of, Executive's obligations to return certain property to the Company under Section 8 of the Employment Agreement, by not later than June 24, 2019, Executive shall return to the Company all items of Company property previously in his possession, including without limitation, keys, credit cards, telephone calling cards, computer hardware and software, cellular and portable telephone equipment, manuals, books, notebooks, financial statements, reports and other documents. For the avoidance of doubt, Executive is entitled to retain his personal cell phone and cellular telephone number. Notwithstanding the foregoing, in connection with Executive's role as a consultant following the Separation Date in accordance with Section 5(g) above, during the 90-day consulting period Executive may keep in his possession items of Company property that are identified by the Company as appropriate for such role.

7. Non-Disparagement.

(a) Executive agrees that he will not do or say anything that could reasonably be expected to disparage or impact negatively the name or reputation in the marketplace of the Company or any of its affiliates, employees, officers, directors, stockholders, members, principals or assigns. Subject to Executive's continuing obligations to comply with Section 8 (Confidential Information) of the Employment Agreement as provided herein, nothing in this Section 7 shall preclude Executive from responding truthfully to any legal process or truthfully testifying in a legal or regulatory proceeding, provided that, to the extent permitted by law, Executive promptly informs the Company of any such obligation prior to participating in any such proceedings.

(b) The Company agrees that it will not release any information or make any statements, and its officers and directors shall not do or say anything that could reasonably be expected to disparage or impact negatively the name or reputation in the marketplace of Executive. Nothing herein shall preclude the Company or any of its affiliates, employees, officers, directors,

stockholders, members, principals or assigns from responding truthfully to any legal process or truthfully testifying in a legal or regulatory proceeding, provided that to the extent permitted by law, the Company will promptly inform Executive in advance if it has reason to believe such response or testimony will directly relate to Executive, or preclude the Company from complying with applicable disclosure requirements.

8. Miscellaneous.

(a) Section 409A. The intent of the Parties is that payments and benefits under this Agreement comply with Section 409A of the Code ("Section 409A") or are exempt therefrom and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If Executive notifies the Company (with specificity as to the reason therefor) that Executive believes that any provision of this Agreement would cause Executive to incur any additional tax or interest under Section 409A and the Company concurs with such belief or the Company (without any obligation whatsoever to do so) independently makes such determination, the Company shall, after consulting with Executive, reform such provision in a manner that is economically neutral to the Company to attempt to comply with Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A. The Parties hereby acknowledge and agree that (i) the payments and benefits due to Executive under Section 3 above are payable or provided on account of Executive's "separation from service" within the meaning of Section 409A, (ii) the payments and benefits under this Agreement are intended to be treated as separate payments for purposes of Section 409A, and (iii) Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code. Notwithstanding any provision of this Agreement to the contrary, any payment under this Agreement that is considered nonqualified deferred compensation subject to Section 409A shall be paid no earlier than (1) the date that is six months after the date of Executive's separation from service for any reason other than death, or (2) the date of Executive's death. In no event may Executive, directly or indirectly, designate the calendar year of any payment under this Agreement.

(b) Withholding. The Company or its affiliates, as applicable, may withhold from any amounts payable or benefits provided under this Agreement such Federal, state, local, foreign or other taxes as shall be required to be withheld pursuant to any applicable law or regulation. Notwithstanding the foregoing, Executive shall be solely responsible and liable for the satisfaction of all taxes, interest and penalties that may be imposed on Executive in connection with this Agreement (including any taxes, interest and penalties under Section 409A of the Code), and neither the Company nor its affiliates shall have any obligation to indemnify or otherwise hold Executive harmless from any or all of such taxes, interest or penalties.

(c) Severability. In construing this Agreement, if any portion of this Agreement shall be found to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be given effect to the maximum extent permitted without considering the void, invalid or unenforceable provision.

(d) Successors. This Agreement is personal to Executive and without the prior written consent of the Company shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's surviving spouse, heirs, and legal representatives. This Agreement shall inure to the

benefit of and be binding upon the Company and its affiliates, and their respective successors and assigns.

(e) Final and Entire Agreement; Amendment. This Agreement, together with the Release, the surviving portions of the Employment Agreement, Equity Awards and Compensation Recoupment Policy, represents the final and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel with respect to the subject matter hereof. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the Parties, and stating the intent of the Parties to amend this Agreement.

(f) Representation By Counsel. Each of the Parties acknowledges that it or he has had the opportunity to consult with legal counsel of its or his choice prior to the execution of this Agreement and the Release. Without limiting the generality of the foregoing, Executive acknowledges that he has had the opportunity to consult with his own independent legal counsel to review this Agreement for purposes of compliance with the requirements of Section 409A or an exemption therefrom, and that he is relying solely on the advice of his independent legal counsel for such purposes. Moreover, the Parties acknowledge that they have participated jointly in the negotiation and drafting of this Agreement and the Release. If any ambiguity or question of intent or interpretation arises, this Agreement and the Release shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(g) Governing Law; Jurisdiction. This Agreement and the Release shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to conflict of laws principles. Each Party (i) agrees that any action arising out of or relating to this Agreement or Executive's employment by the Company shall be brought exclusively in the Superior Court of Dekalb County, Georgia or the United States District Court for the Northern District of Georgia, (ii) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of those courts, and (iii) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action in those jurisdictions. EACH PARTY WAIVES ITS OR HIS RIGHT TO TRIAL BY JURY AS TO ALL CLAIMS REGARDING, OR ARISING UNDER, THE TERMS OF THIS AGREEMENT. The Parties further agree that the prevailing party (by judgment, court order or negotiated private settlement) in any action to enforce its or his rights under this Agreement shall be entitled to recover payment from the non-prevailing party of the prevailing party's reasonable costs, expenses and attorneys' fees, as well as expert witness fees and expenses, incurred in connection with any such action.

(h) Notices. All notices and other communications hereunder shall be in writing and shall be given by hand delivery or overnight courier to the other Party or by registered or certified mail, return receipt requested, postage prepaid, or by overnight courier, addressed as follows:

If to Executive: at Executive's most recent address on the records of the Company;

If to the Company: Williams Industrial Services Group Inc., 100 Crescent Centre Parkway, Suite 1240, Tucker, GA 30084, Attention: General Counsel;

or to such other address as either Party shall have furnished to the other in writing in accordance herewith. Any notice under this Agreement will be deemed to have been given: when delivered, if given by hand delivery; three calendar days after having been mailed, if given by registered or certified mail; and on the date on which delivery was first attempted by the overnight courier, if sent by overnight courier.

(i) Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or other electronic transmission), each of which shall be deemed an original, but all of which taken together shall constitute one original instrument.

(j) Inconsistent Agreements. To the extent of a conflict or inconsistency between this Agreement and the Employment Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have each executed this Agreement as of the date first above written.

WILLIAMS INDUSTRIAL SERVICES GROUP INC.	EXECUTIVE
By:/s/ Tracy D. Pagliara	/s/ Timothy M. Howsman
Tracy D. Pagliara	Timothy M. Howsman
President and Chief Executive Officer	

EXHIBIT A
GENERAL RELEASE

This General Release (this "Release") is made and entered into as of this 24th day of June, 2019, by and between Williams Industrial Services Group Inc. (the "Company") and Timothy M. Howsman ("Executive").

1. Employment Status. Executive's employment with the Company and its affiliates terminated effective as of June 21, 2019 (the "Separation Date").

2. Payments and Benefits. Upon the effectiveness of the terms set forth herein, the Company shall provide Executive with the payments and benefits (collectively, the "Severance Benefits") set forth in Section 3 of the Separation Agreement between Executive and the Company dated as of June 24, 2019 (the "Separation Agreement"), upon the terms, and subject to the conditions, of the Separation Agreement. For the avoidance of doubt, Executive acknowledges that unless and until this Release becomes effective and irrevocable pursuant to its terms, he will not be entitled to receive any of the Severance Benefits. Executive agrees that Executive has been fully compensated for all work performed through the Separation Date, and is not entitled to receive any additional payments as wages, vacation or bonuses except as otherwise provided under Sections 2 and 3 of the Separation Agreement.

3. No Liability. This Release does not constitute an admission by the Company or its affiliates or their respective officers, directors, partners, agents, or employees, or by Executive, of any unlawful acts or of any violation of federal, state or local laws.

4. Release. In consideration of the Severance Benefits, Executive for himself, his heirs, administrators, representatives, executors, successors and assigns (collectively, "Releasors") does hereby irrevocably and unconditionally release, acquit and forever discharge the Company, its respective affiliates and their respective successors and assigns (the "Company Group") and each of its officers, directors, partners, agents, and former and current employees, including without limitation all persons acting by, through, under or in concert with any of them (collectively, "Releasees"), and each of them, from any and all claims, demands, actions, causes of action, costs, expenses, attorney fees, and all liability whatsoever, whether known or unknown, fixed or contingent, which Executive has, had, or may ever have against the Releasees relating to or arising out of Executive's employment or separation from employment with the Company Group, from the beginning of time and up to and including the date Executive executes this Release. This Release includes, without limitation, (a) law or equity claims; (b) contract (express or implied) or tort claims; (c) claims for wrongful discharge, retaliatory discharge, whistle blowing, libel, slander, defamation, unpaid compensation, intentional infliction of emotional distress, fraud, public policy contract or tort, and implied covenant of good faith and fair dealing; (d) claims under or associated with any of the Company Group's incentive compensation plans or arrangements; (e) claims arising under any federal, state, or local laws of any jurisdiction that prohibit age, sex, race, national origin, color, disability, religion, veteran, military status, sexual orientation, or any other form of discrimination, harassment, or retaliation (including without limitation under the Age Discrimination in Employment Act of 1967 as amended by the Older Workers Benefit Protection Act ("ADEA"), Title VII of the Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991, the Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990, the

Rehabilitation Act, the Family and Medical Leave Act, the Sarbanes-Oxley Act, the Employee Polygraph Protection Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Genetic Information Nondiscrimination Act of 2008 ("GINA"), the Fair Labor Standards Act ("FLSA"), the Lilly Ledbetter Fair Pay Act or any other foreign, federal, state or local law or judicial decision); (f) claims arising under the Employee Retirement Income Security Act; and (g) any other statutory or common law claims related to Executive's employment with the Company Group or the separation of Executive's employment with the Company Group.

Without limiting the foregoing paragraph, Executive represents that he understands that this Release specifically releases and waives any claims of age discrimination, known or unknown, that Executive may have against the Company Group as of the date he signs this Release. This Release specifically includes a waiver of rights and claims under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act. Executive acknowledges that as of the date he signs this Release, he may have certain rights or claims under the Age Discrimination in Employment Act, 29 U.S.C. §626 and he voluntarily relinquishes any such rights or claims by signing this Release.

Notwithstanding the foregoing provisions of this Section 4, nothing herein shall release the Company Group from (i) any obligation under, or continued or preserved by, the Separation Agreement, including, without limitation, Section 2 or Section 3 of the Separation Agreement; (ii) any obligation to provide all benefit entitlements under any Company benefit or welfare plan that were vested as of the Separation Date, including the Company's 401(k) plan and the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended; (iii) Executive's rights of indemnification and directors and officers liability insurance as in effect as of the Separation Date; and (iv) any rights or claims that relate to events or circumstances that occur after the date that Executive executes this Release.

5. Bar. Executive acknowledges and agrees that if he should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees with respect to any cause, matter or thing which is the subject of the release under Section 4 of this Release, this Release may be raised as a complete bar to any such action, claim or proceeding, and the applicable Releasee may recover from Executive all costs incurred in connection with such action, claim or proceeding, including attorneys' fees, along with the Severance Benefits.

6. Right to Engage in Protected Activity. Nothing contained in this Release limits Executive's ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing in this Release, the Separation Agreement or any other Company agreement, policy, practice, procedure, directive or instruction shall prohibit Executive from reporting possible violations of federal, state or local laws or regulations to any Government Agency or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Executive does not need prior authorization of any kind to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures. If Executive files any charge or complaint with any Government Agency, and if the Government Agency pursues any claim on Executive's behalf, or if any other third party pursues any claim on Executive's behalf, Executive waives any right to monetary or other individualized relief (either

individually, or as part of any collective or class action) from the Releasees that arises out of alleged facts or circumstances on or before the effective date of this Release; provided that nothing in this Release or the Separation Agreement limits any right Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission or other Government Agency.

7. Governing Law; Venue. This Release shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Georgia, without regard to conflicts of law principles. Venue for purposes of this Release shall be the same as that in the Separation Agreement.

8. Acknowledgment. Executive has read this Release, understands it, and voluntarily accepts its terms, and Executive acknowledges that he has been advised by the Company to seek the advice of legal counsel (at Executive's cost) before entering into this Release. Executive acknowledges that he was given a period of 21 calendar days within which to consider and execute this Release, and to the extent that he executes this Release before the expiration of the 21-day period, he does so knowingly and voluntarily and only after consulting his attorney. Executive acknowledges and agrees that the promises made by the Company Group hereunder represent substantial value over and above that to which Executive would otherwise be entitled. Executive acknowledges and reconfirms the promises in Sections 7, 8, 9, 10 and 11 of the Employment Agreement between Executive and the Company dated as of July 31, 2018.

9. Revocation. Executive has a period of 7 calendar days following the execution of this Release during which Executive may revoke this Release by delivering written notice to the Company in the manner specified in Section 8(h) of the Separation Agreement, and this Release shall not become effective or enforceable until such revocation period has expired. Executive understands that if he revokes this Release, it will be null and void in its entirety, and he will not be entitled to any payments or benefits provided in this Release, including without limitation any Severance Benefits pursuant to Section 3 of the Separation Agreement.

10. Miscellaneous. This Release, together with the Separation Agreement and the other documents referenced therein, is the complete understanding between Executive and the Company Group in respect of the subject matter of this Release and supersedes all prior agreements relating to Executive's employment with the Company Group, in each case, except as specifically excluded by this Release. Executive has not relied upon any representations, promises or agreements of any kind except those set forth herein in signing this Release. In the event that any provision of this Release should be held to be invalid or unenforceable each and all of the other provisions of this Release shall remain in full force and effect. If any provision of this Release is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Release to be upheld and enforced to the maximum extent permitted by law. Executive agrees to execute such other documents and take such further actions as reasonably may be required by the Company Group to carry out the provisions of this Release.

11. Counterparts; Electronic Transmission. This Release may be executed by the parties hereto in counterparts, which taken together shall be deemed one original. Any facsimile or electronically transmitted copies hereto or signature hereon shall, for all purposes, be deemed originals.

IN WITNESS WHEREOF, the Parties hereto have each executed this Release as of the date first above written.

WILLIAMS INDUSTRIAL SERVICES GROUP INC.	EXECUTIVE
By: /s/ Tracy D. Pagliara	/s/ Timothy M. Howsman
Tracy D. Pagliara	Timothy M. Howsman
President and Chief Executive Officer	

Exhibit 10.5

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is effective as of the 12th day of August, 2019 (the "Effective Date"), between Williams Industrial Services Group Inc. (the "Company") and Charles E. Wheelock ("Executive"). In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment Term. The Company shall continue to employ Executive, and Executive accepts continued employment with the Company, upon the terms and subject to the conditions set forth in this Agreement, for the period beginning on the Effective Date and ending on the first anniversary of the Effective Date, unless terminated earlier pursuant to the provisions of this Agreement (the "Term"). The Term shall be automatically renewed for successive one-year periods on the terms and subject to the conditions of this Agreement commencing on the first anniversary of the Effective Date, and on each anniversary date thereafter, unless terminated earlier pursuant to the provisions of this Agreement or unless either the Company or Executive gives the other party written notice, at least 90 calendar days prior to the end of such initial or extended Term, of its or his intention not to renew this Agreement or the employment of Executive. For purposes of this Agreement, any reference to the "Term" of this Agreement shall include the original term and any extension thereof.

2. Position and Duties; Location.

(a) Position and Duties. During the Term, Executive shall be employed by the Company as Senior Vice President, Chief Administrative Officer, General Counsel & Secretary. Executive shall report solely to the Chief Executive Officer ("CEO") and the Board of Directors of the Company (the "Board") and shall have such duties, responsibilities and authorities as are customarily associated with his position and such additional duties and responsibilities consistent with his positions as may, from time to time, be properly and lawfully assigned to him.

(b) Engaging in Other Activities. During the Term, Executive shall devote substantially all of his business time, energies and talents to serving as an officer of the Company, and shall perform his duties conscientiously and faithfully, subject to the reasonable and lawful directions of the CEO and the Board and in accordance with the policies, rules and decisions adopted from time to time by the Company and the Board. During the Term, it shall not be a violation of this Agreement for Executive, subject to the requirements of Section 7 hereof, to (i) serve on civic or charitable boards, (ii) with the consent of the Board, which consent shall not be unreasonably withheld, serve on corporate boards unrelated to the Company (and retain all compensation in whatever form for such service), (iii) deliver lectures and fulfill speaking engagements, and (iv) manage personal investments, so long as such activities (individually or in the aggregate) do not significantly interfere with the performance of Executive's responsibilities as set forth in Section 2(a) of this Agreement or Executive's fiduciary duties to the Company.

(c) Location. Executive shall perform his duties and responsibilities hereunder principally at the Company's corporate headquarters, which currently is in Tucker, Georgia;

provided that Executive may be required under reasonable business circumstances to travel outside of such location in connection with performing his duties under this Agreement.

(d) Affiliates. Executive agrees to serve, without additional compensation, as an officer and director of each of the other members of the Company's affiliates, as determined by the Board, provided that such service is covered by Section 3(f) of this Agreement. As used in this Agreement, the term "affiliate" shall mean any entity controlled by, controlling, or under common control with, the Company.

(e) Stock Ownership Guidelines. Executive acknowledges and agrees to comply with the Company's stock ownership guidelines for his position, as the same may be amended from time to time.

(f) Compensation Recovery Policy. Executive acknowledges that, notwithstanding any provision of this Agreement to the contrary, any incentive compensation or performance-based compensation paid or payable to Executive hereunder shall be subject to repayment or recoupment obligations arising under applicable law or the Company's Compensation Recovery Policy, as the same may be amended from time to time.

3. Compensation and Benefits.

(a) Base Salary. During the Term, the Company shall pay Executive an annualized base salary ("Annual Base Salary") at a rate of $267,800 U.S., effective as of the Effective Date, and payable in regular installments in accordance with the Company's normal payroll practices. During the Term, the Annual Base Salary shall be reviewed by the Board at such time as the salaries of other senior executives of the Company are reviewed generally. The Annual Base Salary shall not be reduced other than in connection with an across-the-board salary reduction which applies in a comparable manner to other senior executives of the Company. If so increased or reduced, then such adjusted salary will thereafter be the Annual Base Salary for all purposes under this Agreement.

(b) Annual Incentive. For each fiscal year during the Term, Executive shall be eligible to participate in the Company's Short-Term Incentive Plan, or any successor plan (the "STIP"), under terms and conditions no less favorable than other senior executives of the Company; provided that Executive's "target" short-term incentive opportunity shall not be less than 50% of his Annual Base Salary as of the last day of the fiscal year (the "Target STI"). Executive's payment under the STIP for any fiscal year during the Term shall be based on the extent to which the predetermined performance objectives established by the Board or a committee thereof have been achieved for that year. The annual incentive for any fiscal year, if earned, will be paid to Executive by the Company in accordance with the terms, and subject to the conditions, of the STIP.

(c) Vacation. During the Term, Executive shall be eligible for paid vacation in accordance with the Company's policies, as may be in effect from time to time, for its senior executives generally; provided that Executive shall be entitled to paid vacation time at a rate of no less than four (4) weeks per calendar year. Executive shall use such vacation time at such reasonable time or times each year as he may determine after consultation with the CEO.

(d) Expense Reimbursement. Executive shall be reimbursed for all reasonable travel and other out-of-pocket expenses actually and properly incurred by Executive during the Term in connection with carrying out his duties hereunder in accordance with the Company's policies, as may be in effect from time to time, for its senior executives generally.

(e) Benefits. During the Term, and except as otherwise provided in this Agreement, Executive shall be eligible to participate in all welfare, perquisites, fringe benefit, insurance, retirement and other benefit plans, practices, policies and programs, maintained by the Company and its affiliates applicable to senior executives of the Company generally, in each case as amended from time to time.

(f) Indemnification and Insurance. The Company shall indemnify Executive to the full extent provided for in its corporate charter, bylaws or any other indemnification policy or procedure as in effect from time to time and applicable to its other directors and senior executives and to the maximum extent that the Company indemnifies any of its other directors and senior executives, and he will be entitled to the protection of any insurance policies the Company may elect to maintain generally for the benefit of its directors and senior executives against all costs, charges, liabilities and expenses incurred or sustained by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director, officer or employee of the Company or any of its affiliates or his serving or having served any other enterprise, plan or trust as a director, officer, employee or fiduciary at the request of the Company or any of its affiliates (other than any dispute, claim or controversy arising under or relating to this Agreement).

4. Termination of Employment.

(a) Death and Disability. Executive's employment shall terminate automatically upon Executive's death. If the Company determines in good faith that the Disability (as defined below) of Executive has occurred during the Term, it may give to Executive written notice in accordance with Section 10 of this Agreement of its intention to terminate Executive's employment; provided that such notice is provided no later than 150 calendar days following the determination of Executive's Disability. In such event, Executive's employment shall terminate effective on the 30th calendar day after receipt of such notice by Executive (the "Disability Effective Date"), provided that, within the 30 calendar days after such receipt, Executive shall not have returned to full-time performance of Executive's duties. For purposes of this Agreement, "Disability" shall mean the inability of Executive to perform the essential duties of the position held by Executive by reason of any medically determined physical or mental impairment that is reasonably expected to result in death or lasts for 120 consecutive calendar days in any one-year period, all as determined by an independent licensed physician mutually acceptable to the Company and Executive or Executive's legal representative.

(b) Cause. Executive's employment with the Company may be terminated by the Company with or without Cause. For purposes of this Agreement, "Cause" shall mean: (i) the continued failure of Executive to perform substantially Executive's duties with the Company or any of its affiliates or Executive's material disregard of the directives of the CEO or the Board (in each case other than any such failure resulting from any medically determined physical or mental impairment) that is not cured by Executive within 20 calendar days after a written demand

for substantial performance is delivered to Executive by the Company which specifically identifies the manner in which the CEO or the Board believes that Executive has not substantially performed Executive's duties or disregarded a directive; (ii) willful material misrepresentation at any time by Executive to the CEO or the Board; (iii) Executive's commission of any act of fraud, misappropriation (other than misappropriation of a de minimis nature) or embezzlement against or in connection with the Company or any of its affiliates or their respective businesses or operations; (iv) a conviction, guilty plea or plea of *nolo contendere* of Executive for any crime involving dishonesty or for any felony; (v) a material breach by Executive of his fiduciary duties of loyalty or care to the Company or any of its affiliates or a material violation of the Company's Code of Business Conduct and Ethics or any other material breach of a Company policy, as the same may be amended from time to time; (vi) the engaging by Executive in illegal conduct, gross misconduct, gross insubordination or gross negligence that is materially and demonstrably injurious to the Company's business or financial condition; or (vii) a material breach by Executive of his obligations under Section 7 or 8 of this Agreement that is not cured (if curable) by Executive within 20 calendar days after written demand for such cure is delivered to Executive by the Company which specifically identifies the manner in which the Company believes that Executive has materially breached his obligations.

(c) Good Reason. Executive's employment with the Company may be terminated by Executive with or without Good Reason. For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following without Executive's consent: (i) a material reduction by the Company of Executive's title, duties, responsibilities or reporting relationship set forth in Section 2(a); (ii) a material reduction by the Company of Executive's Annual Base Salary (other than as permitted in Section 3(a) of this Agreement) or Executive's Target STI; (iii) the relocation of Executive's principal place of employment as set forth in Section 2(c) of this Agreement; or (iv) any other material breach of this Agreement by the Company. A termination of Executive's employment by Executive shall not be deemed to be for Good Reason unless (x) Executive gives notice to the Company of the existence of the event or condition constituting Good Reason within 30 calendar days after such event or condition initially occurs or exists, and (y) the Company fails to cure such event or condition within 30 calendar days after receiving such notice. Additionally, Executive must terminate his employment within 120 calendar days after the initial occurrence of the circumstance constituting Good Reason for such termination to be "Good Reason" hereunder.

(d) Notice of Termination. Any termination by the Company for Cause, or by Executive for Good Reason, shall be communicated by Notice of Termination to the other party in accordance with Section 10. For purposes of this Agreement, a "Notice of Termination" means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the termination date (which date shall be not more than 30 calendar days after the giving of such notice). The failure by the Company or Executive to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason shall not waive any right of the Company or Executive, respectively, hereunder or preclude the Company or Executive, respectively, from asserting such fact or circumstance in enforcing the Company's or Executive's rights hereunder.

(e) Date of Termination. "Date of Termination" means (i) if Executive's employment is terminated by the Company for Cause, or by Executive for Good Reason, the date of receipt of the Notice of Termination or any later date specified therein within 30 calendar days after such notice, as the case may be, (ii) if Executive's employment is terminated by the Company other than for Cause or Disability, or if Executive voluntarily resigns without Good Reason, the date on which the terminating party notifies the other party that such termination shall be effective, provided that on a voluntary resignation without Good Reason, the Company may, in its sole discretion, make such termination effective on any date it elects in writing between the date of the notice and the proposed date of termination specified in the notice, (iii) if Executive's employment is terminated by reason of death, the date of death of Executive, or (iv) if Executive's employment is terminated by the Company due to Disability, the Disability Effective Date.

(f) Resignation from All Positions. Notwithstanding any other provision of this Agreement, upon the termination of Executive's employment by the Company for any reason, Executive shall immediately resign from all positions that he holds or has ever held with the Company and its affiliates. Executive hereby agrees to execute any and all documentation to effectuate such resignations upon request by the Company, but he shall be treated for all purposes as having so resigned upon termination of his employment, regardless of when or whether he executes any such documentation.

5. Severance Payments.

(a) Good Reason, Other than for Cause. If the Company shall terminate Executive's employment other than for Disability or Cause (including by reason of not renewing the Term), or if Executive shall terminate employment for Good Reason:

(i) The Company shall pay, or cause to be paid, to Executive the sum of: (A) the portion of Executive's Annual Base Salary earned through the Date of Termination, to the extent not previously paid; and (B) any accrued vacation pay, to the extent not previously paid (the sum of the amounts described in clauses (A) and (B) shall be referred to as the "Accrued Benefits"). The Accrued Benefits shall be paid in a single lump sum within 30 calendar days after the Date of Termination.

(ii) Subject to Section 6 hereof, the Company shall continue to pay, or cause to be paid, to Executive, continued Annual Base Salary (without taking into account any reduction to the Annual Base Salary that constitutes Good Reason for Executive's termination), for the 12-month period commencing on the Date of Termination (such period, the "Severance Period"), payable over the Severance Period in equal semi-monthly or other installments (not less frequently than monthly), commencing with the first regular payroll date occurring after the Release required by Section 6 becomes effective and irrevocable in accordance with its terms (and with the first such installment including any such Annual Base Salary amount that otherwise would have been paid earlier in the Severance Period, and the remaining installments being paid as otherwise scheduled assuming payments had begun immediately after the Date of Termination). Notwithstanding the foregoing, if the termination described in this Section 5(a) occurs within 90 calendar days prior to, or within 2 years following, a Change in Control (as defined in the Company's 2015 Equity Incentive Plan (the "Equity Incentive Plan")), then, in addition to the amounts described in the first sentence of this Section 5(a)(ii): (A) the Company

shall pay or cause to be paid to Executive, in lieu of any Pro-Rated Annual Incentive under Section 5(a)(iv), a lump sum payment equal to Executive's Target STI under the STIP for the year in which the Date of Termination occurs (without pro-ration), payable on the first regular payroll date occurring after the Release required by Section 6 becomes effective and irrevocable in accordance with its terms; and (B) to the extent that the same treatment is not otherwise provided under the Equity Incentive Plan and the applicable award agreements, each of Executive's then outstanding equity incentive awards shall become vested in full (without pro-ration), with any specified performance objectives with respect to such outstanding awards deemed to be satisfied at the "target" level.

(iii) Subject to Section 6 hereof, the Company shall pay to Executive the amount of any annual incentive that has been earned by Executive under the STIP for a completed fiscal year or other measuring period preceding the Date of Termination (or that would have been earned by Executive had his employment continued through the date such annual incentive is paid to other senior executives), but has not yet been paid to Executive (the "Prior Year Annual Incentive"), payable in a single lump sum no later than the date that annual incentives are payable to other participants in the STIP for that fiscal year (pursuant to the terms of the STIP).

(iv) Subject to Section 6 hereof, if and only if Executive's Date of Termination occurs at least three (3) full calendar months after the beginning of the Company's fiscal year, and except as otherwise provided in Section 5(a)(ii), Executive will be eligible to receive an annual incentive under the STIP for the fiscal year during which the Date of Termination occurs, determined as if Executive had remained employed for the entire year (and any additional period of time necessary to be eligible to receive the annual incentive for the year), based on actual Company performance during the entire fiscal year and without regard to any discretionary adjustments that have the effect of reducing the amount of the annual incentive (other than discretionary adjustments applicable to all senior executives who did not terminate employment), and assuming that any individual goals applicable to Executive were satisfied at the "target" level, pro-rated based on the number of days in the Company's fiscal year through (and including) the Date of Termination (the "Pro-Rated Annual Incentive"). The Pro-Rated Annual Incentive shall be payable in a single lump sum at the same time that payments are made to other participants in the STIP for that fiscal year (pursuant to the terms of the STIP).

(v) Subject to Section 6 hereof, if Executive timely elects continued health and dental coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay Executive's full COBRA premiums to continue his coverage (including coverage for his eligible dependents, if applicable) (the "COBRA Premiums") for the 12-month period commencing on the Date of Termination (the "COBRA Premium Period"). The COBRA Premium Period runs concurrently with the Severance Period. During the COBRA Premium Period, an amount equal to the applicable COBRA Premiums (or such other amounts as may be required by law) will be included in Executive's income for tax purposes to the extent required by applicable law and the Company may withhold taxes from Executive's other compensation for this purpose. Notwithstanding the foregoing, if Executive becomes re-employed with another employer and is eligible to receive substantially equivalent health benefits under another employer-provided plan, then the Company's payment obligations and Executive's right to the subsidized premium payments as described in this Section 5(a)(v) shall cease.

(vi) To the extent not theretofore paid or provided, the Company shall pay or provide, or cause to be paid or provided, to Executive (or his estate) any other amounts, benefits or equity awards required to be paid or provided or which Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company, including any benefits to which Executive is entitled under Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended (such other amounts and benefits shall be hereinafter referred to as the "Other Benefits") in accordance with the terms and normal procedures of each such plan, program, policy or practice or contract or agreement, based on accrued and vested benefits through the Date of Termination.

(b) Cause; Other than for Good Reason. If, during the Term, Executive's employment is terminated for Cause, or if Executive voluntarily terminates his employment without Good Reason, then the Company shall pay or provide to Executive the Accrued Benefits, payable in accordance with Section 5(a)(i) of this Agreement, and the Other Benefits, and no further amounts shall be payable to Executive under this Section 5 after the Date of Termination.

(c) Disability and Death. If, during the Term, Executive's employment is terminated for Disability or Executive dies, then the Company shall pay or provide to Executive (or his estate) (i) the Accrued Benefits, payable in accordance with Section 5(a)(i) of this Agreement, (ii) the Other Benefits, (iii) subject to Section 6 hereof, the Prior Year Annual Incentive, payable in accordance with Section 5(a)(iii) of this Agreement, (iv) subject to Section 6 hereof, and if and only if Executive's Date of Termination occurs at least 3 full calendar months after the beginning of the Company's fiscal year, the Pro-Rated Annual Incentive, payable in accordance with Section 5(a)(iv) of this Agreement, and (v) in the case of termination for Disability, and subject to Section 6 hereof, an amount equal to the excess, if any, of Executive's Annual Base Salary for 6 months, over the amounts payable to Executive under the Company's short-term disability insurance program, which amount shall be payable in equal semi-monthly or other installments (not less frequently than monthly) over the period commencing on the Date of Termination and ending 6 months thereafter, with the installments that otherwise would be paid within the first 60 calendar days after the Date of Termination being paid in a lump sum (without interest) on the 60th day after the Date of Termination and the remaining installments being paid as otherwise scheduled assuming payments had begun immediately after the Date of Termination.

(d) Full Settlement; Offset. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company or any of its affiliates may have against Executive or others, except as otherwise may be provided in this Section or Section 2(f) hereof. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

(e) Section 280G. In the event it shall be determined that any payment or distribution by the Company or any of its affiliates to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise) (the "Total Payments"), is or will be subject to the excise tax (the "Excise Tax") imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code"), then the Total Payments shall be

reduced to the maximum amount that could be paid to Executive without giving rise to the Excise Tax (the "Safe Harbor Cap"), if the net after-tax benefit to Executive after reducing Executive's Total Payments to the Safe Harbor Cap is greater than the net after-tax (including the Excise Tax) benefit to Executive without such reduction. The reduction of the amounts payable hereunder, if applicable, shall be made by reducing first the cash payments made pursuant to Section 5(a)(ii) of this Agreement, then to the payment made pursuant to Section 5(a)(iii) of this Agreement, then to any payment made pursuant to Section 5(a)(iv) of this Agreement, then to any payment made pursuant to Section 5(a)(v) of this Agreement, and then to any other payment that triggers such Excise Tax in the following order: (i) reduction of cash payments; (ii) cancellation of accelerated vesting of performance-based equity awards (based on the reverse order of the date of grant); (iii) cancellation of accelerated vesting of other equity awards (based on the reverse order of the date of grant); and (iv) reduction of any other payments due to Executive (with benefits or payments in any group having different payment terms being reduced on a pro-rata basis). All mathematical determinations, and all determinations as to whether any of the Total Payments are "parachute payments" (within the meaning of Section 280G of the Code), that are required to be made under this paragraph, including determinations as to whether the Total Payments to Executive shall be reduced to the Safe Harbor Cap and the assumptions to be utilized in arriving at such determinations, shall be made at the Company's expense by a nationally recognized accounting firm mutually acceptable to the Company and Executive.

6. Release. Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to make any payment or provide any benefit under Sections 5(a)(ii), (iii), (iv) and (v), or Sections 5(c)(iii), (iv) and (v) hereof unless: (a) Executive or Executive's legal representative first executes within 50 calendar days after the Date of Termination a release of claims agreement in the form attached hereto as Exhibit A, with such changes as the Company, after consulting with Executive or Executive's legal representative, may determine to be required or reasonably advisable in order to make the release enforceable and otherwise compliant with applicable law (the "Release"), (b) Executive does not revoke the Release, and (c) the Release becomes effective and irrevocable in accordance with its terms.

7. Restrictive Covenants. Executive acknowledges and agrees that he shall at all times be subject to, and obligated to comply with, the restrictive covenants contained in the equity award agreements issued under a Company equity plan, as amended from time-to-time. Executive agrees that in the event of a breach by Executive of this Section 7, the Company, in addition and supplementary to other rights and remedies existing in its favor, may (with the sole exception of the Accrued Benefits, Other Benefits or any other payments that may be required by state or federal law (if any)), cease any further payments under Section 5 hereof and/or vesting of equity awards.

8. Cooperation in Investigations and Proceedings. During the Term and for a period of 5 years thereafter, Executive shall cooperate with the Company and its affiliates, upon the Company's reasonable request, with respect to any internal investigation or administrative, regulatory or judicial proceeding involving matters occurring, in whole or in part, during such employment with the Company and within the scope of Executive's duties and responsibilities to the Company during his employment with the Company (including, without limitation, Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's reasonable request to give testimony without requiring service of a

subpoena or other legal process, and turning over to the Company all relevant Company documents which are or may have come into Executive's possession during his employment). In requesting Executive's cooperation, the Company shall take into account his other personal and professional obligations. Executive shall be reimbursed for the reasonable expenses Executive incurs in connection with any such cooperation and/or assistance and shall receive from the Company hourly compensation equal to the Annual Base Salary immediately prior to the Date of Termination divided by 1,800 hours, in each case in connection with any assistance or cooperation that occurs after the Date of Termination. Any such reimbursements or *per diem* compensation shall be paid to Executive no later than the 15th day of the month immediately following the month in which such expenses were incurred or such cooperation and/or assistance was provided (subject to Executive's timely submission to the Company of proper documentation with respect thereto). Executive agrees that in the event of a breach by Executive of this Section 8, the Company, in addition and supplementary to other rights and remedies existing in its favor, may (with the sole exception of the Accrued Benefits, Other Benefits or any other payments that may be required by state or federal law (if any)), cease any further payments under Section 5 hereof and/or vesting of equity awards.

9. **Survival**. Subject to any limits on applicability contained therein, Sections 2(f), 3(f), 4(f), 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 19 and 20 shall survive and continue in full force in accordance with their terms notwithstanding any termination of the Term or this Agreement.

10. **Notices**. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight carrier or mailed by first class mail, return receipt requested, to the recipient. Notices to Executive shall be sent to the address of Executive most recently provided to the Company. Notices to the Company should be sent to Williams Industrial Services Group Inc., 100 Crescent Centre Parkway, Suite 1240, Tucker, GA 30084, Attention: Chief Executive Officer. Any notice under this Agreement will be deemed to have been given when so delivered, sent or mailed.

11. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **Source of Payment**. Any payments to Executive under this Agreement shall be paid from the Company's general assets.

13. **Complete Agreement**. This Agreement (along with the other documents referenced herein) embodies the complete agreement and understanding between the parties with respect to the subject matter hereof and effective as of its date supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way (including, but not limited to, any offer letter from the Company to Executive, which the parties acknowledge is hereby superseded, replaced in its entirety and considered null and void as of the Effective Date). The parties hereby

acknowledge that, as of the Effective Date, Executive shall cease to participate in the Company's Executive Severance Plan without further action or notice, that the payments and benefits provided under Section 5 shall be in full satisfaction of the Company's obligations to Executive upon his termination of employment and in no event shall Executive be entitled to severance benefits (or other damages in respect of a termination of employment or claim for breach of this Agreement) beyond those specified in Section 5 hereof.

14. Withholding of Taxes. The Company and its affiliates may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company and its affiliates are required to withhold pursuant to any law or government regulation or ruling.

15. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same agreement.

16. Successors and Assigns.

(a) This Agreement is personal to Executive, and, without the prior written consent of the Company, shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 16(c), without the prior written consent of Executive this Agreement shall not be assignable by the Company, except to an affiliate.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this Agreement by operation of law or otherwise.

17. Choice of Law; Jurisdiction; Venue. This Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Georgia, without regard to conflicts of law principles. Executive agrees and consents to jurisdiction, and agrees that venue is proper, in the state courts of or federal courts in the State of Georgia. Any action seeking an order, ruling, declaratory judgment, or similar relief that this Agreement, or any section, paragraph or subpart thereof, is unenforceable in whole or in part, shall be brought in the Superior Court of Dekalb County, Georgia or the United States District Court for the Northern District of Georgia, or, if Executive resides in Georgia, the Superior Court of the Georgia county in which Executive resides, which courts shall be the sole and exclusive venues for any such action, unless such claim is raised as a counterclaim or defense against an action seeking enforcement of any section, paragraph or subpart of this Agreement.

18. Voluntary Agreement. Executive and the Company represent and agree that each has reviewed all aspects of this Agreement, has carefully read and fully understands all provisions of this Agreement, and is voluntarily entering into this Agreement. Each party represents and agrees that such party has had the opportunity to review any and all aspects of this Agreement with legal, tax or other adviser(s) of such party's choice before executing this Agreement.

19. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

20. Section 409A Compliance.

(a) In General. Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), imposes payment restrictions on "nonqualified deferred compensation" (*i.e.,* potentially including payments owed to Executive upon termination of employment). Failure to comply with these restrictions could result in negative tax consequences to Executive, including immediate taxation, interest and a 20% additional income tax. It is the Company's intent that this Agreement be exempt from the application of, or otherwise comply with, the requirements of Section 409A. Specifically, any taxable benefits or payments provided under this Agreement are intended to be separate payments that qualify for the "short-term deferral" exception to Section 409A to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the involuntary separation pay exceptions to Section 409A, to the maximum extent possible. If neither of these exceptions applies, and if Executive is a "specified employee" within the meaning of Section 409A, then notwithstanding any provision in this Agreement to the contrary and to the extent required to comply with Section 409A, all amounts that would otherwise be paid or provided during the first 6 months following the Date of Termination shall instead be accumulated through and paid or provided (without interest) on the first business day following the 6-month anniversary of the Date of Termination.

(b) Separation from Service. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and Executive is no longer providing services (at a level that would preclude the occurrence of a "separation from service" within the meaning of Section 409A) to the Company or its affiliates as an employee or consultant, and for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service" within the meaning of Section 409A. Notwithstanding any other provision of this Agreement to the contrary, but only to the extent necessary to comply with Section 409A, if the period in which the Release required by Section 6 of this Agreement must be provided and become effective and irrevocable in accordance with its terms begins in one calendar year and ends in a second calendar year, payment of any nonqualified deferred compensation shall be made or commence on the later of (i) the first payroll date of the second calendar year, or (ii) the first payroll date after the date that the Release becomes effective and irrevocable in accordance with its terms

(c) Reimbursements. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A: (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and (iii) such payments shall be made on or before the last business day of Executive's taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder.

[Signatures On Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

WILLIAMS INDUSTRIAL SERVICES GROUP INC.	**EXECUTIVE**
/s/ Tracy D. Pagliara	/s/ Charles E. Wheelock
By: Tracy D. Pagliara Its: Chief Executive Officer	Charles E. Wheelock

EXHIBIT A
GENERAL RELEASE

This General Release (this "Release") is made and entered into as of this [●] day of [●], 20[●], by and between Williams Industrial Services Group Inc. (the "Company") and Charles E. Wheelock ("Executive").

1. Employment Status. Executive's employment with the Company and its affiliates terminated effective as of [●], 20[●] (the "Separation Date").

2. Payments and Benefits. Upon the effectiveness of the terms set forth herein, the Company shall provide Executive with the benefits set forth in Sections 5(a)(ii), (iii), (iv) (if applicable) and (v) of the Employment Agreement between Executive and the Company dated as of ___, 2019 (the "Employment Agreement"), upon the terms, and subject to the conditions, of the Employment Agreement.

3. No Liability. This Release does not constitute an admission by the Company or its affiliates or their respective officers, directors, partners, agents, or employees, or by Executive, of any unlawful acts or of any violation of federal, state or local laws.

4. Release. In consideration of the payments and benefits set forth in Section 2 of this Release, Executive for himself, his heirs, administrators, representatives, executors, successors and assigns (collectively, "Releasors") does hereby irrevocably and unconditionally release, acquit and forever discharge the Company, its respective affiliates and their respective successors and assigns (the "Company Group") and each of its officers, directors, partners, agents, and former and current employees, including without limitation all persons acting by, through, under or in concert with any of them (collectively, "Releasees"), and each of them, from any and all claims, demands, actions, causes of action, costs, expenses, attorney fees, and all liability whatsoever, whether known or unknown, fixed or contingent, which Executive has, had, or may ever have against the Releasees relating to or arising out of Executive's employment or separation from employment with the Company Group, from the beginning of time and up to and including the date Executive executes this Release. This Release includes, without limitation: (a) law or equity claims; (b) contract (express or implied) or tort claims; (c) claims for wrongful discharge, retaliatory discharge, whistle blowing, libel, slander, defamation, unpaid compensation, intentional infliction of emotional distress, fraud, public policy contract or tort, and implied covenant of good faith and fair dealing; (d) claims under or associated with any of the Company Group's incentive compensation plans or arrangements; (e) claims arising under any federal, state, or local laws of any jurisdiction that prohibit age, sex, race, national origin, color, disability, religion, veteran, military status, sexual orientation, or any other form of discrimination, harassment, or retaliation (including without limitation under the Age Discrimination in Employment Act of 1967 as amended by the Older Workers Benefit Protection Act ("ADEA"), Title VII of the Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991, the Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990, the Rehabilitation Act, the Family and Medical Leave Act, the Sarbanes-Oxley Act, the Employee Polygraph Protection Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Genetic Information Nondiscrimination Act of 2008 ("GINA"), the Fair Labor Standards Act ("FLSA"), the Lilly Ledbetter Fair Pay Act

or any other foreign, federal, state or local law or judicial decision); (f) claims arising under the Employee Retirement Income Security Act; and (g) any other statutory or common law claims related to Executive's employment with the Company Group or the separation of Executive's employment with the Company Group.

Without limiting the foregoing paragraph, Executive represents that he understands that this Release specifically releases and waives any claims of age discrimination, known or unknown, that Executive may have against the Company Group as of the date he signs this Release. This Release specifically includes a waiver of rights and claims under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act. Executive acknowledges that as of the date he signs this Release, he may have certain rights or claims under the Age Discrimination in Employment Act, 29 U.S.C. §626 and he voluntarily relinquishes any such rights or claims by signing this Release.

Notwithstanding the foregoing provisions of this Section 4, nothing herein shall release the Company Group from (i) any obligation under the Employment Agreement; (ii) any obligation to provide benefit entitlements under any Company benefit or welfare plan that were vested as of the Separation Date; and (iii) from any rights or claims that relate to events or circumstances that occur after the date that the Executive executes this Release.

5. **Bar**. Executive acknowledges and agrees that if he should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the Releasees with respect to any cause, matter or thing which is the subject of the release under Section 4 of this Release, this Release may be raised as a complete bar to any such action, claim or proceeding, and the applicable Releasee may recover from Executive all costs incurred in connection with such action, claim or proceeding, including attorneys' fees, along with the benefits set forth in Section 2 of the Release.

6. **Right to Engage in Protected Activity**. Nothing contained in this Release limits Executive's ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing in this Release or the Employment Agreement or any other Company agreement, policy, practice, procedure, directive or instruction shall prohibit Executive from reporting possible violations of federal, state or local laws or regulations to any Government Agency or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Executive does not need prior authorization of any kind to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures. If Executive files any charge or complaint with any Government Agency, and if the Government Agency pursues any claim on Executive's behalf, or if any other third party pursues any claim on Executive's behalf, Executive waives any right to monetary or other individualized relief (either individually, or as part of any collective or class action) from the Releasees that arises out of alleged facts or circumstances on or before the effective date of this Release; provided that nothing in this Release or the Separation Agreement limits any right Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission or other Government Agency.

7. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws principles.

8. Acknowledgment. Executive has read this Release, understands it, and voluntarily accepts its terms, and Executive acknowledges that he has been advised by the Company to seek the advice of legal counsel (at Executive's cost) before entering into this Release. Executive acknowledges that he was given a period of 21 calendar days within which to consider and execute this Release, and to the extent that he executes this Release before the expiration of the 21-day period, he does so knowingly and voluntarily and only after consulting his attorney. Executive acknowledges and agrees that the promises made by the Company Group hereunder represent substantial value over and above that to which Executive would otherwise be entitled. Executive acknowledges and reconfirms the promises in Section 7 and 8 of the Employment Agreement.

9. Revocation. Executive has a period of 7 calendar days following the execution of this Release during which Executive may revoke this Release by delivering written notice to the Company pursuant to Section 10 of the Employment Agreement, and this Release shall not become effective or enforceable until such revocation period has expired. Executive understands that if he revokes this Release, it will be null and void in its entirety, and he will not be entitled to any payments or benefits provided in this Release, including without limitation under Section 2 of the Release.

10. Miscellaneous. This Release is the complete understanding between Executive and the Company Group in respect of the subject matter of this Release and supersedes all prior agreements relating to Executive's employment with the Company Group, except as specifically excluded by this Release. Executive has not relied upon any representations, promises or agreements of any kind except those set forth herein in signing this Release. In the event that any provision of this Release should be held to be invalid or unenforceable, each and all of the other provisions of this Release shall remain in full force and effect. If any provision of this Release is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Release to be upheld and enforced to the maximum extent permitted by law. Executive agrees to execute such other documents and take such further actions as reasonably may be required by the Company Group to carry out the provisions of this Release.

11. Counterparts. This Release may be executed by the parties hereto in counterparts, which taken together shall be deemed one original.

WILLIAMS INDUSTRIAL SERVICES GROUP INC.	**EXECUTIVE**
[Form of release – Do not sign]	***[Form of release – Do not sign]***
By: Its:	Charles E. Wheelock

Exhibit 31.1

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Tracy D. Pagliara, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Williams Industrial Services Group Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2019

By: /s/ Tracy D. Pagliara
Tracy D. Pagliara
President and Chief Executive Officer

Exhibit 32.1

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Tracy D. Pagliara, the President and Chief Executive Officer of Williams Industrial Services Group Inc. (the "**Company**"), hereby certify, that, to my knowledge:

1. The Quarterly Report on Form 10-Q for the period ended June 30, 2019 (the "**Report**") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 14, 2019

By: /s/ Tracy D. Pagliara
Tracy D. Pagliara
President and Chief Executive Officer

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.