

ENVIRONMENTAL CONSULTING SERVICES AGREEMENT

PADEP Facility ID #:46-14499

PAUSTIF Claim #: 1997-0171(S)

This agreement (“Agreement”) is entered into as of the ____ day of ____ [Insert Year], by and between [Insert Owner’s Name] and [Insert Facility Name] (“Client”), with a principal place of business at [Insert Address] and [Insert Environmental Consulting Firm Name and (Appropriate Acronym)], (“Consultant”) a [Insert State Name] Corporation with its principal place of business at [Insert Environmental Consultant’s Address] (collectively, the “Parties”).

RECITALS

WHEREAS, the Pennsylvania Department of Environmental Protection (“DEP”) has determined that corrective action of a petroleum release at a regulated underground storage tank (“UST”) site is required (“Remediation”).

WHEREAS, the Pennsylvania Underground Storage Tank Indemnification Fund (“PAUSTIF”) has also determined the Remediation is eligible for reimbursement.

WHEREAS, the Client desires that Consultant perform the scope of work described in Exhibit A to this Agreement (the “Scope of Work”) for a total fixed cost (see Exhibit B).

WHEREAS, the PAUSTIF is not a party to this Agreement, but agrees to dedicate funds for the payment of reasonable corrective action costs in connection with the Remediation so long as the PAUSTIF is provided with reporting and monitoring data in accordance with this Agreement to assure that payment is warranted based upon the conditions of this Agreement.

NOW THEREFORE, in consideration of the obligations, covenants and conditions set forth in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Recitals Incorporated

The above recitals are hereby incorporated as if fully set forth herein.

2. Responsibilities of Consultant

- a. Consultant shall, as an independent contractor to Client, perform the Scope of Work.
- b. The Scope of Work shall be performed in accordance with all applicable federal, state, and local rules and regulations, including the requirements of the Storage Tank and Spill Prevention Act (Act 32 of 1989, as amended) and Pa. Code, Title 25, Chapter 245, meeting and demonstrating attainment of the Standard (as defined in Exhibit A) established under the Land Recycling and Environmental Remediation Standards Act (Act 2 of 1995) and Pa. Code, Chapter 250 (Administration of Land Recycling Program). The Scope of Work will be completed consistent with Remedial System Design [or Insert name of Appropriate Document], dated [Insert Date] and Response to Telephone Conversation [or Insert name of Appropriate Document] of [Insert Date] that contained clarifications on the Remedial System Design [or Insert name of Appropriate Document] dated [Insert Date]. Both documents are included for reference as Exhibit D of this Agreement. Any significant modification to the Scope of Work will require

approval of the Client, Pennsylvania Department of Environmental Protection (PADEP), and the PAUSTIF.

- c. Consultant shall perform the Scope of Work for a total fixed price (“TFP”) of [**Insert Dollar Value**], subject to all other provisions of this Agreement.
- d. Consultant shall attend periodic site meetings with the PAUSTIF and Client for site status updates. Consultant will be provided ten (10) days written notice of the meeting.
- e. Consultant shall perform the Scope of Work in accordance with the Environmental, Health and Safety Requirements set forth on Exhibit 1 attached hereto in Exhibit D.

3. Responsibilities of Client

- a. Client shall exclusively retain the services of Consultant to perform the Scope of Work, in accordance with, and subject to, the other provisions of this Agreement.
- b. Client shall provide access for Consultant and its subcontractors, to the Site, and shall enter into any other access agreements with other third party property owners, as necessary to complete the performance of the Scope of Work.
- c. Client shall, as necessary to complete the Scope of Work: (i) cooperate and assist Consultant with the preparation and submittal of all information and documents including, without limitation, correspondence, notices, reports, data submittals, restrictive covenants, engineering and institutional controls, and the like, and (ii) implement and maintain any engineering or institutional controls.
- d. Client shall transmit to Consultant copies of all non-privileged documentation, correspondence, reports, and the like, sent or received by Client, regarding the environmental conditions at the Site.

4. Period of Performance

This Agreement shall be effective from the date first above written until the Scope of Work is completed by Consultant, subject to the other provisions of this Agreement.

5. Standard of Care

Consultant will perform the Scope of Work and other services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services under similar conditions in the same or similar locality.

6. Fees and Payment

- a. Consultant shall submit a payment request (“Payment Request”) to the Client for approval using the form in Exhibit C, upon the completion of milestones as described in Exhibit B and Exhibit C. The Client approved payment request will then be submitted to the PAUSTIF for payment.
- b. Client shall use the PAUSTIF to satisfy the Payment Request in connection with the performance of the Scopes of Work under the following conditions:

- i. Client shall submit all necessary documentation to effectuate Consultant direct payment from the PAUSTIF;
- ii. Should the PAUSTIF be temporarily suspended or permanently terminated, Client shall reimburse Consultant for any unpaid Payment Requests and interest, within 30 days of notification by Consultant of such suspension or termination. Interest is calculated as 0.75% per month on outstanding amounts;
- iii. In all cases where Consultant is ultimately paid by the PAUSTIF for eligible amounts paid by Client, Consultant will refund to Client such amounts; and
- iv. Should PAUSTIF guidelines be substantially changed, either party may terminate this Agreement with or without cause upon a 30 day written notice. Consultant shall be paid any outstanding unclaimed amounts due from Client at the time of such termination within thirty (30) days of notice of termination.
- v. To ensure payment, Consultant will perform the Scope of Work and remedial actions for the TFP and in accordance with PADEP approved RAP and, if necessary, PADEP approved RAP addendum.

7. Insurance

- a. During the performance of this Agreement, Consultant will carry and maintain insurance coverage as set forth on Exhibit 2 attached hereto in Exhibit D.
- b. Client shall be named as an additional insured under each of the policies on Exhibit 2.

8. Performance Product and Warranty

Not applicable.

9. Equipment Loss or Damage

Consultant owned items used for the Agreement that are damaged or destroyed by acts of nature, improper design, installation, maintenance or handling, theft, or vandalism are at the sole expense of the Consultant. All other items shall be replaced at the expense of Client.

10. Non-performance by Remediation Contractor

If Consultant fails to meet any specification of the Scope of Work as outlined in this document, the Client or the PAUSTIF shall notify Consultant by certified letter of the deficiency(ies). If Consultant does not correct the deficiency(ies) within thirty (30) days, Consultant shall be in breach of contract and the Client may void the contract or the PAUSTIF may withhold any further payment. Consultant shall be notified by certified letter that the contract is void and if any invoices are payable upon review and approval by the PAUSTIF. If Consultant corrects the deficiency(ies) within 30 days, the contract will continue.

11. Cancellation

- a. The TFP shall not be increased except upon the occurrence of a "New Condition" as defined in this section.

- b. A “New Condition” exists when one or more of the following events occur and, as the result of such event, Consultant has demonstrated that the cost and/or period of time necessary to accomplish the Scope of Work is increased:
- i. The discovery of New Contamination (defined as any presence or release, or any portion of a presence or release, of any regulated substance including, without limitation, petroleum that impacts soil, sediments, surface water and/or groundwater and did not exist or was not identified in the Baseline Conditions). Without limiting the definition of New Contamination, New Contamination includes:
 - a documented tank, line and/or dispenser failure, or surface spill, that impacts soil, sediments, surface water and/or groundwater;
 - the discovery of unknown or abandoned underground storage tanks and/or lines and associated equipment that demonstrate that they have caused a release of oil or hazardous material to the environment and this release causes a substantial increase in the scope of work and costs;
 - the detection of any dissolved regulated substances not previously detected at the site; or
 - increases in dissolved regulated substance(s) greater than 100 times the maximum concentration of such regulated substance(s) measured during the two years prior to the execution of this agreement for more than two consecutive quarters, provided that this increase is not attributed directly to the remedial actions being conducted or the deactivation of the remedial actions;
 - ii. Construction or reconfiguration of the Site, to the extent that it interferes with the Scope of Work;
 - iii. Promulgation of new, or change in interpretation of existing, federal, state, or local law, regulation, ordinance or written policy;
 - iv. Limitation of access to the Site or adjacent properties, changes in access, significant changes in access agreements, access that requires the institution of administrative or legal action, or access that requires unreasonable or uncustomary monetary expenditures;
 - v. Demands, claims or lawsuits, and the like, that impact the progress of the remediation or requires additional effort not accounted for in the Scope of Work;
 - vi. Non-payment or continuous late payment of Consultant invoices. Continuous late payment is defined as at least two payments not received for more than 60 days after submittal of associated Payment Requests within a calendar year; or
 - vii. One or more of site specific assumptions provided in Exhibit A no longer remain true and accurate.
- c. Upon the discovery or occurrence of any New Condition,
- i. Consultant shall notify Client and PAUSTIF in writing, describing the details of such New Condition; and
 - ii. Consultant shall provide an additional scope of work and associated cost estimate to account for such New Condition (“Out of Scope Work”) for Client’s and PAUSTIF’s approval and authorization. Upon Client and PAUSTIF approval, Consultant shall continue with the original Scope of Work and perform the Out of Scope Work, with the Out of Scope Work performed on

a time and materials, unit cost or lump sum basis as Consultant, Client and PAUSTIF shall agree; or

- iii. If Consultant, Client and PAUSTIF are unable to agree as provided above as to the value of the Out of Scope Work, Consultant, in its sole discretion, may terminate this Agreement. Upon such termination, Consultant shall be paid for all incurred and outstanding costs, fees and expenses as of the date of termination and all reasonable demobilization costs and Consultant shall have no further obligations under this Agreement. If Consultant is released from this Agreement, all environmental remediation and monitoring equipment and material purchased solely for the execution of this Scope of Work shall remain onsite and in a usable state/condition.

12. Indemnity

Consultant shall indemnify and hold Client harmless from and against any liabilities, losses, claims, orders, damages, fines and penalties (collectively, "Claims") arising out of or related to negligent acts or omissions of Consultant in the performance of the Scopes of Work. Client shall indemnify and hold Consultant harmless from and against any Claims arising out of or related to the negligent acts or omissions, or violations of Law, of Client.

13. Closure

Not applicable.

14. Governing Law and Assignment

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and it may not be assigned without the prior written consent of the other party.

15. Modification

No modification to or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

16. Integration

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the parties.

17. Order of Precedence

In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- A. This Agreement
- B. The Scope of Work (Exhibit A)
- C. Schedule of Fixed Prices (Exhibit B)
- D. Consultant Bid Response [**or Proposal**] Document dated [**Insert Date of Bid Response**]
- E. The Request for Bid Document dated [**Insert Date of RFB Document**]
- F. Task Orders (if applicable)

G. Other Contract Documents

18. Confidential Information

Consultant will keep confidential (i) all drawings, specifications, plans and other materials prepared in connection with the Scope of Work (including copies and other materials substantially prepared therefrom), (ii) all information relating to Client's business methods and techniques, finances, processes, apparatus and trade secrets, and (iii) all other information of a confidential and proprietary nature. Without prior written consent of Client, confidential information will not be used on other projects or disclosed to other persons other than in connection with performance of the Scope of Work or as required to support PAUSTIF reimbursement. All confidential materials must be returned to Client upon completion of the Scope of Work or termination of this Agreement.

19. Notice

Any notice, request, demand or communication which is or may be required to be given hereunder shall be deemed given when sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Client: Amerada Hess Corp./ Corporate EHS&SR
Attn: John Engdahl
One Hess Plaza
Woodbridge, New Jersey 07095

If to Consultant: **[Insert Environmental Consulting Firm Name or Acronym]**
Attn: **[Insert Point of Contact]**
[Insert Point of Contact Job Title]
[Insert Street Address]
[Insert Township Name], Pennsylvania **[Insert Zip Code]**

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by its duly authorized representative in two identical counterparts on the day and year first above written.

For: **[Insert Facility Name]**

For: **[Insert Environmental Consulting Firm Name or Acronym]**

By: _____
Date

By: _____
Date

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

(Scope of Work is defined here as described in Section 2b)

Location: [Insert Facility Address]

Goals:

[Insert contract-specific goals.]

Strategy/Scope of Work:

The Strategy/Scope of Work is described in the Bid Response Document dated [Insert Date] and the Request for Bid Document dated [Insert Date of RFB Document], with the following exceptions:

- [Insert Site Specific Information or “None”]

Site Specific Assumptions:

The Site Specific Assumptions are described in the Bid Response Document dated [Insert Date] and the Request for Bid Document dated [Insert Date of RFB Document], with the following exceptions:

- [Insert Site Specific Assumptions or “None”]

Provisions:

The following Provisions are agreed upon by both parties.

- [Insert Provisions or “None”]

EXHIBIT B
Schedule of Fixed Prices
{INSERT SITE-SPECIFIC INFORMATION}

Milestones:

ID	Milestones Sub-Milestones	Estimated Schedule to Complete	Amount (dollars \$)
A	Remedial Action Plan Final Design, specifications, procurement, purchase of equipment and groundwater monitoring	1 quarter Q1	\$Insert Amount
B1	Remedial System Installation: Trenching & piping and groundwater monitoring	1 quarter Q2	\$ Insert Amount
B2	Remedial System Installation: Equipment Installation, Start-up of System, 1 st quarter of Remedial System O&M and groundwater monitoring	1 quarter Q3	\$ Insert Amount
C1	Remedial System O&M & Groundwater Monitoring	1 quarter Q4	\$ Insert Amount
C2	Remedial System O&M & Groundwater Monitoring	1 quarter Q5	\$ Insert Amount
C3	Remedial System O&M & Groundwater Monitoring	1 quarter Q6	\$ Insert Amount
C4	Remedial System O&M & Groundwater Monitoring	1 quarter Q7	\$ Insert Amount
C5	Remedial System O&M & Groundwater Monitoring	1 quarter Q8	\$ Insert Amount
C6	Remedial System O&M & Groundwater Monitoring	1 quarter Q9	\$ Insert Amount
C7	Remedial System O&M & Groundwater Monitoring	1 quarter Q10	\$ Insert Amount
C8	Remedial System O&M & Groundwater Monitoring	1 quarter Q11	\$ Insert Amount
C9	Remedial System O&M & Groundwater Monitoring	1 quarter Q12	\$ Insert Amount
C10	Remedial System O&M & Groundwater Monitoring	1 quarter Q13	\$ Insert Amount
C11	Remedial System O&M & Groundwater Monitoring	1 quarter Q14	\$ Insert Amount
D1	Attainment Sampling: Soil & Groundwater	1 quarter Q15	\$ Insert Amount
D2	Attainment Sampling: Groundwater	1quarter Q16	\$ Insert Amount
D3	Attainment Sampling: Groundwater	1quarter Q17	\$ Insert Amount
D4	Attainment Sampling: Groundwater	1quarter Q18	\$ Insert Amount
D5	Attainment Sampling: Groundwater	1quarter Q19	\$ Insert Amount
D6	Attainment Sampling: Groundwater	1quarter Q20	\$ Insert Amount
D7	Attainment Sampling: Groundwater	1quarter Q21	\$ Insert Amount
D8	Attainment Sampling: Groundwater	1quarter	\$ Insert

		Q22	Amount
F	DEP Approval of the Final Remediation Completion Report and Post Remediation Activities/Site Restoration	2 quarters Q24	\$ Insert Amount
	TOTAL CONTRACT CEILING		\$Insert Total Amount

EXHIBIT C PAYMENT REQUEST SCHEDULE

{INSERT SITE-SPECIFIC INFORMATION INTO THIS TABLE}

Milestone Identification		Supporting Documentation	Completion Date (months)	Payment Request Amount (\$)
A	Remedial Action Plan Final Design, specifications, procurement, purchase of equipment and groundwater monitoring	<ul style="list-style-type: none"> ▪ RAP Final Design & Specifications ▪ DEP approval letter of RAP ▪ Groundwater Sampling Report 		
B1	Remedial System Installation: Trenching & piping and groundwater monitoring	<ul style="list-style-type: none"> ▪ Design Specifications ▪ Vendor Invoices ▪ Groundwater Sampling Report ▪ Photo Documentation 		
B2	Remedial System Installation (in accordance with this Agreement Section 2b): Equipment Installation, Start-up of System, 1 st quarter of Remedial System O&M and groundwater monitoring	<ul style="list-style-type: none"> ▪ Remediation Status Progress Report with groundwater sampling results and remedial system performance data (hours in operation, gallons extracted and treated, extraction wells operating, repairs and notes) ▪ Photo Documentation 		
C1-11	Remedial System O&M & Groundwater Monitoring	<ul style="list-style-type: none"> ▪ Remediation Status Progress Report with Groundwater Sampling results 		
D1	Attainment Sampling: Soil & Groundwater	<ul style="list-style-type: none"> ▪ Soil & Groundwater Attainment Sampling Report 		
D2-8	Attainment Sampling: Groundwater	<ul style="list-style-type: none"> ▪ Groundwater Attainment Sampling Report 		
F	DEP Approval of Remedial Completion Report, and Post Remediation Activities/Site Restoration	<ul style="list-style-type: none"> ▪ DEP Approval Letter of Remedial Action Completion Report ▪ Letter report verifying well abandonment by Licensed Driller and PG ▪ Photo Documentation 		

EXHIBIT D
SUPPORTING DOCUMENTS

Exhibit 1 - Environment, Health and Safety Requirements

The terms of this Exhibit 1 shall be in addition to the terms and conditions of the affixed Agreement (“Agreement”). However, in the event of any inconsistency between the Agreement and this Exhibit 1, the terms of this Exhibit 1 shall prevail.

In addition to any other compliance with law sections, Contractor will comply with all applicable national, regional and local environmental, health and safety (EHS) laws, rules and regulations. Further, Contractor will comply with Hess Corporation (hereinafter referred to as Hess or Company) EHS, Corporate Social Responsibility (CSR) and Human Rights Policies (the “Hess Policies”) and the Global Hess Rules, as amended from time to time, at Hess’ sole discretion. The Hess policies and Hess Rules are found at: <http://hess.com/sustainability/environment/policies.aspx> and the Global Hess Rules are attached. In addition to the enumerated Company Specific Requirements listed below, Contractor will also be responsible for complying with site-specific EHS practices of Company.

Contractor will take any additional precautions necessary to prevent harm to Hess personnel, Contractor employees, and its subcontractors or damage to the environment, property or Company’s reputation. Contractor will also ensure that all of its subcontractors will comply with Contractor’s obligation under this agreement, including all of Contractor’s obligations under this section.

Contractor will provide, at Company’s request, a monthly breakdown of employee and subcontractors hours, incidents (e.g., fatality, injury, illness, fire, vehicle accident, spill outside of secondary containment, security breach, property damage greater than \$25,000), and data that supports site-specific performance monitoring on Company Property or Company Sites (e.g., near misses, safe observations, inspections, spill inside primary containment)

I. Company Specific EHS Requirements for All Contractors

The following elements will be included in the Contractor’s EHS Procedures and/or Program. At Company’s request, Contractor will provide Company with any and all information requested in connection with Company’s EHS evaluation of the Contractor.

1) Leadership and the Assessment and Management of EHS Risk

Contractor Leadership will actively communicate EHS expectations and Company requirements, routinely monitor EHS performance, address action items identified from post job evaluations, audits, inspections and incident investigations, and actively take ownership of EHS. Contractor Leadership will also ensure that Contractor’s employees and subcontractors understand Company’s EHS policy, Hess Rules and site-specific EHS procedures. Contractor will communicate to its employees and subcontractors the expectation that everyone has an obligation to stop work that is unsafe, and reinforce this authority to ensure conformance.

At a minimum, Contractor will have a hazard identification and risk assessment process that addresses risk associated with the scope of contracted work, and task specific pre-job hazard analysis and/or a work permitting system to identify and remove or control identified hazards.

2) Incident Reporting and Investigation

Contractor will immediately notify Company, and regulatory agencies as required, of a) all incidents that occur at a Company site or while representing Company resulting in death, injury or illness of a Contractor employee or its subcontractor or third parties, b) government agency, state authorities or regulatory bodies inspection, site visits, fines or citations, c) any activity that results in spills or releases, security issues, loss or damage to property, business interruption or may potentially impact Company’s

reputation, and d) significant near misses that have the potential to cause a fatality, life-threatening/altering injury or illness, interrupt business, and/or adversely impact the community or the Company's reputation. Immediate notifications should follow site-specific requirements, but not exceed the following when:

Company Supervision Present:

- notification to Company site management as soon as reasonably possible, not to exceed 45-minutes.

Company Supervision NOT Present:

- notification within 4 hours of incident identification for a fatality, hospitalization of 3 or more people, loss or damage to property exceeding \$100,000 or potential to interrupt business and/or an incident that has the potential to adversely impact the community or the Company's reputation
- notification within 12 hours of incident identification for injury, illness, spill, release, security breach, and/or loss or damage to property

Contractor will complete risk-appropriate incident investigation for all EHS incidents. Company retains the right to participate in Contractor's incident investigation or conduct its own incident investigation. For all incident investigations requested or completed, Contractor will furnish Company with a copy of non-privileged reports made by or on behalf of Contractor concerning an incident, including any non-privileged statements or other investigative material.

2) EHS Training and Competency

Contractor will ensure that all required training for its employees and its subcontractors have been identified and completed and competency confirmed. Training shall be pertinent to the role and responsibilities of the particular work, service or activity conducted. Company may require additional site-specific training and documentation.

In order to maintain safety and facilitate communication between Contractor and Company in connection with work, service or activity, Contractor will ensure that the foreman assigned to the Work (or other manager acting for Contractor in connection with the Work) is fluent in the language of their employees and subcontractors, and English.

3) Tools, Equipment and Preventative Maintenance Program

Contractor shall ensure that tools or equipment brought onto Company site by their employees and its subcontractors are appropriate and/or necessary for the work, service or activity being performed, and ensure a preventative maintenance program is followed.

4) Chemicals Brought to Company Site

Company has the right to pre-approve and if necessary ban materials and substances that a Contractor or its subcontractor bring onto a Company Site. For all materials and substances brought to a Company Site by a Contractor or its subcontractor, the Contractor will ensure that Material Safety Data Sheets (MSDSs) are available at the Company Site.

5) Drugs and Alcohol

Being under the influence of alcohol or a controlled substance is prohibited while performing work, service or activity for Company. Medication prescribed by a licensed health care professional that may impact an individual's ability to safely complete work is also prohibited. Contractor will have procedures in place to ensure employee and subcontractor compliance. Contractor employees and its sub contractors will take part in drug and alcohol testing at Contractor's expense, if requested by the Company for reasonable suspicion and/or post incident, accident, or injury.

6) Selection and Monitoring of Subcontractors

Prior to awarding any sub-contract, Contractor shall have a process to assess a subcontractor's ability to comply with EHS risk management criteria. Upon request by Company, Contractor shall provide evidence of such assessment prior to bid award. Contractors are expected to monitor their subcontractors in such a manner as to ensure the subcontractors comply with the obligation under this agreement.

II. Company Specific EHS Requirements for Certain Contractors

Section a) below does not apply unless the applicable box is checked.

Check box if requirements in Sec. a) below apply:

a) Compliance with EHS risk evaluation criteria for Medium / High Risk Exposure Contractors

Company uses ISNetworld to prequalify Contractors' EHS policies and programs, and verify Contractors' levels of insurance coverage. Contractor will maintain, at its expense, for the term of the Contract, a subscription with ISNetworld (ISN) at www.isnetworld.com and will provide ISN with any and all information requested by ISN in connection with ISN's evaluation of the Contractor.

If, at any time during this Agreement, Contractor's ISN subscription lapses or its ISN rating falls below a "B," Hess may immediately terminate this Agreement on notice to Contractor.

Company's use of ISN in connection with the Work will not constitute or be construed as Company assuming responsibility or liability for Contractor's performance under the Contract or at law, and does not relieve Contractor from full compliance with its legal and contractual obligations. ISN is an independent Contractor and any acts or omissions by ISN will not be considered an act or omission of Company. ISN is not an agent of Company.

Exhibit 2 - Insurance Requirements

1. Minimum Insurance Coverage: Unless waived in writing by an officer of Hess, Contractor will place and maintain in effect at all times while work is being performed hereunder. The following minimum insurance coverages:

- If required by applicable law, worker's compensation in compliance with all applicable statutes of the state where the work is being performed and employer's liability insurance with a limit of not less than \$1,000,000 per occurrence.
- Comprehensive general liability insurance with combined single limits of \$5,000,000 per occurrence with a \$5,000,000 general aggregate including contractual liability for bodily injury and property damage.
- If Contractor uses a vehicle in the performance of the work, automobile liability insurance covering owned, hired and non-owned vehicles used by contractor with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.
- Umbrell excess liability coverage in the amount \$20,000,000.

2. Additional Insurance Requirements for Certain Work Activities

This Exhibit 2 supplements the insurance requirements specified in the affixed Agreement ("Agreement"). Only the provisions below with a box checked shall apply.

The following insurance is needed if:

Check box if Riggers Liability Insurance as described below apply:

Riggers Liability Insurance (i.e. Contractor will Operate a crane)

Riggers Liability Insurance with limits of \$5,000,000 per occurrence. CGL lifting and installation floater endorsement or Construction All Risk policies are acceptable alternatives.

Check box if Dock and Marine related Insurance as described below apply:

Longshoreman's and Harborworker's Compensation Act (USL&H) Insurance to the extent required under the act with regard to the work. Can be added as a rider to W/C policy.

Jones Act Insurance (if applicable) covering employees who are qualified as "Jones-Act Seaman". Added as rider to W/C policy or via crew coverage endorsement on P&I policy or Marine Employers Liability policy.

Marine Liability (vessels)- Protection and Indemnity (P&I) with limits of either \$1B or \$1MM per occurrence. \$1B if you own or operate vessels for the bulk movement of finished product, crude or similar cargo. \$1mm for all other vessels greater than 26ft in length.

Marine Hull and Machinery Insurance. Policy limit equal to the replacement cost of the vessel (if applicable).

Check box if 3rd Party Carrier Insurance as described below apply:

Motor Truck Cargo Insurance for the full replacement value of the shipment.

Transportation MCS90 Coverage

A. Non-Hazardous	-\$1,000,000
B. Hazardous	-\$1,000,000

Check box if Pollution Legal Liability Insurance as described below apply:

Pollution Legal Liability Insurance with limits of \$5,000,000.