



March 31, 2015

To: Hazardous Material Removal and Site Restoration Subcontractor

Reference: Request for Quotation—Lead Soil Removal and Associated Services
NCDENR-IHSB Priority Site – Ulah Battery Site
US Highway 220 Business and Dinah Road
Asheboro, Randolph County, North Carolina
S&ME Project No. 4358-15-036

Dear Subcontractor:

S&ME, Inc. (S&ME) requests a proposal from you to conduct lead-contaminated soil treatment and removal and associated services at the site referenced above. If selected, S&ME will retain your services as our subcontractor under S&ME's *Subcontractor Agreement* (Form SC-091); which is attached. **There is no pre-bid site meeting scheduled.**

1.0 SITE AND PROJECT INFORMATION

The site is currently a cleared, unoccupied property located on the northwestern quadrant of the intersection of US Highway 220 and Dinah Road in Asheboro, North Carolina. **(Figure 1)**. The work area is located on a portion of a 76-acre parcel owned by Klaussner Furniture Industries. The address of the parcel is as follows:

4402 US Highway 220 Business
Asheboro, Randolph County, North Carolina

The proposed excavation area is depicted on **Figure 2** and is approximately 0.6 acres in size. The proposed excavation area is comprised of twelve (12) 50-foot by 50-foot cells. Based on Tetra Tech's *Final Removal Assessment Letter Report (Area 3)* dated September 27, 2012, concentrations for total lead in the excavation area range from 421 milligrams per kilogram (mg/kg) to 7,721 mg/kg. The depth of lead-impacted soil above the target cleanup goal of 400 mg/kg¹ is expected to extend to a depth of 0.5 feet below ground surface (bgs).

Access to the site will be from Dinah Road located immediately south of the subject property.

¹NCDENR Inactive Hazardous Sites Branch Preliminary Residential Health Based Soil Remediation Goal for lead.

2.0 SCOPE OF WORK

2.1 Preparation and Safety

The subcontractor will perform the following in preparation for the soil removal work:

- Provide S&ME with certificates of insurance that meet or exceed the requirements of the attached *Subcontractor Agreement*, and name S&ME, Inc. and North Carolina Department of Environment and Natural Resources (NCDENR) as additional insured and certificate holders.
- Secure written agreement(s) for the borrow material (both fill and top soil) source that will be used to backfill the excavation. The agreement(s) must be provided to S&ME **at least 2 weeks** prior to beginning soil removal work.
- If available, provide documentation that the borrow materials (both fill and top soil) is free from contaminants) to S&ME **at least 2 weeks** prior to beginning soil removal work.
- Secure prior approval of permitted facilities for the disposal and/or treatment of lead contaminated soil prior to commencement of site work.
- Prepare a Health and Safety Plan (HASP) that meets the requirements of OSHA (Standards 29 CFR Part 1910 and 1926.1128) for removal of lead-contaminated soil. Provide a copy to S&ME within three days prior to the start of site work. Include the following statement in the HASP and train personnel to follow this site rule, **“Under no circumstances will anyone enter an excavation that is deeper than four-feet below ground surface”**.
- Locate underground utilities using the NC One-Call service and a private utility locator.

S&ME will perform the following in preparation for the soil removal work:

- Collect and analyze soil samples from the borrow material (both fill and top soil) to document that the source material is free from contaminants.

2.2 Soil Excavation, Treatment and Disposal

The subcontractor will remove, treat and properly dispose of approximately 835 tons of lead-contaminated soil. The work shall be performed as follows:

- Implement measures and equipment as necessary to ensure that no sediment or construction debris or materials impact areas outside the limits of the disturbance.
- Assist S&ME with collection of soil samples for environmental analyses. Periodically, soil samples will be collected from the subcontractor’s excavator bucket and retrieved from the bucket by S&ME personnel for lead screening using an X-Ray Fluorescence meter (XRF).
- Remove and treat the excavated soil with EnviroBlend® 90/10 Course at a rate of 4% by weight (33.5 tons). See the attachment for details of the EnviroBlend® product that will be used.
- Stockpile, treat, and then cover the soil within the excavation area.

- To avoid contaminating clean areas, the excavated soil shall be placed on plastic, if the soil is stockpiled in any area outside of the excavation area or in an area where excavation has already occurred, i.e., clean area.
- The excavated and treated soil shall be covered with plastic for protection from exposure to rain and secured to prevent unauthorized access and to prevent wind gusts from removing the plastic.
- During the process of mixing EnviroBlend® 90/10 Course with the soil, S&ME will be collecting continuous air samples in a down-wind direction to document that the soil remained on-site.
- Add water to the excavated soil as necessary to prevent dust from forming. Obtaining a source of water will be the responsibility of the subcontractor.
- During the work and at the end of each day; all tools, appliances, surplus materials, temporary drainage, rubbish, sediment, soil and debris incidental to work shall be removed.
- During the interim period when site work is inactive while waiting for laboratory results of the treated soil, the excavated area will be covered by straw to prevent erosion. If needed, silt fencing may be installed in certain area to ensure that sediment does not leave the excavation area.
- S&ME will characterize the excavated soil for toxicity characteristic leaching procedure (TCLP)-lead.
- If the characterization of the stockpiled soil indicates a hazardous material, the contractor will return to the site as necessary for additional treatment of the stockpiled soil with EnviroBlend® 90/10 Course and S&ME will re-characterize the soil for TCLP-lead as necessary.
- Based on characterization of the soil as non-hazardous, the contractor will return to the site and load the soil onto dump trucks (835 tons plus 33.5 tons of added EnviroBlend® 90/10 Course) for off-site disposal.

2.3 Site Restoration

Site restoration activities will be performed on all disturbed areas which include the excavation area and site access roadway and will include the following:

- Place clean, compactable soil into the excavation and compact in 4 to 6 inch lifts. The area will be proof rolled with a heavy dump truck to the acceptance of S&ME's on-site personnel.
 - ✓ The compactable soil shall have a topsoil/vegetative layer, defined as soil material capable of sustaining vegetation. The backfill soil shall be classified as SM, SC, SW-SM, SW-SC, SP-SM, ML, MH, or CL soils according to the Unified Soil Classification System (ASTM D2487). The backfill soil shall be free of roots, stumps, brush, rocks larger than ½ inch, debris, and other foreign matter. Topsoil material shall have nutrient content and pH capable of supporting vegetation and shall have a minimum organic content of 2% by weight. All material clods will be

broken down to provide a homogeneous soil that is free of clods greater than ½ inch in diameter with no more than 15% retained on the No. 4 sieve.

- Seed and fertilize all disturbed areas (excavation areas and site access areas) with grass to match the existing turf and cover with straw.
 - ✓ Apply 10-10-10 fertilizer at a rate of approximately 2 ¼ pounds per 100 square feet Till into the top 2 – 3 inches.
 - ✓ Apply lime at a rate of approximately 9 pounds per 100 square feet. Till into the top 2 – 3 inches.
 - ✓ Grass Seed: Select to match existing grass type and apply new grass seed at a rate of approximately one pound per 200 square feet.
 - ✓ Straw/Mulching Material: Shall be oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry and as described in the North Carolina Erosion and Sediment Control Planning and Design Manual.

2.4 Submittals

Within at least three days prior to the start of site work; provide S&ME with:

- Certificates of insurance that meet or exceed the requirements of the attached *Subcontractor Agreement*, and name S&ME, Inc. and the NCDENR as additional insureds and certificate holders
- Health and Safety Plan

Provide documentation to S&ME within two weeks following removal of lead-impacted soil:

- Manifests and documentation of proper disposal and/or treatment of the lead-impacted soil, including; certified weigh tickets for the tare weight and loaded weight of soil in each truck, manifests and final total of amount of soil received at the permitted soil disposal facility.

3.0 SCHEDULE

Your proposal is due to S&ME by 5:00 pm on April 10, 2015. Work is expected to begin in early May 2015 and be completed by mid-May 2015.

4.0 BID FORM

TO: S&ME, Inc.
8646 West Market Street, Suite 105
Greensboro, North Carolina 27409
Telephone (336) 288-7180
Facsimile (336) 288-8980
Email: wwatterson@smeinc.com
Attention: Mr. Wayne H. Watterson, P.E.

BID FROM: Company Name: _____
Address: _____
Contact Name: _____
Telephone and email: _____

SITE: NCDENR-IHSB Ulah Battery Site
US Highway 220 Business and Dinah Road
Asheboro, Randolph County, North Carolina

LUMP SUM BID: The undersigned BIDDER hereby proposes to furnish the services specified in the attached Request for Quotation for the firm lump sum prices as detailed below. All prices quoted include all applicable sales and other taxes.

BIDDER proposes to provide all material, equipment, labor and appurtenances to properly mobilize and setup at the site, and place and compact backfill and re-seeding with grass to match the existing turf (**excavate, treat with EnviroBlend® 90/10 Course, and stockpile up to 835 tons of soil plus 33.5 tons of added EnviroBlend® 90/10 Course, dispose of 835 tons of soil plus 33.5 tons of added EnviroBlend® 90/10 Course as non-hazardous, and place 835 tons of fill @ 6-inch lifts.** The following **Lump Sum Bid** is requested in accordance with this Request for Quotation

ON-SITE TREATMENT BY STABILIZATION AND DISPOSE OF AS NON-HAZARDOUS

_____ dollars (\$) _____).

Firm BIDDER performance schedule assuming contract award date of mid-April 2015, start site work in early May 2015 and completed by mid-May 2015. Write in the numbers required in the spaces below.

_____ Number of on-site workdays: 1st Mob/excavate/treat soil

_____ Number of on-site workdays: 2nd Mob/load out/restore

_____ Average number of on-site hours in a workday

BID FORM (continued)

ADJUSTMENTS IN SCOPE OF WORK – Approved changes in Scope of work shall be compensated in accordance with the following rates:

Total lump sum cost to mobilize & demobilize for possible return trips (more than the required two mobilizations) to conduct additional services (e.g. treat the soil pile a second time, excavate additional soil). Provide all material, equipment, labor, and appurtenances as required.
\$ _____ / mob/demob.

Total unit rate cost to provide all material, equipment, labor, and appurtenances as required and as necessary to **RE-TREAT** (80 pounds of **EnviroBlend® 90/10 Coarse** per ton of impacted soil (assume original stockpile volume) the previously stockpiled lead-impacted soil
\$ _____ / ton.

Total unit rate cost to provide all material, equipment, labor, and appurtenances as required and as necessary to excavate, treat (80 pounds of **EnviroBlend® 90/10 Coarse** per ton of impacted soil), load, transport and dispose of additional lead-impacted soil at a permitted disposal facility.
\$ _____ / ton (assume minimum of 15 tons of additional soil to be excavated)

Total unit rate cost to provide all material, equipment, labor, and appurtenances as required and as necessary to provide, place and compact clean backfill. \$ _____ / ton

Restore disturbed areas. \$ _____ per square yard

➔ Include a rate sheet from your Company listing rates for personnel and equipment.

Subcontract Bid Submittal Signature:

By: _____
(Corporation Name) (State of Incorporation)

By: _____
(Name of Officer Authorized to Sign)

(Title)

(Signature)

5.0 CLOSING

Please submit the two-page bid form (pages 5 and 6) by mail, telefax or email to Mr. Wayne H. Watterson at S&ME by **5:00 pm on April 10, 2015.**

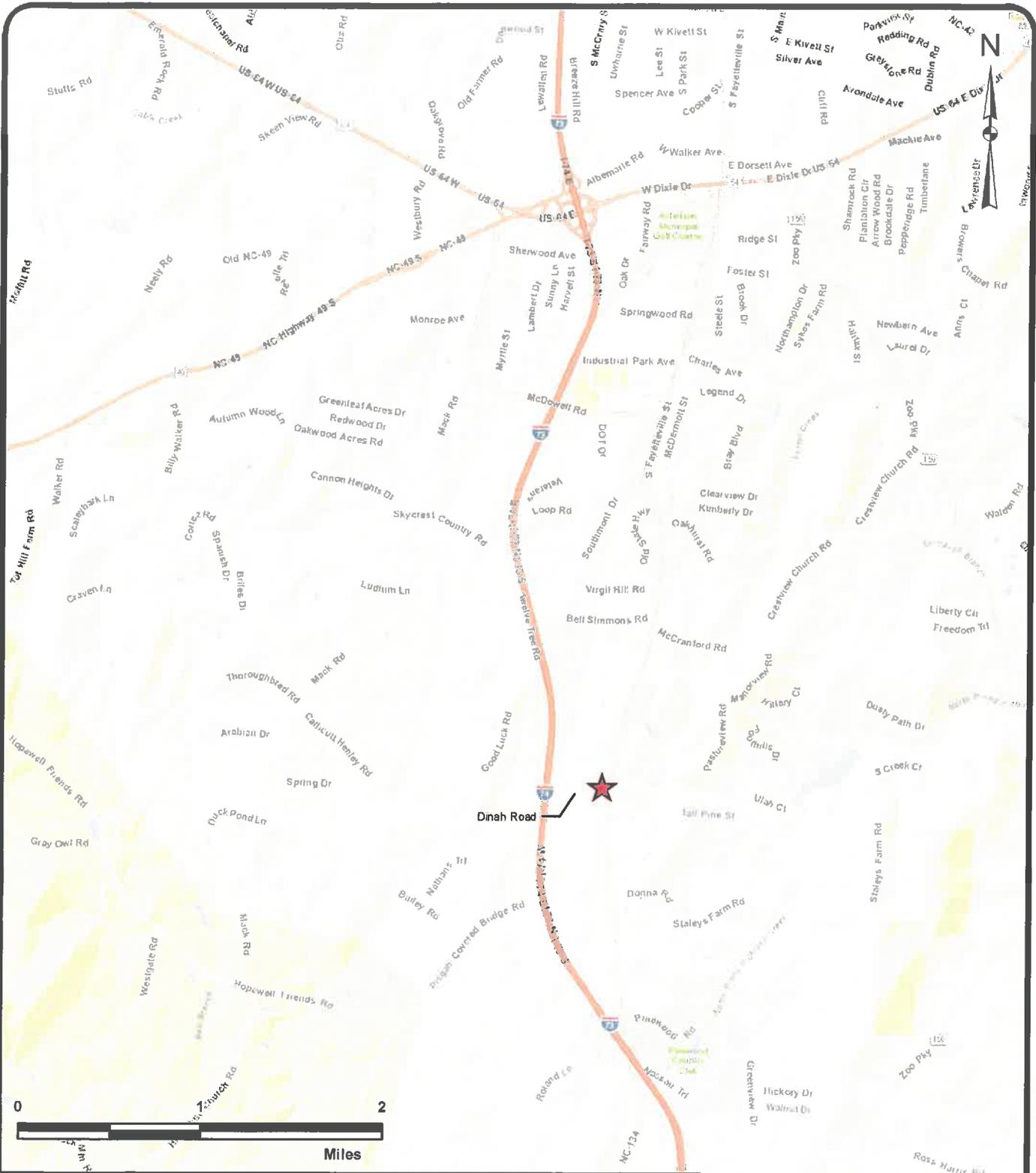
Feel free to contact us with any questions. Thank you in advance for your response.

Sincerely,
S&ME, Inc.

David R. Loftis, P.E.
Senior Engineer
828-483-3012
dloftis@smeinc.com

Wayne H. Watterson, P.E.
Project Manager
336-288-7180
wwatterson@smeinc.com

Attachments: Figure 1 – Site Location Map
Figure 2 – Proposed Soil Excavation Area
EnviroBlend® Product Details
Subcontractor Agreement (Form SC-091)



REFERENCE:
 GIS DATA LAYERS WERE OBTAINED FROM RANDOLPH COUNTY. CELL LOCATIONS AND LEAD CONCENTRATIONS FROM TETRA TECH REPORT DATED 9/27/2012. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

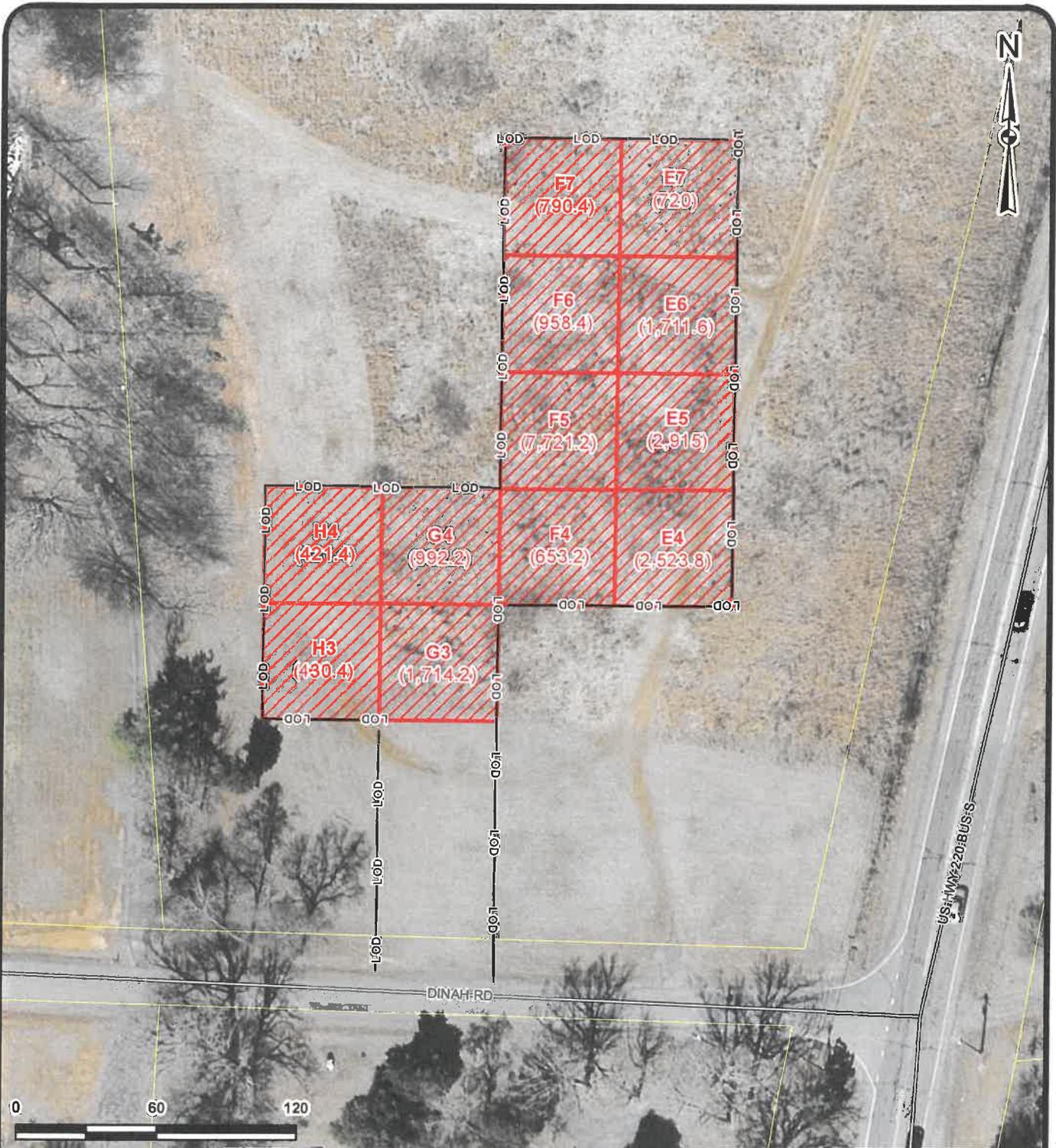
 **Project Location**

SCALE:	AS SHOWN
DATE:	03-31-15
DRAWN BY:	DDH
PROJECT NO:	4358-15-036



SITE LOCATION MAP
 NCDENR-IHSB Priority Site – Ullah Battery Site
 US Highway 220 and Dinah Road
 Asheboro, Randolph County, North Carolina

FIGURE NO.
1



REFERENCE:
 GIS DATA LAYERS WERE OBTAINED FROM RANDOLPH COUNTY. CELL LOCATIONS AND LEAD CONCENTRATIONS FROM TETRA TECH REPORT DATED 9/27/2012. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

- (430.4) Average Lead Concentration in mg/kg
- Proposed Excavation Areas
- LOD- Limits of Disturbance

SCALE:	1" = 60'
DATE:	03-31-15
DRAWN BY:	DDH
PROJECT NO:	4358-15-036



PROPOSED SOIL EXCAVATION AREA
 NCDENR-IHSB Priority Site – Ullah Battery Site
 US Highway 220 and Dinah Road
 Asheboro, Randolph County, North Carolina

FIGURE NO.
2

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

Product identifier

Product Name ENVIROBLEND® 90/10 Coarse

Other means of identification

Product Code ENVIROBLEND® 90/10 Coarse

Synonyms None

Recommended use of the chemical and restrictions on use

Recommended Use Product used for metal containing waste stabilization.

Uses advised against No information available

Details of the supplier of the safety data sheet

Manufacturer Address

Premier Magnesia, LLC, 300 Barr Harbor Drive, Suite 250, West Conshohocken, PA 19428

Emergency telephone number

Company Phone Number 610-828-6929

24 Hour Emergency Phone Number 1-800-424-9300

Emergency Telephone Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

Blends high in magnesium oxide will react with water generating some heat. Not a fire or spill hazard. Product is of low toxicity. Dust is classified as a "nuisance particulate not otherwise regulated" as specified by ACGIH and OSHA.

Label elements

Emergency Overview

Product dust is classified as a "nuisance particulate, not otherwise regulated" as specified by ACGIH and OSHA. The excessive, long-term inhalation of mineral dusts may contribute to the development of industrial bronchitis, reduced breathing capacity, and may lead to the increased susceptibility to lung disease.

Appearance Fine powder to granular **Physical state** Solid **Odor** Odorless

Particulate is a physical eye irritant.

Low toxicity by skin contact.

Chronic overexposure by inhalation of airborne particulate may irritate upper respiratory system as well as the throat.

Ingestion is an unlikely route of exposure. If ingested in large amounts it may cause irritation, nausea, vomiting, diarrhea, abdominal pain, black stool, pink urine, coma and possibly death.

Hazards not otherwise classified (HNOC)

Other Information

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	Weight-%	Trade Secret
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Magnesium Oxide	1309-48-4	90	
CALCIUM TRIPLE SUPERPHOSPHATE	7758-23-8	10	

4. FIRST AID MEASURES

First aid measures

Eye contact	Rinse thoroughly with plenty of water, also under the eyelids. If eye irritation persists: Get medical advice/attention.
Skin Contact	Low toxicity by skin contact. If skin irritation persists, call a physician.
Inhalation	Remove to fresh air. If symptoms persist, call a physician.
Ingestion	Ingestion is an unlikely route of exposure. If ingested in sufficient quantity and victim is conscious, give 1-2 glasses of water or milk. Never give anything by mouth to an unconscious person. Leave decision to induce vomiting to qualified medical personnel, since particles may be aspirated into the lungs. Seek immediate medical attention.

Most important symptoms and effects, both acute and delayed

Symptoms No information available.

Indication of any immediate medical attention and special treatment needed

Note to physicians Treat symptomatically.

5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media Water reacts with magnesium oxide producing magnesium hydroxide and heat. Do not allow water to get inside containers: reaction with water will cause product to swell, generate heat, and burst its container. If contact is unavoidable, use sufficient water to safely absorb the heat that may be generated.

Specific hazards arising from the chemical

No information available.

Explosion data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge None.

Protective equipment and precautions for firefighters

Firefighters should wear NIOSH approved, positive pressure, self-contained breathing apparatus and full protective clothing when appropriate.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Ensure adequate ventilation, especially in confined areas.

Environmental precautions

Environmental precautions See Section 12 for additional ecological information.

Methods and material for containment and cleaning up

Methods for containment Prevent further leakage or spillage if safe to do so.

Methods for cleaning up Carefully clean up and place material into a suitable container, being careful to avoid creating excessive dust. If conditions warrant, clean up personnel should wear approved respiratory protection, gloves and goggles to prevent irritation from contact and/or inhalation.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on safe handling Handle in accordance with good industrial hygiene and safety practice.

Conditions for safe storage, including any incompatibilities

Storage Conditions Store in dry, protected storage. Product is stable under normal conditions of storage. Do not allow water to get inside containers; reaction with water will cause product to swell, generate heat and burst its container. Minimize dust generation during material handling and transfer.

Incompatible materials Magnesium Oxide component is soluble in aqueous acids generating heat and steam; violent reaction or ignition with interhalogens (e.g., bromine pentafluoride; chlorine trifluoride). Incandescent reaction with phosphorus pentachloride. Water will react with magnesium oxide producing magnesium hydroxide and heat.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

Exposure Guidelines This product, as supplied, does not contain any hazardous materials with occupational exposure limits established by the region specific regulatory bodies.

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Magnesium Oxide 1309-48-4	TWA: 10 mg/m ³ inhalable fraction	TWA: 15 mg/m ³ fume, total particulate (vacated) TWA: 10 mg/m ³ fume and total particulate	IDLH: 750 mg/m ³ fume

Appropriate engineering controls

Engineering Controls Provide sufficient ventilation, in both volume and air flow patterns to control mist/dust concentrations below allowable exposure limits.

Individual protection measures, such as personal protective equipment

Eye/face protection The use of eye protection, gloves and long sleeve clothing is recommended.

Skin and body protection The use of eye protection, gloves and long sleeve clothing is recommended.

Respiratory protection Provide workers with NIOSH approved respirators in accordance with requirements of 29 CFR 1910. 134 for level of exposure incurred.

General Hygiene Considerations Avoid contact with skin, eyes or clothing. After handling this product, wash hands before eating or drinking.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	Solid	Odor	Odorless
Appearance	Fine powder to granular	Odor threshold	No information available
Color	Grayish-brown		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	2.5-10 (depending on blend ratio)	
Melting point/freezing point	No information available	
Boiling point / boiling range	No information available	
Flash point	No information available	
Evaporation rate	not applicable	
Flammability (solid, gas)	No information available	
Flammability Limit in Air		
Upper flammability limit:	No information available	
Lower flammability limit:	No information available	
Vapor pressure	No information available	
Vapor density	No information available	
Specific Gravity	Mixture	
Water solubility	No information available	
Solubility in other solvents	No information available	
Partition coefficient	No information available	
Autoignition temperature	No information available	
Decomposition temperature	No information available	
Kinematic viscosity	No information available	
Dynamic viscosity	No information available	
Explosive properties	No information available	
Oxidizing properties	No information available	

Other Information

Softening point	No information available
Molecular weight	No information available
VOC Content (%)	No information available
Density	No information available
Bulk density	70-90 lb/ft3

10. STABILITY AND REACTIVITY

Reactivity

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of Hazardous Reactions

None under normal processing.

Hazardous polymerization Hazardous polymerization does not occur.

Conditions to avoid

Extremes of temperature and direct sunlight.

Incompatible materials

Magnesium Oxide component is soluble in aqueous acids generating heat and steam; violent reaction or ignition with interhalogens (e.g., bromine pentafluoride; chlorine trifluoride). Incandescent reaction with phosphorus pentachloride. Water will react with magnesium oxide producing magnesium hydroxide and heat.

Hazardous Decomposition Products

None known based on information supplied.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Product Information	Magnesium Oxide # 1309-48-4 Product does not present an acute toxicity hazard based on known or supplied information. Calcium triple superphosphate #7758-23-8 May be harmful by inhalation, ingestion, or skin absorption
Inhalation	Inhalation of vapors in high concentration may cause irritation of respiratory system.
Eye contact	Contact with eyes may cause irritation.
Skin Contact	Low toxicity by skin contact.
Ingestion	Ingestion is an unlikely route of exposure. If ingested in large amounts it may cause irritation, nausea, vomiting, diarrhea, abdominal pain, black stool, pink urine, coma and possibly death.

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
CALCIUM TRIPLE SUPERPHOSPHATE 7758-23-8	= 17500 mg/kg (Rat)	> 2 g/kg (Rabbit)	-

Information on toxicological effects

Symptoms No information available.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Sensitization	No information available.
Germ cell mutagenicity	No information available.
Carcinogenicity	No information available.
Reproductive toxicity	No information available.
STOT - single exposure	No information available.
STOT - repeated exposure	No information available.
Aspiration hazard	No information available.

Numerical measures of toxicity - Product Information

12. ECOLOGICAL INFORMATION

Ecotoxicity

Avoid release to the environment

Persistence and degradability

No information available.

Bioaccumulation

No information available.

Other adverse effects

No information available

13. DISPOSAL CONSIDERATIONS

Waste treatment methods

Disposal of wastes

This product does not exhibit any characteristics of a hazardous waste. The product is suitable for landfill disposal. Follow all applicable federal, state and local regulations for safe disposal.

Contaminated packaging

Do not reuse container.

14. TRANSPORT INFORMATION

DOT

Not regulated by DOT as a hazardous material. No hazard class, label or placard required, no UN or NA number assigned.

15. REGULATORY INFORMATION

International Inventories

TSCA

Complies

Chemical Name	TSCA	DSL/NDSL	EINECS/ELI NCS	ENCS	IECSC	KECL	PICCS	AICS
Magnesium Oxide	X	X	X	X	X	X	X	X
CALCIUM TRIPLE SUPERPHOSPHAT E	X	X	X	X	X	X	X	X

X - Listed

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

US Federal Regulations

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

SARA 311/312 Hazard Categories

Acute health hazard	No
Chronic Health Hazard	No
Fire hazard	No
Sudden release of pressure hazard	No
Reactive Hazard	No

CWA (Clean Water Act)

This product contains substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

US State Regulations

California Proposition 65

This product does not contain any Proposition 65 chemicals

U.S. State Right-to-Know Regulations

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Magnesium Oxide 1309-48-4	X	X	X

U.S. EPA Label Information

EPA Pesticide Registration Number Not Applicable

16. OTHER INFORMATION

<u>NFPA</u>	Health hazards 1	Flammability 0	Instability 0	Physical and Chemical Properties -
<u>HMIS</u>	Health hazards 0	Flammability 0	Physical hazards 0	Personal protection X

Issue Date 02-Dec-2014

Revision Date 23-Sep-2014

Revision Note

No information available

Disclaimer

The information provided in this Material Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

EnviroBlend[®] 90/10 Coarse

Finished Product Specifications:

Chemistry

MgO	75.0 – 78.0% (Loss Free Basis)
P ₂ O ₅	4.55 – 4.75%
SiO ₂	0.50 – 1.5%
Fe ₂ O ₃	0.20 – 1.2%
Al ₂ O ₃	0.10 – 1.1%
CaO	6.00 – 9.40%
S	0.05 – 0.10%
L.O.I. @1000°	4.00 – 6.00%
Potassium	0.10 – 0.40%
Sodium	0.15 – 0.80%
pH	9.20 – 10.3

<u>Physical (average)</u>	Mesh	Percent
	12	25.3
	20	34.9
	40	5.8
	70	6.2
	100	4.0
	-100	23.8

Bulk Density, lbs./ft³ 60-65 (Loose)

Packaging

Bottom Discharge
Super Sacks: Non-returnable; 2000 lb.

Bulk: Rail Box Car, Pneumatic Trailer,
Bulk Dump Trailer.

NOTICE: The information, findings and recommendations set forth herein concerning the performance or use of the products or techniques herein described are based on technical data, information, research and general experience that Premier Chemicals believes to be accurate and reliable. We do not guarantee accuracy or the results to be obtained in any particular application. It is understood that you will rely on your own tests to determine the suitability of such techniques or products for your own purpose. Since conditions of use are outside our control, we make no warranties, expressed or implied, and assume no liability in connection with any use of our product or this information.

Seller disclaims any express or implied warranty against infringement of any patent(s) which may cover a use of this product; buyer is solely responsible for obtaining any patent license(s) required for buyer's particular use of this product.

SUBCONTRACT

In consideration of the mutual covenants and promises herein and intending to be legally bound hereby. Contractor and Subcontractor hereby agree as follows:

PERFORMANCE OF SUBCONTRACT WORK – Contractor has entered into a Contract hereinafter "Contract" with Client to perform work (hereinafter "Contract Work") on the project. A portion of the Contract Work is included in this Subcontract as the Subcontract Work. This Subcontract by reference incorporates as a part of Subcontract all of the terms, conditions, and other portions of the Contract which apply to the Subcontract Work and the performance of the Subcontract Work. It is understood and agreed that any reference herein to the Subcontractor's bid or proposal to perform the Subcontract Work is solely and exclusively for the purpose of further technically describing the Subcontract Work and that any terms, conditions, or other qualifications in such bid or proposal are hereby rejected, excluded and not a part of this Subcontract.

CONTRACTUAL RELATIONSHIP – At all times, Subcontractor and its lower tier subcontractors shall be independent Contractors. Subcontractor and its lower tier subcontractors are not, and shall not hold themselves out as the agents, servants, employees or representative in any manner of Contractor or Client.

COMMENCEMENT AND COMPLETION OF WORK – Subcontractor agrees to commence the Subcontract Work to be performed hereunder by the start date and to continue diligently in the performance thereof in a manner consistent with this Subcontract and to fully complete all of said work to the satisfaction of Contractor and Contractor's Client by the completion date. It is expressly agreed that time is of the essence of the Subcontract, and Subcontractor agrees to perform the work within the Period Of Performance. Subcontractor will be allowed additional time to perform the Subcontract when time extensions for performance of the Subcontract Work are granted to Contractor by Client under the Contract, provided Subcontractor has complied with all notice and other applicable requirements of the Subcontract and Contract.

COMPENSATION – As full and complete compensation for the Subcontract Work, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities which are applicable to the Subcontract Work, Contractor shall pay Subcontractor an amount in accordance with the Subcontract Amount provided herein.

Subcontractor's compensation for the Subcontract Work hereunder, including all Change Orders except Change Orders that expressly state that the change is to increase the "Not to Exceed Subcontract Amount" shall not exceed the "Not to Exceed Subcontract Amount." The "Not to Exceed Subcontract Amount" shall be the maximum compensation payable to Subcontractor for the work included in the Subcontract, and in no event shall Subcontractor exceed the "Not To Exceed Subcontract Amount" without Contractor's prior written approval in the form of a Change Order signed by both Subcontractor and Contractor.

INVOICES AND PAYMENT – Subcontractor shall submit Subcontractor invoices to Contractor so as to be received seven days prior to Contractor submitting Contractor's invoice to Client. All invoices shall be submitted to Contractor's address listed on this Subcontract. Each invoice shall include a breakdown of the charges for each task or subtask of the Subcontract Work performed. The submittal of Subcontractor's invoice is Subcontractor's certification of the following: a) the task or subtask of the Subcontract Work included therein has been completed in accordance with this Subcontract Agreement, b) all amounts for labor, lower tier subcontractors, suppliers and other third parties for Subcontract Work included in the invoice have been paid and c) the amount of the invoice is due Subcontractor pursuant to this Subcontract Agreement. Subcontractor shall also include with each invoice the name, address and telephone number and amount paid to all suppliers, lower tier subcontractors, and other third parties providing materials, labor or both as part of the Subcontract Work included in the invoice submitted by Sub-contractor.

Upon submission of the final invoice for the Subcontract Work performed, Subcontractor shall warrant that there are no amounts owed to its employees, suppliers or to any lower tier subcontractors which could become the basis for a claim or a lien against the project property where the Subcontract Work was performed and shall include with the final invoice releases of all claims and rights of liens from all lower tier subcontractors, suppliers and third parties who supplied materials or labor, or performed work for the project. Further, in consideration of the final payment due Subcontractor under this Agreement, Subcontractor hereby agrees to indemnify and hold Contractor harmless against any claim or lien arising out of or resulting in any way from this Subcontract.

Upon receipt of Subcontractor's invoice, Contractor will review the invoice and if accurate and in compliance with this Subcontract then Contractor shall include the tasks included in Subcontractor's invoice in Contractor's invoice to the Client. If

Subcontractor is unable to provide a proper and correct invoice to Contractor seven days prior to Contractor submitting Contractor's invoice to Client, then Subcontractor's invoice will be submitted with Contractor's next regularly scheduled invoice to Client.

Contractor shall pay Subcontractor's invoice within ten days after receipt of payment from Client. Payment by Client to Contractor of amounts owed Subcontractor is a condition precedent to any payment being owed or made by Contractor to Subcontractor. Payment received by Subcontractor shall first be used to satisfy the indebtedness owed by Subcontractor to others providing labor or materials for use in performing this Subcontract. If Contractor's contract with Client provides for retainage from Contractor's payments, then payments from Contractor to Subcontractor shall be subject to the same retainage provision.

In the event Subcontractor fails to comply with any provision of the Subcontract then Contractor shall have the right to retain out of any payments due or to become due to Subcontractor an amount commensurate with the value of the non-compliance and any damages, penalties or other losses caused or resulting from the noncompliance until Subcontractor is in compliance and all amounts resulting from the noncompliance are paid. Payments made to Subcontractor hereunder shall not be considered evidence of satisfactory performance of this Subcontract Work by Subcontractor, in whole or in part, nor of acceptance by Contractor, in whole or in part, of any defective or nonconforming Subcontract Work.

STANDARD OF CARE AND WARRANTY: Subcontractor and its agents, employees and subcontractors shall endeavor to perform the Subcontract Work for Contractor with that degree of care and skill ordinarily exercised, under similar circumstances, by other subcontractors performing the Subcontract Work at the same time and location. In the event any portion of the Subcontract Work fails to substantially comply with this standard of care obligation and Subcontractor is promptly notified in writing prior to one year after completion of such portion of the Subcontract Work, Subcontractor will, within ten (10) days of receipt of such notice, re-perform such portion of the Subcontract Work. If re-performance is impractical, Subcontractor will, within ten (10) days of receipt of such notice, refund the amount of compensation paid to Subcontractor for such portion of the Services. Notwithstanding the foregoing, if Contractor's contract with its Client requires a different warranty or standard of care for the work then such warranty or standard of care is incorporated into this Subcontract Agreement. The above standard of care is not exclusive and shall be in addition to all other warranties and remedies, expressed or implied, available to Client and Contractor in law or equity.

COMPLIANCE – Subcontractor warrants that it understands the current known hazards which are presented to persons, property and the environment in performing the Subcontract Work and has developed the requisite expertise and training programs for undertaking such work. Subcontractor further warrants that Subcontractor and its Subcontractors shall perform all services hereunder in a safe manner and in compliance with all applicable federal, state and local laws, rules, regulations and orders. Subcontractor shall notify Contractor within twenty four hours of receipt if it is served with a Notice of Violation of any law, ordinance or regulation which may affect or arise out of the performance of the Subcontract.

Subcontractor agrees to comply with all required equal opportunity and non-discrimination requirements imposed by all applicable federal, state, or local laws. Subcontractor also agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

SUBCONTRACTOR RESPONSIBILITIES –

- A. Subcontractor will provide as part of the Subcontract Amount, all licenses, permits, supervision, labor, materials, tools, equipment, power, fuel, utilities, subcontracted items, and all other services and items necessary for the performance and completion of the Subcontract Work.
- B. Subcontractor shall be responsible for the payment of all taxes covering the services to be performed, including the payment of all applicable taxes covering its employees.
- C. Subcontractor shall prepare and submit for Contractor's approval an estimated progress schedule for the Subcontract Work which shall be in conformance with Contractor's progress schedule. Subcontractor agrees to make any revisions to its progress schedule requested by Contractor so as to conform Subcontractor's progress schedule to Contractor's progress schedule.
- D. Subcontractor shall at all times confine Subcontractor's operations and personnel to the designated work area, limit damage and disruption as much as possible in the work areas and access routes, and keep the premises free from the accumulation of debris and rubbish that may result from the Subcontract Work. Subcontractor shall take necessary precautions to properly safeguard and support existing structures and utilities in and around the work area so as to prevent any damage or interruption to their use and operation. Subcontractor shall be responsible for

replacing, repairing and restoring any structures or utilities damaged or destroyed during the performance of the Subcontract Work.

- E. At the completion of the Subcontract Work, Subcontractor shall remove all of its tools, vehicles, equipment, machinery, surplus materials, debris and rubbish from and around the premises and restore the area to its original condition except for alterations or modifications which are part of the Subcontract Work.
- F. Subcontractor is solely responsible for the safety and health of Subcontractor's employees and lower tier Subcontractors. Subcontractor shall take necessary precautions for the safety of its employees. Subcontractor shall erect and properly maintain, as required by the conditions and progress of the Subcontract Work, all necessary safeguards for the protection of its employees and others exposed to hazards caused by Subcontractor's work. **If Subcontractor is performing drilling services as part of the Subcontract Work, Subcontractor agrees to comply with the National Drilling Association's Drilling Safety Guide. Subcontractor may obtain a copy of the Guide, at no cost, by submitting a request at www.smeinc.com/drilling-safety.**
- G. Subcontractor shall keep such full and detailed records as may be necessary to reflect Subcontractor's performance of the Subcontract. All documents regarding this Subcontract will be available to Contractor for review and inspection and copying for a period of three (3) years after the Subcontract Work has been completed or longer where required by law or the Client. Contractor agrees to pay Subcontractor any and all reasonable charges which Subcontractor may incur for additional copies, reproduction, and shipping costs should Contractor request copies of such records.

INSURANCE - Subcontractor shall maintain at its expense and shall require all of its subcontractors to maintain, during the term of this Subcontract, the minimum insurance coverages as listed on Addendum A, attached hereto and incorporated herein by this reference. The maintenance of the insurance required by this Subcontract Agreement shall not relieve or decrease the liability of the Subcontractor.

CHANGES TO THE WORK – Contractor may at any time make changes in, additions to or deletions from the Subcontract Work by issuing a written Change Order. If any such Change Order significantly increases or decreases the time required for the performance of the Subcontract Work, an adjustment shall be made in the Period Of Performance and completion date. If such Change Order significantly increases or decreases the amount of Subcontract Work to be performed then an adjustment shall be made in the Not to Exceed Subcontract Amount. Adjustments in the Subcontract Period Of Performance or Subcontract Amount shall be established by the Contractor and the Subcontractor before the Change Order is issued and then included in the Change Order.

Subcontractor shall not make any change in the Subcontract Work unless directed to by Contractor, in a written Change Order to this Subcontract Agreement signed by Contractor and Subcontractor. In the event Subcontractor makes a change in the Subcontract Work without first receiving a signed Change Order, the Subcontractor shall neither have nor make any claim for an adjustment in the Period Of Performance or Subcontract Amount. In the event Subcontractor makes a change in the Subcontract Work without first receiving a signed Change Order, the Subcontractor shall reperform the changed portion of the Subcontract Work in compliance with the Subcontract without cost to the Contractor and Client.

The term "Change Order" as used herein is a written change to this Subcontract issued by Contractor, and signed by Contractor and Subcontractor directing a change in the Subcontract Work and, where required by this Subcontract an adjustment in the Period Of Performance or Not to Exceed Subcontract Amount.

CHANGED CONDITIONS – Should conditions be encountered in the performance of the Subcontract Work which Subcontractor has reason to believe are in variance with the conditions indicated in the Subcontract and differing materially from those ordinarily encountered and generally recognized as inherent in the Subcontract Work, hereinafter called Changed Conditions, the Subcontractor shall, prior to disturbing such Changed Conditions, give written notice to Contractor of such Changed Conditions. Upon receipt of Subcontractor's notice of Changed Conditions, Contractor will notify the Client. Contractor and Client shall determine if the conditions encountered are Changed Conditions and how the Changed Conditions will affect the Project. Following such determination, Contractor will notify Subcontractor of how to proceed with the Subcontract performance. Subcontractor's sole remedy for such changed conditions shall be limited to the relief provided by Contractor's Contract with Client. If Contractor's Contract with Client provides inadequate or no relief for Changed Conditions then Subcontractor specifically agrees that Subcontractor has assumed the risk that such relief will be inadequate or not existent. Subcontractor specifically agrees that a specific but unidentified amount has been added to the Subcontract Amount as consideration for Subcontractor assuming this risk.

FORCE MAJEURE: Subcontractor shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Subcontractor Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material for the Subcontract Work. In the event that such acts or events occur, it is agreed that Subcontractor shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.

CONFIDENTIALITY – Subcontractor (including Subcontractor's employees, officers, agents and directors) agrees to keep confidential and not to disclose to any person or entity, other than the Subcontractor's employees, subconsultants and the Contractor and Client, if appropriate, any data or information related to the Project or Client, not previously known to and generated by the Subcontractor. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the Subcontractor from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Subcontractor to defend itself from any legal action or claim.

INDEMNIFICATION – Subcontractor agrees to indemnify Client, Contractor and its employees from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Client, Contractor, its employees may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Subcontractor's negligence or willful misconduct. Contractor agrees to indemnify Subcontractor from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Subcontractor may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Contractor's negligence or willful misconduct. Subcontractor and Contractor shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify each other in proportion to their relative degree of fault.

PATENTS – Subcontractor shall, at its own expense, defend any suit or proceeding brought against Contractor or Client based on or relating to any allegation that any Subcontract Work or any equipment, processes or procedures used on or incorporated in this Project by Subcontractor, constitutes an infringement of any ownership right or any patent and Subcontractor shall pay all damages and costs including costs of settlement and attorney fees in any suit or proceeding so defended.

ASSIGNMENT, DELEGATION AND SUBCONTRACT – Subcontractor may not assign, delegate or subcontract any portion of this Subcontract Work without the prior, written consent of Contractor. Any assignment, delegation or subcontracting by Subcontractor with Contractor's consent, shall not operate to relieve Subcontractor of performing that portion of the Subcontract in compliance with the Subcontract and shall provide for and require protections as to Contractor and levels of Subcontract Work performance at least equal to those provided for in this Subcontract.

TERMINATION FOR DEFAULT – If Subcontractor fails to commence performance of the Subcontract within the specified time, or to prosecute said Subcontract continuously with sufficient labor and equipment to complete the Subcontract Work within the Period Of Performance, or to perform in a safe manner, or to perform said work according to the provisions of this Subcontract, or if for any other cause or reason whatsoever Subcontractor shall fail to perform this Subcontract in an acceptable manner, Contractor may elect to give notice in writing of default, specifying the default. Upon Contractor's notice, if Subcontractor within a period of seventy-two (72) hours after receipt of such notice, shall not cure its default then Contractor shall have full power and authority, without process of law and without violating this Subcontract, to eject Subcontractor from the site of the Subcontract Work and complete the Subcontract Work with Contractor's own forces, or contract with other parties for its completion, or use such other measures as in Contractor's opinion are necessary for its completion, including the use of the equipment, plant, and other property of Subcontractor on the Project. Neither by the taking over of the Subcontract Work nor by its completion in accordance with the terms of this provision shall Contractor forfeit its right to recover damages, including reasonable attorney fees, from Subcontractor or from Subcontractor's surety for failure to complete or for delay in such completion. Should the expense incurred by Contractor in taking over and completing the work including administrative and delay costs, be less than the sum that would become payable under this Subcontract if said work had been completed by Subcontractor, then Subcontractor shall be entitled to one-half the difference; should such expense exceed the sum that would become payable under this Subcontract, then Subcontractor and Subcontractor's surety shall be liable to Contractor for the amount of such excess. Upon the taking over of the work by Contractor as herein provided for, no further payment will be made to Subcontractor until the work is completed, and any monies due or that may

become due Subcontractor under this Contract will be withheld and may be applied by Contractor to payments of labor, materials, supplies, and equipment used in the prosecution of the work, to the payment of rental charges on equipment used herein, and to the payment of any excess costs to Contractor of completing the work. An improper termination for default shall be considered a Termination For Convenience.

TERMINATION FOR CONVENIENCE – Upon 24 hours written notice to Subcontractor, this Subcontract may be Terminated For Convenience by Contractor, with or without cause and at Contractor’s sole discretion. Upon a Termination For Convenience, Subcontractor shall have no further claims against Contractor provided that Contractor shall pay Subcontractor for all work performed up to the date of termination. Upon payment for all Subcontract Work performed up to the date of termination pursuant to a Termination For Convenience, Subcontractor shall have no further claim for damages including anticipated profit and the contract will be deemed completed as of the date of the Termination For Convenience as if the Subcontract Work included only that work completed to the Date of the Termination For Convenience.

If the Termination For Convenience of Subcontractor is due to Client's Termination For Convenience of Contractor, then Contractor will pursue on behalf of Contractor and Subcontractor the compensation available under Contractor's Contract with the Client. In such case, Subcontractor's recovery for the Termination For Convenience will be limited to whatever compensation Contractor receives from Client on Subcontractor's behalf. Subcontractor agrees to cooperate fully in Contractor's efforts to pursue any claims allowed including providing any necessary documentation and cost records.

DISPUTE RESOLUTION –Other than with respect to payment of invoices, in the event of a dispute between Subcontractor and Contractor with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar dispute resolution organization if the parties expressly agree. Except for collection actions by Subcontractor, mediation in good faith shall be a condition precedent to the institution of litigation by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar dispute resolution organization, the parties agree to commence such mediation within thirty (30) days of the filing of the request and complete within ninety (90) days of filing. The costs of such mediation shall be borne equally by both Parties. If the dispute is not resolved pursuant to the mediation, or within ninety (90) days of filing, then the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.

NO WAIVER - No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

MISCELLANEOUS – This Subcontract shall be governed by the laws of the state where the project is located. The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings or conditions otherwise than as expressly set forth herein. This Subcontract Agreement shall be interpreted without regard to any presumption against the party that is responsible for its drafting and in an even-handed manner rather than against the drafting party. Any provision of this Subcontract Agreement which by its nature is intended to survive expiration, termination or cancellation shall so survive. If any part of this Subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.

Executed by Contractor's and Subcontractor's authorized representatives effective on the date first written above.	
S&ME Job Number: _____	
Contractor: S&ME, Inc.	Subcontractor: _____
BY: _____ (Signature)	BY: _____ (Signature)
_____ (Print Name / Title)	_____ (Print Name / Title)
DATE: _____	DATE: _____
<u>Subcontractor's FAXED or DIGITAL signature to be treated as original signature.</u>	

S&ME, INC.
SUBCONTRACTOR INSURANCE REQUIREMENTS

SUBCONTRACTOR SHALL CARRY AT IT'S EXPENSE AND SHALL REQUIRE ALL OF IT'S SUBCONTRACTORS TO CARRY, DURING THE TERM OF THIS SUBCONTRACT, THE MINIMUM INSURANCE COVERAGES SET FORTH BELOW:

TYPE	LIMITS	
Workers Compensation & Employers Liability	Statutory	
	Each Accident	\$100,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$100,000
<ul style="list-style-type: none"> • Workers Compensation Policy shall be endorsed to waive the rights of subrogation against contractor and it's officers and employees. Form WC 00 03 13 should be attached to policy. 		
Commercial General Liability	Each Occurrence	\$1,000,000
	Per Project Aggregate	\$2,000,000
<ul style="list-style-type: none"> • Commercial General Liability Policy shall be written on an occurrence form covering premises-operations, products-completed operations, personal injury and contractual; with no exclusion for liability arising from explosion, collapse or underground property damage. There shall be no exclusions attached for work on residential projects. Policy shall be endorsed to name S&ME, Inc. and their client as additional insureds with respect to liability arising from subcontractor's ongoing and completed operations. Forms shall be equivalent to ISO forms CG2010(07/04) and CG2037(07/04). 		
Automobile Liability	Each Occurrence	\$1,000,000
<ul style="list-style-type: none"> • Auto Policy shall cover all owned, hired or non-owned vehicles. 		
Umbrella Liability	Each Occurrence	\$1,000,000
Professional Liability (When Requested or Required)	Per Claim	\$1,000,000
Pollution Liability (When Requested or Required)	Per Claim	\$1,000,000

All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state where services are to be performed. An A M Best rating of at least A- VI shall be required. Subcontractor shall present a certificate of insurance in proper form prior to starting performance of the subcontract, confirming compliance with the above requirements.

Compliance with the above requirements shall in no way limit or restrict subcontractors obligations under any indemnity agreements in this subcontract.