

Exhibit B

ATLANTIC RICHFIELD

WATER TOWER

CONTRACTOR INSURANCE REQUIREMENTS

The contractor retained for the Water Tower removal, restoration, and reconstruction under Section 4.7 of the Consent Decree (hereinafter together with its affiliates "CONTRACTOR") shall procure or cause to be procured and shall maintain in effect with respect to and for the duration of the Water Tower removal, restoration, and reconstruction project ("PROJECT") the insurance policies described below. All premiums shall be for the sole account of CONTRACTOR.

1. Commercial General Liability Insurance

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial excess/umbrella insurance, with a minimum limit of Five Million Dollars (US\$5,000,000) each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the PROJECT.

- (a) CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent CONTRACTORS, products-completed operations, personal injury and advertising injury, and contractual liability coverage.
- (b) When WORK is performed on, over, or in close proximity to navigable waters or vessels or in any way involve maritime workers, any exclusion for non-owned watercraft up to fifty (50) feet shall be deleted.

2. Commercial Auto Liability Insurance

CONTRACTOR shall maintain business auto liability and, if necessary, commercial excess/umbrella liability insurance with a minimum limit of One Million Dollars (US\$1,000,000) each accident.

- (a) Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- (b) Commercial auto coverage shall be written on ISO form CA 00 01 (Business Auto), CA 00 05 (Garage), CA 00 12 (Trucker's), CA 00 20 (Motor Carrier), (or a substitute form providing equivalent liability coverage), as applicable. If necessary, the policy shall include contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- (c) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

3. Workers' Compensation and Employer's Liability Insurance

CONTRACTOR shall maintain employer's liability insurance and workers' compensation that complies with the legal requirements of each state in which the PROJECT is to be performed.

- (a) The employer's liability, and, if necessary, excess/umbrella liability insurance shall have minimum limits of Two Million Dollars (US\$2,000,000) each accident, Two Million Dollars (US\$2,000,000) each employee for disease, and Ten Million Dollars (US\$10,000,000) for disease, aggregate.
- (b) If any WORK to be performed under the CONTRACT shall be on, over, or in close proximity to navigable waters or vessels, or in any way involve maritime workers, the U.S. Longshore and Harbor Workers Compensation Act endorsement shall be attached to the policy.
- (c) If any WORK to be performed under the CONTRACT shall involve maritime workers or vessels, the Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy.

4. Protection and Indemnity Insurance

- (a) When CONTRACTOR or its Subcontractors provide owned, chartered, hired, leased, operated, or non-owned vessels larger than 51 feet, in performing the PROJECT, CONTRACTOR shall maintain or cause to be maintained protection and indemnity ("P&I") insurance on all such vessels with an overall minimum limit of Five Million Dollars (US\$5,000,000) or the declared value of the vessel whichever is the higher, including coverage for collision and tower's liability, third party bodily injury and property damage liability, and pollution liability.
- (b) With any regard to all primary and excess P&I insurance, Atlantic Richfield Company and AERL LLC (hereinafter collectively and together with their affiliates "COMPANY") shall have no liability for calls or premium assessments due from the first Named Insured. In addition, all primary and excess P&I insurance shall, to the extent of the risks and liabilities assumed by CONTRACTOR, be endorsed (i) to provide full coverage to COMPANY as additional insured without limiting coverage to liability "as owned" of the vessel and to delete any "as owner" Article and any other language purporting to limit coverage to liability of an insured "as owner" of the vessel, and (ii) to delete any language limiting coverage for COMPANY in the event of the applicability of any limitation of liability statute.

5. Cargo Loss, Shortage, or Damage Liability Insurance

CONTRACTOR shall secure and maintain a Cargo Loss, Shortage, or Damage Liability, with minimum limits of One Million Dollars (US\$1,000,000) per occurrence for loss, shortage, or damage.

6 Environmental Liability Insurance

- (a) Site Pollution Liability Insurance

CONTRACTOR shall maintain in force for the duration of the PROJECT site pollution legal liability insurance applicable to third party claims for bodily injury and property damage, including loss of use of the damaged property or of property that has not been physically injured or destroyed; first party clean-up costs; defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution conditions causing loss arising from the PROJECT. Coverage shall be with minimum limits of Five Million Dollars (US\$5,000,000). Such coverage shall include COMPANY as an Insured.

- (b) CONTRACTOR's Pollution Liability Insurance

CONTRACTOR shall maintain in force for the duration of the PROJECT pollution liability insurance (on an occurrence basis) applicable to bodily injury and property damage, including loss of use of the damaged property or of property that has not been physically injured or destroyed; clean-up costs; defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any pollution condition caused loss arising from the CONTRACTOR's covered operations. Coverage shall be with minimum limits of Five Million Dollars (US\$5,000,000). Such coverage shall include COMPANY as an Insured.

7 Professional Liability Insurance

CONTRACTOR shall maintain professional liability (errors and omissions liability insurance) coverage with minimum limits of Five Million Dollars (US\$5,000,000) per claim. If such coverage is on a "claims made" basis rather than "occurrence" basis, such coverage shall be maintained for at least three (3) years after the expiration or termination of the PROJECT, whichever is later. Any applicable retroactive date must be no later than the start of the work on the PROJECT.

8. General Insurance Provisions

(a) Waiver of Subrogation

All insurance policies of CONTRACTOR in any way related to, or providing any coverage in connection with the WORK (except worker's compensation coverage) shall be endorsed to waive all rights of subrogation against the COMPANY.

(b) Additional Insured

All insurance policies of CONTRACTOR in any way related to, or providing any coverage in connection with the PROJECT (except worker's compensation and professional liability coverage), shall, to the extent of the risks and liabilities assumed by CONTRACTOR, be endorsed to name COMPANY as an additional insured on a broad form endorsement.

(c) Primary and Non-Contributory

All insurance policies of CONTRACTOR in any way related to or providing any coverage in connection with the PROJECT shall, to the extent of the risks and liabilities assumed by CONTRACTOR, be primary as respects any other policies held by COMPANY or any other policies providing any coverage in favor of the COMPANY. The coverage afforded COMPANY under such policies shall delete any excess clause or co-insurance clause that requires sharing or renders any insurance in favor of COMPANY as primary. Such policies shall afford primary coverage to COMPANY without any contributions or reimbursement, in whole or in part, by any insurance, or self-insured retention or account maintained by or in favor of COMPANY.

(d) Deductible

Reasonable deductibles and self-insured retention(s) for the policies required are permitted, with CONTRACTOR bearing the sole expense of those deductibles.

(e) Insurer Security

All insurance required of CONTRACTOR shall be placed with insurers maintaining a minimum rating of A-VII by the A.M. Best Company or A by Standard & Poor's.

(f) Adequacy of Coverage

By requiring the insurance as set out herein. COMPANY does not represent that coverage and limits shall necessarily be adequate to protect CONTRACTOR.

(g) Collateral Source Recovery

CONTRACTOR waives all rights of recovery against COMPANY for any and all proceeds that CONTRACTOR recovers from a third party, including, but not limited to, insurance proceeds, to satisfy a claim or loss.

9. Evidence of Insurance

- (a) Within ten (10) DAYS of receipt of a written request of COMPANY, CONTRACTOR shall furnish evidence of insurance satisfactory to COMPANY, executed by a duly authorized representative of each insurer, evidencing compliance with the insurance requirements herein.
- (b) Upon written request of COMPANY, CONTRACTOR shall provide certified copies of all insurance policies required herein.

10. Subcontractor's Insurance

CONTRACTOR shall cause each Subcontractor employed by CONTRACTOR to purchase and maintain policies of insurance as described above. Such insurance shall also comply with the General Insurance Provisions above. Any deficiencies in insurance coverage of any Subcontractor shall be the responsibility of CONTRACTOR.