

EXHIBIT A – ALASKA SPECIFIC REMOTE SITE REQUIREMENTS

Table of Contents

- 1. Definitions**
- 2. General Provisions**
- 3. Company Furnished Services**
- 4. Required Use of Company Logistical Services**
- 5. Emergency Medical Treatment and Air Evacuation Services**
- 6. North Slope Specific Provisions**
- 7. Alpine Specific Provisions**
- 8. Provisions for Remote Sites Outside the North Slope**
- 9. Participation in Responder Activities**

1. DEFINITIONS

- 1.1 **'Remote Site'** shall mean all any Site in Alaska that is outside Anchorage or Fairbanks.
- 1.2 Capitalized terms not otherwise defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

2. GENERAL PROVISIONS

- 2.1 **Applicability.** The terms and conditions set out in this Exhibit apply to all Work performed at Remote Sites. Contractor shall comply, and cause all members of the Contractor Group to comply, with the terms and conditions of this Exhibit while performing Work at a Remote Site in connection with the Agreement or any Call-Off Order.
- 2.2 **Work Shifts.** Contractor personnel shall perform Work at Remote Sites in accordance with the work shifts and rotation schedules agreed upon by Company and Contractor.
- 2.3 **Time Sheets.** Contractor shall utilize standard form time sheets approved by Company to account for all labor hours and equipment utilization for fixed price and cost plus Work. Each time sheet shall identify the Call-Off Order. When issued, completed field service tickets shall be submitted to Company either daily, or upon completion of the Work. If required by the Call-Off Order, time sheets shall also be submitted with Contractor's invoices to substantiate all labor hours invoiced.
- 2.4 **Site Inspection.** Before starting Work, Contractor shall make a thorough inspection of the Worksite and its surroundings so that it may be familiar with all conditions relative to the Work, including, but not limited to, structures, equipment, water, excavated material, and fill.
- 2.5 **Worksite Access.** Contractor shall comply with all Company Alaska Safety Handbook (ASH) requirements to barricade the Worksite and take all reasonable measures to prevent unauthorized persons from entering the Worksite, including, but not limited to, guests, spouses, and/or children of authorized persons.
- 2.6 **Road Use.** Contractor shall use only established roadways or construct and use only such temporary roadways as may be authorized by Company. Where materials are transported in the prosecution of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by Company or any Applicable Law. Any damage to roadways or tundra resulting from Contractor's failure to adhere to the requirements of this paragraph shall be promptly repaired by Contractor at its own expense and to the satisfaction of Company.
- 2.7 **Temporary Facilities.** Contractor shall not erect temporary facilities, including, but not limited to, storage sheds, shops, or offices, on Company property, except with written approval of Company. Removal and disposition of temporary facilities shall be the responsibility of Contractor as approved by Company.
- 2.8 **Use of Company Property.** Contractor shall confine all Work (including storage of materials) on Company property to areas authorized or approved by Company.
- 2.9 **Laying Out.** Contractor shall bring any questions or concerns regarding layout and locating Work to Company attention immediately. Contractor shall verify all dimensions on drawings before proceeding. Figured dimensions take precedent to scaling. Contractor shall immediately report to Company any discrepancies between drawings and specifications and site conditions and errors or omissions in drawings and specifications, and Company's decision

shall govern. Contractor's failure to follow these procedures shall be at its own risk and expense.

2.10 **Fire and Smoking.** Contractor shall comply with Company policies pertaining to smoking, ignition sources, and open flames. Contractor's violation of Company's policies may constitute cause to remove offenders from Company's property.

2.11 **Cleaning Up.** Contractor shall keep the Worksite free at all times from accumulation of water, material, or rubbish resulting from Work. Upon completion of Work, Contractor shall thoroughly clean the Work areas and remove all rubbish and waste to the satisfaction of Company. Contractor shall manage any water accumulation in conformance with site-specific Company policies, including, but not limited to, storm water management policies.

2.12 **Alaska Hire Statistics.** Upon completion of all Work required by a Call-Off Order or upon termination or expiration of the Agreement, whichever occurs first, Contractor shall provide, upon request, to Company, within thirty (30) working days, statistics documenting the percentage of Contractor's total man-hours expended hereunder by Alaskan residents. Company or a third party designated by Company may audit the statistics. Company may make the audit and/or the statistics available to a third party, including the general public.

3. COMPANY FURNISHED SERVICES

3.1 Company will provide the following services for Contractor personnel engaged in performance of Work at Remote Sites:

- 3.1.1 Firefighting-equipped trucks and personnel (North Slope only);
- 3.1.2 Ambulance service (North Slope only);
- 3.1.3 Medical personnel for first aid and treatment of minor medical problems;
- 3.1.4 Use of existing access roads between permanent facilities;
- 3.1.5 Snow and ice removal and other road maintenance for access roads normally used for Company operations between permanent facilities, Worksites, and other locations utilized in support of Work. Contractor shall be responsible for all other required snow and ice removal.
- 3.1.6 Guidance on developing and implementing a waste management plan for the Work. However, Contractor shall be solely responsible for all costs it incurs developing and implementing its waste management plan;
- 3.1.7 Surveying services; and
- 3.1.8 Non-destructive examination ('**NDE**') services. A third-party NDE contractor will be available, as required and as directed by Company. Contractor shall schedule Work and locate welds to be x-rayed so that NDE manpower requirements will be minimized. Contractor shall provide a written projection of weld x-ray requirements to Company at least five (5) days in advance of such need.

3.2 If Company cannot furnish the services specified in Section 3.1 above, Contractor shall furnish such services as required and Company shall compensate Contractor as set forth in the Call-Off Order, or if not set forth therein, at rates mutually agreed in advance by Company and Contractor.

4. REQUIRED USE OF COMPANY LOGISTICAL SERVICES

- 4.1 When it is determined by Company to be in Company's best interest, Contractor agrees to utilize the services of Company's Logistics Department to transport project related materials, supplies, and equipment, including truckable modules, to Company-designated locations. Said locations may include, but are not necessarily limited to, Contractor's fabrication site or Company's North Slope installation site.
- 4.2 In the event Company transportation is utilized, Company will, at its sole discretion:
 - 4.2.1 Arrange, utilizing its preferred carrier network, for the routing, shipment, and off-loading of project materials, supplies, and equipment, including truckable modules, from point of origin to final destination; and
 - 4.2.2 Pay all applicable freight invoices.

5. EMERGENCY MEDICAL TREATMENT AND AIR EVACUATION SERVICES

- 5.1 At Contractor Representative's request, or if deemed necessary by Company medical personnel, Company may arrange, on Contractor's behalf, emergency diagnosis, treatment, and medical air evacuation services ('MedEvac') for injured or ill Contractor personnel.
- 5.2 Contractor shall pay for all MedEvac expenses, including reimbursement to Company of any expenses paid by Company for MedEvac of Contractor's personnel. However, if regularly scheduled Company aircraft are utilized, the use of such aircraft shall be at no cost to Contractor.
- 5.3 Company assumes no responsibility or liability for the availability, timeliness, quality or effectiveness of any emergency medical care or MedEvac rendered for or on behalf of any personnel or Invitees of any member of Contractor Group or for Company's inability to provide medical care or medical evacuation in a timely manner. Contractor shall Indemnify Company with respect to any Claims resulting from the medical care or MedEvac provided to personnel or Invitees of any of the members of Contractor Group, or from a failure by Company to provide such medical care or MedEvac.

6. NORTH SLOPE SPECIFIC PROVISIONS

- 6.1 **Air Transportation.** For Contractor personnel performing Work at North Slope locations, Company will provide air transportation for personnel and up to 100 pounds of personal effects and tools per person, with a limit of 50 pounds per container, between Anchorage, or other Alaska locations designated by Company, and Colville River Unit/Greater Moose's Tooth Unit ('Alpine') or Kuparuk River Unit ('Kuparuk'), as required for the performance of Work. However, Company will not provide air transportation for the following Contractor personnel:
 - 6.1.1 personnel not directly assigned to the Work and whose time is not billable under the applicable Call-Off Order; or
 - 6.1.2 personnel available for Work at the North Slope without need of air transportation.
- 6.2 **Reservations.** Contractor shall be responsible for flight reservations and completion of Company flight reservation forms.
- 6.3 **Non-Scheduled Transportation.** It is Contractor's responsibility to provide air transportation for Contractor personnel not on their regular rotation schedule. Company will endeavor to accommodate Contractor's non-schedule (e.g., not-regular-rotation, emergency situations, etc.) air transportation needs between Anchorage and North Slope locations on a space available basis using the Company-operated aircraft. However, if space on the Company-

operated aircraft is not available, or if the Company-operated aircraft itself is not available, and Contractor utilizes other means of transportation, (i.e., commercial airlines), Company will not reimburse Contractor for such means of transportation.

- 6.4 **Commercial Air Transportation.** In the event Company-furnished air transportation is not available or appropriate, and with prior Company approval, Contractor may utilize commercial air transportation and Company will compensate Contractor in accordance with the applicable Call-Off Order.
- 6.5 **Helicopter Safety.** If Contractor personnel utilize helicopter transportation, Contractor is responsible for providing its personnel with appropriate safety training for offshore helicopter operations and survival training.
- 6.6 **Ground Transportation.** For Contractor's personnel utilizing Company approved commercial air transportation to or from Deadhorse, Company will provide ground or air transportation between Deadhorse and Kuparuk or Alpine, as available.
- 6.7 **Meals and Lodging**
 - 6.7.1 For Contractor's personnel assigned to the North Slope, Company will provide meals and lodging at Alpine, Kuparuk, or Deadhorse, Alaska, as required for performance of Work.
 - 6.7.2 Contractor is solely responsible for billeting reservations and for completion of Company billeting forms.
 - 6.7.3 Storage space for personal effects is limited to available, shared, in-room space. Personnel may store personal effects in a room only while the occupant is on location performing Work. Personnel must remove personal effects when individuals 'change out' or leave the North Slope for any reason. Company is not liable for loss of or damage to personal effects stored or left on Company premises.
 - 6.7.4 In the event Company-furnished meals and lodging are not available, with prior Company approval, Contractor may utilize commercial accommodations and Company shall compensate Contractor as set forth in the applicable Call-Off Order.

7. ALPINE SPECIFIC PROVISIONS

- 7.1 **Contracting and Kuukpik Shareholder Hire.** Company and Kuukpik Corporation (Alpine surface land owners) have entered into an agreement that places specific contracting requirements for operations conducted anywhere in the Kuukpik withdrawal area (Kuukpik Withdrawal Area, a map of which will be provided to Contractor upon request). With respect to any Work performed in the Kuukpik Withdrawal Area, Contractor agrees to comply with all such requirements as provided in this Section 7.
- 7.2 **Proposals and Bids for Subcontractors.** Contractor shall make its best efforts to invite Kuukpik Corporation (Kuukpik), any affiliate of Kuukpik, or any other entity designated by Kuukpik that hires a significant number of Kuukpik shareholders (Kuukpik Contractors), to make proposals or bids on all contracts that are the type of work that Kuukpik has previously notified Company it is interested in performing. Kuukpik or Kuukpik Contractors shall receive the strongest consideration of such contract to be performed by Contractor, if Kuukpik's proposal or bid is competitive. Company and Contractor shall ensure that Kuukpik or Kuukpik Contractors are provided with a meaningful opportunity to respond to requests for proposal or otherwise bid or propose terms, prices, and/or rates on all contracts of the types of work that Kuukpik has previously notified Company and Kuukpik or any Kuukpik Contractor are interested in performing. Kuukpik's designation of an affiliate designated by Kuukpik in the areas specified in this Section 7 may be revoked by Kuukpik at any time by a written notification

that such affiliate or entity shall no longer, as of a specified date, be considered a Kuukpik Contractor for purposes of this Section 7; provided that such notification shall have no effect as to contracts previously awarded or executed.

7.3 **Existing Kuukpik Contractors and Areas.** Kuukpik has notified Company that Kuukpik or a Kuukpik Contractor is interested in obtaining oilfield support services contracts or other contracts in connection with exploration, development, production, transportation, and removal of oil and gas for the performance of the following types of work:

- 7.3.1 Camp facilities;
- 7.3.2 Catering and camp operations;
- 7.3.3 Freight hauling and transportation logistics, including air freight;
- 7.3.4 Civil construction (including bridge construction, gravel and dirt work);
- 7.3.5 Gravel supply;
- 7.3.6 Oilfield security services;
- 7.3.7 Oilfield communications services;
- 7.3.8 Engineering;
- 7.3.9 Surveying and architectural services;
- 7.3.10 Drilling (including associated drilling services such as downhole testing, workovers, and ball mill operations);
- 7.3.11 Oilfield construction services;
- 7.3.12 Oilfield support services; and
- 7.3.13 Geophysical and seismic services.

7.4 **Awarding Subcontracts.** If a response to a request for proposal or bid or proposal by Kuukpik or a Kuukpik Contractor for any subcontract within the scope of this Section 7 is deemed by Company and Contractor, in its reasonable discretion, to be competitive with all other responses or bids received, Kuukpik or the designated affiliate shall be awarded the subcontract.

7.5 **Definition of Competitive.** For the purposes of this Section 7 'competitive' shall mean that the Kuukpik or a Kuukpik Contractor must submit a competitive price or cost for the contracted work, and must demonstrate that it has the applicable resources, qualifications, and experience to perform the contracted work to Company's and Contractor's reasonable satisfaction in accordance with good and acceptable oilfield practices.

7.6 **De-Briefing.** In any instance where Kuukpik or a Kuukpik Contractor makes an unsuccessful proposal or bid for a contract within the scope of this Section 7, an appropriate representative of Contractor shall, at the request of Kuukpik, meet with a representative or representatives of Kuukpik to explain the basis on which Contractor determined that such unsuccessful proposal or bid was not competitive; provided, however, that Company will not disclose to Kuukpik or its representatives any information proprietary to other contractors or the disclosure of which is prohibited by law. At the request of Company, Company may participate in the de-briefing.

7.7 **Shareholder Hire.** Where feasible, Contractor shall hire, train, and retain (a) Kuukpik shareholders and their immediate family members; and (b) permanent Nuiqsut residents for work hereunder that occurs in the Kuukpik Withdrawal Area, including Alpine projects and operations. Contractor shall cooperate in good faith with Company and Kuukpik to comply with such requirements and shall utilize all reasonable means to meet these requirements.

Contractor will notify ConocoPhillips Village Outreach when positions are available in the Alpine area for posting in Nuiqsut. When required by Company, Contractor shall provide Company with a statistical report, documenting the hiring, training, and retention of Kuukpik shareholders and their immediate family members and permanent Nuiqsut residents for Work hereunder.

7.8 **Application.** The terms of this Section 7 shall apply to any and all contracts entered into by Company and Contractor for any and all exploration, development, production, transportation, and/or removal operations in connection with oil and gas, oilfield support services, or other Work under this Agreement, without regard to whether said contracts or work shall be awarded by competitive bid, proposals, negotiation, sole sourcing, and international model alliance, any other type of alliance, or any other form of contract award procedures.

8. PROVISIONS FOR REMOTE SITES OUTSIDE THE NORTH SLOPE

8.1 **Air Transportation.**

- 8.1.1 For Contractor personnel performing Work at a Remote Site that is outside the North Slope, Company may, at its sole option, provide transportation between Anchorage, or other locations designated by Company, and locations in the proximity of the Worksite.
- 8.1.2 In the event Company-furnished air transportation is not available or appropriate, and with prior Company approval, Contractor may utilize commercial air transportation and Company shall compensate Contractor in accordance with the applicable Call-Off Order.

8.2 **Meals and Lodging.**

- 8.2.1 For Contractor personnel performing Work at a Remote Site that is outside the North Slope, Company may, at its sole option, provide meals and lodging, as required for the performance of Work.
- 8.2.2 In the event Company-furnished meals and lodging are not available, with prior Company approval, Contractor may utilize commercial accommodations and Company shall compensate Contractor as set forth in the applicable Call-Off Order.

8.3 In the event that any ambiguity or inconsistency exists between the application of this Paragraph 9 and the provisions in Paragraphs 6, 7, or 8, Company shall issue a binding decision as to which Paragraph applies.

9. PARTICIPATION IN RESPONDER ACTIVITIES

9.1 **Responders.** Subject to the requirements set forth in this Paragraph 9, Contractor and Company may execute a Call-Off Order that permits Contractor's employees to participate in Company's fire department, spill response, or other similar activities, including drills and training ('Responder Work').

9.2 **No Obligation.** Contractor is not obligated to enter into a Call-Off Order for the provision of Responder Work. Contractor is not obligated to allow its employees to perform any Responder Work.

9.3 **Call-Off Order Required.** Should Contractor desire to perform Responder Work, and have employees willing and able to perform Responder Work, Company and Contractor may execute a Call-Off Order for the Responder Work.

9.4 **Responder Work Call-Off Orders.** A Call-Off Order for Responder Work shall include the following provisions:

- 9.4.1 When an emergency announcement is made, Contractor employees assigned by Contractor to perform Responder Work (a 'Responder') shall secure their assigned Site and immediately report to their assigned response location.
- 9.4.2 Fire department Responders shall respond to fires, explosions, gas/oil releases, chemical discharges, and other, similar emergencies.
- 9.4.3 Medical Team Responders shall respond to medical emergencies.
- 9.4.4 Spill response Responders shall respond to crude oil, refined hydrocarbon and produced water spills, or other hazardous or harmful materials spills for the purpose of initial containment, recovery, disposal, wildlife protection and other associated incidents.

9.5 **Responder Eligibility:**

- 9.5.1 Contractor employees are eligible to perform Responder Work.
- 9.5.2 Only Contractor employees able to leave their assigned Site without jeopardizing ongoing operations and the safety and health of others, including co-workers, will be eligible to perform Responder Work.
- 9.5.3 Fire department Responders must reside at the Kuparuk Operations Center, the Kuparuk Construction Camp or the Alpine Camps.
- 9.5.4 Contractor shall ensure that proposed Responders are eligible, capable, and willing to participate in Responder Work.
- 9.5.5 Because of the special duties involved in performing Responder Work, each Call-Off Order for Responder Work shall contain a detailed work description for each Responder position. Company, in its sole discretion, shall determine whether a proposed Responder meets the requirements of the detailed work description provided in a Call-Off Order. Company shall notify Contractor's Representative whether a certain Contractor employee meets the detailed work description requirements, and is therefore eligible to perform Responder Work.
- 9.5.6 In accordance with Article 9.4 of the Agreement, Company Representative, by written or oral notice to Contractor, may at any time request the removal of a Responder from performing Responder Work.

9.6 **Reporting Relationships for Responder Work:**

- 9.6.1 During Fire Department Responder Work, the Responder will report to the Company's Fire Chief, Assistant Chief, or an Officer of the fire department.
- 9.6.2 During spill response Responder Work, the Responder will report to the designated On Scene Commander or Spill Response Team Leader.
- 9.6.3 During medical response Responder Work, the Responder will report to the designated Lead Medic and/or Company Chief Officer.

9.7 **Training and Drills for Responder Work:**

- 9.7.1 If required by a Call-Off Order, Contractor shall permit Responders to attend Company-provided and Company designated/sponsored Responder training in accordance with Company's schedule.
- 9.7.2 If required by a Call-Off Order, Contractor shall instruct Responders to participate in Company drills (announced and impromptu) for Responder Work.

9.8 **Compensation for Responder Work:**

9.8.1 For Responder Work, Company shall compensate Contractor in accordance with the compensation and payment terms set forth in the Call-Off Order, in accordance with the following provisions:

- a. A Responder's billable salary or wage will not be adjusted or diminished for participation in Responder Work; and
- b. Expenses incurred by Contractor that are directly associated with the Responder's travel and training for Response Work will be reimbursed at cost.

9.8.2 **Safety Reporting for Incidents Relating to Responder Work.** All accidents or occurrences resulting in injuries to Contractor's employees or third parties, including all OSHA-recordable injuries and illness, shall be reported to Company in accordance with the reporting requirements set out in the Exhibit entitled 'Alaska Specific Health, Safety, and Environmental Requirements' attached to the Agreement.