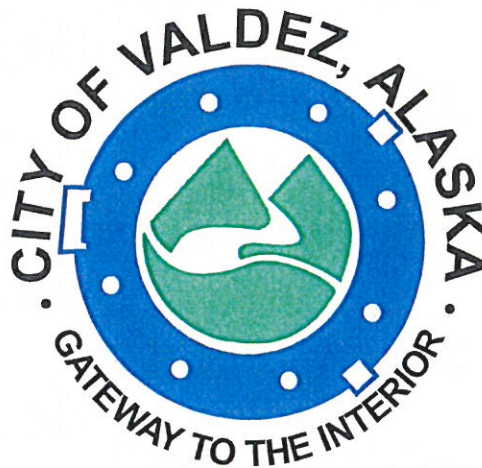


CITY OF VALDEZ
ALASKA

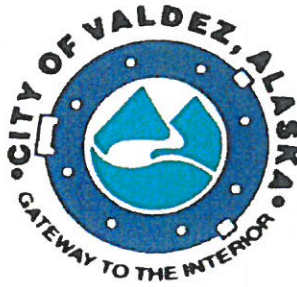
CONTRACT DOCUMENTS

Project: **Fuel Supply**
Contract Number: **1111**
Issued Date: **April 10, 2013**



City of Valdez
Capital Facilities and Engineering
300 Airport Road, Suite 201
P.O. Box 307
Valdez, Alaska 99686

Project Manager:
Linda Fraley



City of Valdez

**REQUEST FOR QUOTES
FUEL SUPPLY CONTRACT
June 1, 2013**

GENERAL

The City of Valdez is seeking quotes from fuel dealers to supply the City's heating fuel, diesel engine fuel and propane supplies for a (3) three year period from June 1, 2013, to May 31, 2016, with an option for an additional (3) three year extension by the City. Products must meet the specifications and requirements described in this RFQ. Quotes must be submitted on the attached form and must specify price for each item. Proposers may quote on individual items in the RFQ, and the City reserves the right to award separate contracts on individual items if the City determines it is in its best interest to do so.

SUBMITTAL

Questions regarding this RFQ should be directed Linda Fraley, at 907-835-5478.

Quotes must be submitted on the attached form and received at the following location/address no later than 2:00 pm local time on Wednesday April 10, 2013.

Capital Facilities Office
Pioneer Field Suite 204
P.O. Box 307
Valdez, AK 99686

Quotes must be submitted in a sealed envelope clearly labeled "Fuel Supply Contract Quote".

PRICING

Quotes shall be provided on the attached quote form for each of the following items defining the amount above OPIS that will be charged from your company. The Differential is to be entered.

For **Heating Fuel #1** (Item 1), proposers must submit the differential price based on the OPIS Anchorage Average Wholesale price for High Sulfur Diesel Fuel #1 from the week ending the previous Sunday, published the previous weeks Thursday's (*OPIS Base Price*). The price paid for fuel by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *OPIS Base Price for High Sulfur Diesel Fuel #1* and the OPIS Anchorage Average Wholesale price for High Sulfur Diesel Fuel #1 two weeks prior to the date of delivery to the City.

For **Ultra Low Sulfur Diesel Fuel #1** (Item 2), proposers must submit the differential price based on the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #1 from the week ending the previous Sunday, published the previous week Thursday's (*OPIS Base Price*). The price paid for fuel by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *OPIS Base Price for Ultra Low Sulfur Diesel Fuel #1* and the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #1 two weeks prior to the date of delivery to the City.

For **Ultra Low Sulfur Diesel Fuel #2** (Item 3), proposers must submit the differential price based on the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #2 from the week ending the previous Sunday, published the previous week Thursday's (*OPIS Base Price*). The price paid for fuel by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *OPIS Base Price for Ultra Low Sulfur Diesel Fuel #2* and the OPIS Anchorage Average Wholesale price for Ultra Low Sulfur Diesel Fuel #1 two weeks prior to the date of delivery to the City.

For **Propane** (Item 4), proposers must submit the differential price based on their Suppliers Delivered Price for propane to proposers tanks the previous week (*OPIS Edmonton Price Index*). The price paid for propane by the City in accordance with the contract resulting from this RFQ will be increased or decreased from the bid price by an amount equal to the difference between the *Suppliers Base Price* for propane and the Suppliers Delivered Price for propane two weeks prior to the date of delivery to the City.

Upon Contract award, the supplier shall provide the City weekly documentation for the price charged for Items 1 through 4, showing how the current price for products is calculated from the appropriate reference price and including OPIS or Supplier postings as back up.

PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM 1: Heating Fuel #1

Heating Oil shall be grade #1 and meet the commercial grade and quality standards for #1 heating oil properly treated for local climate conditions. Heating oil must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis.

ITEM 2 Ultra Low Diesel Fuel #1

Fuel shall be Ultra Low Sulfur Diesel Fuel #1 and meet the ASTM Industry Standards for Ultra Low Sulfur Diesel Fuel #1 with a sulfur content of 15 ppm or less. Fuel must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis.

ITEM 3 Ultra Low Diesel Fuel #2

Fuel shall be Ultra Low Sulfur Diesel Fuel #1 and meet the ASTM Industry Standards for Ultra Low Sulfur Diesel Fuel #2 with a sulfur content of 15 ppm or less. Fuel must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis.

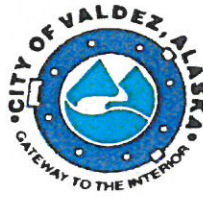
ITEM 4: Propane

Propane shall meet the commercial grade and quality standards for propane properly treated for local climate conditions. Propane must be delivered to the City facilities listed on the bid form attached on a “keep full” and “will call/as needed” basis.

CONTRACT

A contract is expected to be executed within one week following the RFQ. Before award the Supplier will be required to furnish the City with:

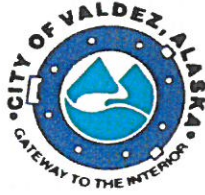
1. Certificates of Insurance
2. Copy of the Supplier's SPPC Plan
3. Business License



Fuel Quotes
Fuel Supply Contract
Contract Number: 13-1111

<u>Item No.</u>	<u>Item Description</u>	<u>Estimated Yearly Usage</u>	<u>Unit</u>	<u>Differential Price</u>	
1	Heating Fuel #1	164,000	Gal	0	
2	MV ULSD #1	80,000	Gal	0	
3	MV ULSD #2	4,000	Gal	0	
4	Propane	10,600	Gal	1.51	

Contractor: PETRO STAR Inc
By: [Signature] DON CASTLE
Title: V.P. MARKETING
Signature: [Signature]
Date: 5/30/2013



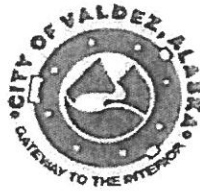
City of Valdez
Contract Documents

Project: Fuel Supply Contract

Contract Number: 13-1111

Table of Contents

Invitation to Bid_____	1
Instructions to Bidders_____	2
Bid Schedule_____	4
Agreement_____	6
Corporate Acknowledgement_____	8
Non-Collusion Agreement_____	9
Contractor Certificate of Substantial Completion_____	10
Contract Release_____	12



**City of Valdez
Agreement Page 1 of 2**

**Project: Fuel Supply Contract
Contract Number: 13-111**

This agreement is made 29th day of MAY, 2013, by and between the City of Valdez, Alaska, hereinafter called the Owner and, acting through its Mayor, and **(Contractor)** doing business as an individual, partnership, a corporation (strike out inapplicable words) located in (City), (State), hereinafter called the Contractor.

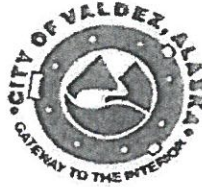
The Contractor agrees to this Contract known as:

**Fuel Supply Delivery
Contract Number: 13-111**

Those per gallon amounts as set forth in the "Bid Form"

The Contractor hereby agrees to commence work on this project on June 1, 2013 through May 31, 2016.

The Owner agrees to pay the contractor for the performance of the Contract. Disbursement of money by the City of Valdez hereunder shall be subject to set-off pursuant to the provisions of the Valdez City Code.



City of Valdez
Agreement Page 2 of 2

Project: Fuel Supply Contract
Contract Number: 13-111

IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

Contractor

PETRO STAR INC

Signature

Name

DONALD J. CASTLE

Title

V. P. MARKETING

Date

3900 C ST. #802

Mailing Address

ANCH. AK 99503

City, State, Zip Code

92-0103818

Federal I.D. or S.S.N.

Corporate Secretary

Attest:

Corporate Secretary

Tracy L. Stockman

City of Valdez, Alaska, Authorized

David C. Cobb

Mayor's Signature

DAVID C. COBB

Name

6-6-13

Date

Attested:

Shari H. Pierce

City Clerk

Recommended:

[Signature]

City Manager

6/5/13

Date

Capital Facilities Director

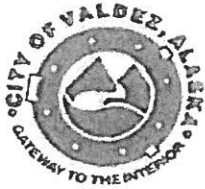
4/22/13

Date

Approved as to Form:

William M. Walker

Attorney for the City of Valdez



City of Valdez
Corporate Acknowledgement

Project: Fuel Supply Contract
Contract Number: 13-1111

(To be filled in when Contract is executed in behalf of Corporation)

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

The foregoing instrument was acknowledged before me this 28 day of May, 2013.

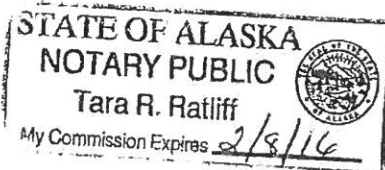
DONALD J. CASTLE
(Name of Officer)

V.P. MARKETING
(Title of Officer)

PETRO STAR INC.
(Name of Corporation)

ALASKA Corporation, on behalf of said Corporation.
(State of Incorporation)

[Signature]
Notary Public



My Commission Expires: 2/8/14



City of Valdez
Non-Collusion Affidavit

Project: Fuel Supply Contract
Contract Number: 13-1111

(to be executed prior to award)

UNITED STATES OF AMERICA)
)SS.
STATE OF ALASKA)

I, DONALD J. CASTLE, of PETRO STAR INC, being duly sworn,
do depose and state:

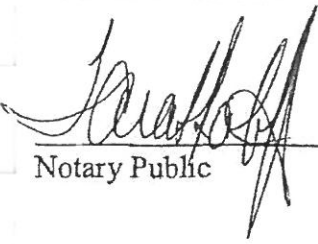
I, or the firm, association of corporation of which I am a member, a bidder on the Contract to be
awarded, by the City of Valdez, Alaska, for the construction of that certain construction project
designated as:

Fuel Supply Delivery
Contract Number: 13-1111

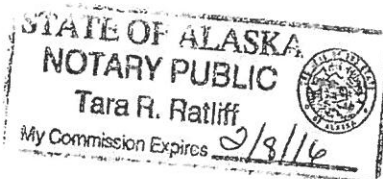
Located at Valdez, in the State of Alaska, have not, either directly or indirectly, entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with such Contract.


Signature

Subscribed and sworn to this 28th day of May, 2013.


Notary Public

My Commission Expires: 2/8/16





City of Valdez
Contract Release Page 2 of 2

Fuel Supply Contract
Contract Number: 13-1111

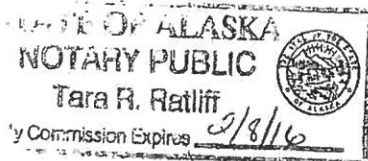
IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

Petro Star Inc.
COMPANY
[Signature]
SIGNATURE
V.P. MARKETING
TITLE

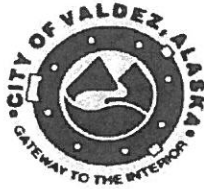
STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 28 day of May, 2013, before me, Notary Public in and for the State of Alaska, personally appeared Don Castle of Petro Star Inc. V.P. Marketing, known to me to be its V.P. Marketing and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this 28 day of May, 2013.



[Signature]
Notary Public in and for Alaska
My Commission expires: 2/8/16



**CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #204**

This is to certify that

North Pacific Fuel

NAME OF BUSINESS

Petro Star Inc

OWNER

**3900 C Street Ste 802
Anchorage AK 99503**

ADDRESS

is a registered business in compliance with Section 5.04 of the Valdez City Code.

Business Registrar
City of Valdez, Alaska

12/31/2013

Expiration Date

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.

EMPLOYERS' CERTIFICATE OF SELF INSURANCE

THE ALASKA WORKERS' COMPENSATION BOARD

Has issued this certificate of self-insurance to

ARCTIC SLOPE REGIONAL CORPORATION and Subsidiaries
3900 C Street, Suite 201
ANCHORAGE, AK 99503

Certificate effective from **June 1, 2012** through **June 1, 2013**

ALASKA WORKERS' COMPENSATION BOARD



Designated Chairman
Michael P. Monagle

Member
Bradley Austin

Member
Charles Collins

Michael P. Monagle
Bradley Austin
Charles Collins

TO THE EMPLOYEES OF THE ABOVE:

Your employer is authorized to directly pay benefits for job-connected injuries, illnesses, or death as provided by the Alaska Workers' Compensation Act.

Immediately (not later than 30 days from injury or fatality) give your employer and the Alaska Workers' Compensation Board written notice of a job related injury, illness or death. Get the "Report of Occupational Injury or Illness" form from your employer for this purpose.

If you have questions about an injury or claim, contact the employer's claims adjuster
Arctic Slope Regional Corporation, Inc. P.O. Box 243889, Anchorage, AK 99524, or call (907) 339-6348.

If you have questions about your rights or benefits under the Alaska Workers' Compensation Act, contact the Alaska Workers' Compensation Board at the nearest office listed below:

ANCHORAGE
P.O. Box 107019
Anchorage, Alaska 99510-7019
(907) 269-4980

FAIRBANKS
675 Seventh Ave., Sta. K
Fairbanks, Alaska 99701-4593
(907) 451-2889

JUNEAU
P.O. Box 115512
Juneau, Alaska 99811-5512
(907) 465-2790

NOTICE TO EMPLOYER: AS 23.30.060 REQUIRES THAT YOU POST THIS NOTICE IN THREE PLACES ON THE EMPLOYER'S PREMISES.

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

NORTH PACIFIC FUEL

3900 C ST STE 802 ANCHORAGE AK 99503

owned by

PETRO STAR INC.

is licensed by the department to conduct business for the period

November 09, 2012 through December 31, 2014
for the following line of business:

42 - Trade



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Susan K. Bell
Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 345 California Street, Suite 1300 San Francisco, CA 94104-2679	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
100296-ASRC-Cas-2012	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Petro Star Inc. 3900 "C" Street Suite 201 Anchorage, AK 99503	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B: National Union Fire Ins Co Pittsburgh PA	19445100
	INSURER C: XL Insurance America Inc	24554
	INSURER D: Lexington Insurance Company	18437000
	INSURER E: Ironshore Specialty Insurance Company	25445
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

SEA-002192699-16

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			HDOG25839511	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY			ISAH08684510	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			13273214	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 10,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB			US00009746L112A	06/01/2012	06/01/2013	AGGREGATE \$ 10,000,000
D	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			013136424	06/01/2012	06/01/2013	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC46459076 (AOS)	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCFC46459088 (WI)	06/01/2012	06/01/2013	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Work Comp/EL (AK)			WCUC4645909A	06/01/2012	06/01/2013	Excess of \$1,000,000 SIR
	WC Incl. EL - OH, WA, ND, WY						Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Pipeline Right-of-Way Agreement.

City of Valdez is included as Additional Insured (except for workers' compensation) as respects the contract between the Named Insured and the City of Valdez.

CERTIFICATE HOLDER**CANCELLATION**City of Vadez
Attn: Janine - Community Development
PO Box 307
Valdez, AK 99686

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Arthur Goepp

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AGENCY CUSTOMER ID: 100296

LOC #: Anchorage



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Petro Star Inc. 3900 "C" Street Suite 201 Anchorage, AK 99503	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability

Policy Covers

Hired Auto PD-ACV/Repair Cost: Y

Excess Liability

Policy Details

Insr Ltr: E (Ironshore Specialty Insurance Company)

Policy Number: 001044201

Eff. Dt. 06/01/2012 Exp. Dt. 06/01/2013

Other

Limits

Workers Compensation: Statutory

Employers Liability: 1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 345 California Street, Suite 1300 San Francisco, CA 94104-2679	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
100296-ASRC-Cas-2012	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
INSURED Petro Star Inc. 3900 "C" Street Suite 201 Anchorage, AK 99503	INSURER B: N/A	NAIC #
	INSURER C: N/A	NAIC #
	INSURER D: N/A	NAIC #
	INSURER E: N/A	NAIC #
	INSURER F:	NAIC #

COVERAGES**CERTIFICATE NUMBER:**

SEA-002192760-13

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDOG25839511	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY		ISAH08684510	06/01/2012	06/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLRC46459076 (AOS)	06/01/2012	06/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	SCFC46459088 (WI)	06/01/2012	06/01/2013	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Excess Work Comp/EL (AK)		WCUC4645909A	06/01/2012	06/01/2013	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	WC Incl. EL - OH, WA, ND, WY					Excess of \$1,000,000 SIR Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Waterfront Commercial Work Permit Application. Certificate Holder is included as Additional Insured (except for workers' compensation) as respects the contract between the Named Insured and the Certificate Holder. Waiver of subrogation is included as required by contract.

CERTIFICATE HOLDER**CANCELLATION**City of Valdez
Port of Valdez
PO Box 307
Valdez, AK 99686

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Arthur Goepp

AGENCY CUSTOMER ID: 100296

LOC #: Anchorage



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Petro Star Inc. 3900 *C* Street Suite 201 Anchorage, AK 99503
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

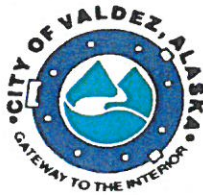
ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability
 Policy Covers
 Hired Auto PD--ACV/Repair Cost : Y

Other
 Limits
 Workers Compensation : Statutory
 Employers Liability : 1,000,000



City of Valdez
Contract Release Page 2 of 2

Fuel Supply Contract
Contract Number: 13-1111

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20____.

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires: _____