



TECHNICAL RESPONSE PLANNING  
CORPORATION

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13 YEARS OF EXCELLENCE

October 2, 2008

Ms. Barber  
Response Plans Officer, Pipeline and Hazardous Material Safety  
U.S. Department of Transportation  
1200 New Jersey Avenue SE - Room E22-210  
Washington, D.C. 20590

RE: RSPA Sequence Number    New plan – East Leg Zone Spill Response Plan

Dear Ms. Barber:

Enclosed are two CD's of the Enterprise Products Operating, LLC East Leg Zone for your review and approval. The required internal inspections done with smart pigging of the line require the transportation of gasoline every 3 to 5 years. This has triggered the submittal of this new OPA 90 plan. If you have any questions regarding the enclosed, please contact Randy Davis, Field Environmental Scientist, at (816) 628-5080, or Enterprise Products Operating, LCC 2727 North Loop West, Houston, TX 77210.

Sincerely,  
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond  
Senior Project Manager

Enclosures  
Federal Express

cc: Randy Davis

## Greg Desmond

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**From:** melanie.BARBER@dot.gov  
**Sent:** Thursday, February 05, 2009 10:11 AM  
**To:** Greg Desmond  
**Subject:** RE: Enterprise Products Operating East Leg Zone Facility Response Plan

Mr. Greg Desmond  
Senior Project Manager  
Technical Responses Planning Corporation  
9720 Cypresswood Drive  
Houston, Texas 77070

Dear Mr. Desmond:

I have approved the Facility Response Plan for the Enterprise Products Operating East Leg Zone, Sequence Number Enterprise 102008 for the United States Department of Transportation Office of Pipeline Safety.

Sincerely,

Melanie M. C. Barber  
Environmental Planning Officer  
United States Department of Transportation  
Office of Pipeline Safety  
Room E22-210  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590  
Office: 202-366-4560

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**From:** Greg Desmond [mailto:gdesmond@trpcorp.com]  
**Sent:** Wednesday, October 08, 2008 9:50 AM  
**To:** Barber, Melanie <PHMSA>  
**Subject:** RE: Enterprise Products Operating East Leg Zone Facility Response Plan

Hi Melanie,

Attached is the completed copy of the FRP Questionnaire as requested.. Please let me know if you have any questions.

Thank you,

Greg

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**From:** melanie.BARBER@dot.gov [mailto:melanie.BARBER@dot.gov]  
**Sent:** Tuesday, October 07, 2008 8:09 AM  
**To:** Greg Desmond  
**Subject:** Enterprise Products Operating East Leg Zone Facility Response Plan

Please complete the attached Facility Response Plan Questionnaire and return it to me by electronic mail. I have assigned the Sequence Number Enterprise102008 to the Enterprise Products Operating East Leg Zone Facility Response Plan.

Sincerely,

Melanie M. C. Barber, Esquire  
Environmental Planning Officer  
Room E22-210  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590  
Office: 202-366-4560

2/5/2009

**Facility Response Plan Review**  
**United States Department of Transportation**  
**Pipeline and Hazardous Materials Safety Administration (PHMSA)**  
**Office of Pipeline Safety (OPS)**

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**OPS Sequence Number:** 102008  
**Facility Response Plan Version Date:** September 2008  
**Pipeline Operator Name:** Enterprise Products Operating, LLC  
**Contact Name:** Clayton A Roesler  
**Contact Office, Fax, and Cellular Telephone Numbers:**  
(713) 803-5470 office  
(832) 729-5227 cell  
**Contact Mailing Address:**  
2727 North Loop West  
Houston, TX 77008-1044  
**Contact Electronic Mail Address:** CRoesler@eprod.com  
**If different from the Contact Name, Facility Response Plan Author Name:** Greg Desmond (TRP)  
**Facility Response Plan Author Office, Fax, and Cellular Phone Numbers:**  
281-955-9600 ext 115  
**Facility Response Plan Author Mailing Address:**  
9720 Cypresswood Drive Suite 340  
Houston, TX 77070  
**Facility Response Plan Author Electronic Mail Address:**  
gdesmond@trpcorp.com  
**Date of Review:** October 2008

**National Contingency Plan and Area Contingency Plan Certifications**  
**For Sequence Number:** 102008

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**1.** A. Has the operator reviewed the National Contingency Plan (NCP) and each applicable Area Contingency Plan (ACP)? B. Does the Facility Response Plan follow the Area Contingency Plans? C. Please list the names of the Area Contingency Plans and the pages in the Facility Response Plan that relate to the Area Contingency Plans. (49 CFR 194.107(b)) **yes Sec. 1.1 p. 8**

Area Contingency Plans and Related Pages: **Section 1.1 Purpose/Scope of Plan**

Comment:

Recommendation:

**Plan Information Summary**  
**For Sequence Number:** 102008

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**2.** Does the Plan Information Summary contain the following? (49 CFR 194.107(c)(1), (c)(1)(i) and (c)(2) and 49 CFR 194.113)

- The Operator Name, Street Address, City, State, and Zip Code **yes Fig. 1-3 p. 4**
- A list of response zones that meet the criteria for significant and substantial harm (49 CFR 194.113(a)(2)) and a list of response zones in which a worst-case discharge could cause substantial harm **yes Fig. 1-3 p. 4-5**
- The basis for the operator's determination that the response zone meets the criteria for significant and substantial harm and a statement that a worst-case discharge in the response zone can be expected to cause significant and substantial harm for each response zone. **yes Fig. 1-3 p. 4 and 5**
- Description of each response zone, including the County(s) or Parish(es) and State(s) **yes Fig. 1-3 p. 4**
- Explanation for each response zone designation **yes Fig. 1-3 p. 5**
- Name(s), title(s), and office and cellular telephone number(s) for the Qualified Individual(s) twenty-four hours a day in each response zone **yes Fig. 1-3 p. 4**
- Name(s), title(s), and office and cellular telephone number(s) for the Alternate Qualified Individual(s) twenty-four hours a day in each response zone **yes Fig. 1-3 p. 4**
- List of line sections in each response zone by milepost, survey station number, or other operator designation **yes Fig. 1-3 p. 5**
- If any response zone contains multiple pipeline systems, all pipeline systems are described and the oils they transport are listed **yes Fig. 1-3 p. 4**
- The type of oil and the volume of the worst-case discharge in each response zone? **yes Fig. 1-3 p. 4**

Page Reference: **Figure 1-3 Information Summary**

Comment:

Recommendation:

**Notifications**  
**For Sequence Number: 102008**

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**3.1** What person, position, or facility is responsible for starting immediate notification? (49 CFR 194.107(c)(1)(ii)) Please list the person's, position's, or facility's mailing and electronic mail addresses and office, fax, and cellular telephone information. **Fig. 1-3 p. 4; Fig. 2-1 p. 2**

Page Reference: **Figure 1-3 Information Summary, Figure 2-1 Initial Response Action Guidelines**

Comment:

Recommendation:

**3.2** Is the person, position, or facility capable of starting immediate notification twenty-four hours a day, three hundred sixty-five days a year? (49 CFR 194.107(c)(1)(ii)) Please describe your immediate notification plan. **yes Sec. 3.1 p. 2**

Page Reference: **Section 3.1 Emergency Information and Notification Procedures**

Comment:

Recommendation:

**3.3** Do the Facility Response Plan notification procedures include telephone numbers so that the qualified individual(s) and oil spill removal organization(s) can be reached twenty-four hours a day, three hundred sixty-five days a year? (49 CFR 194.107(b)(1) and (2), 194.107(c)(1)(ii) and 194.113(b)(2)) **yes Fig. 3.1-4 p. 13**

- Qualified Individual(s)? : **yes Fig. 3.1-4 p. 13-14**
- Oil Spill Removal Organization(s)? : **yes Fig. 3.1-4 p. 23, App. B.1.1 p. 2**
- Are the National Response Center numbers correctly listed as 1-800-424-8802 and 202-267-2675 in the plan? : **yes Fig. 3.1-4 p. 15**
- Company personnel? : **yes Fig. 3.1-4 p. 13-14**

Page Reference: **Figure 3.1-4 Notifications and Telephone Numbers, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**3.4** Does the notification section include the following information? (49 CFR 194.107(b)(1) and (2), and 194.107(c)(1)(ii))

- Name of pipeline operator? : **yes Fig. 3.1-3 p. 9**
- Time of discharge? : **yes Fig. 3.1-3 p. 9**
- Location of discharge? : **yes Fig. 3.1-3 p. 9**

- Name of oil involved? : **yes Fig. 3.1-3 p. 9**
- Reason for discharge? : **yes Fig. 3.1-3 p. 9-12**
- Estimated volume of oil discharged? : **yes Fig. 3.1-3 p. 9**
- Weather conditions on scene? : **yes Fig. 3.1-3 p. 9-12; Fig. 3.1-2 p. 5 and 7-8**

Page Reference: **Figure 3.1-3 DOT/PHMSA Accident Report Form, Figure 3.1-2 Preliminary Incident Report Form**

Comment:

Recommendation:

**3.5** Does the Facility Response Plan name and give the address(es) and telephone number(s) for the operator's oil spill removal organization(s)? (49 CFR 194.107(c)(1)(iv) and 194.115)

- Name(s)? : **yes Fig. 3.1-4 p. 23, App. B.1.1 p. 2**
- Address(es)? : **yes Fig. 3.1-4 p. 23, App. B.1.1 p. 2**
- Telephone Number(s)? : **yes Fig. 3.1-4 p. 23, App. B.1.1 p. 2**

Page Reference: **Figure 3.1-4 Notifications and Telephone Numbers, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

### **Spill Detection and Mitigation Procedures** For Sequence Number: [102008](#)

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**4.1** Does the Facility Response Plan contain procedures to name and mitigate or prevent a substantial threat of a worst-case discharge? (49 CFR 194.107(a) and (b)(2)(i)) **yes Sec. 2.1 p. 3, Fig. 2.1-1 p. 3, App. C.2 p. 5-6**

Page Reference: **Section 2.1 Spill Detection and Mitigation Procedures, Figure 2.1-1 Spill Mitigation Procedures, Appendix C.2 Worst Case Discharge Scenario**

Comment:

Recommendation:

**4.2** Does the Facility Response Plan name personnel, equipment, and procedures for detecting leaks and spills and locating spills throughout the response zone? (49 CFR 194.107(c)(1)(iii)): **yes Fig 3.1-4 p. 13-14, Fig. 7.1-1 p. 2, Sec. 2.1 p. 3, App. C.1 p. 2-4**

Page Reference: **Figure 3.1-4 Notifications and Telephone Numbers, Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Section 2.1 Spill Detection and Mitigation Procedures, Appendix C.1 Spill Detection**

Comment:

Recommendation:

**4.3** Does the Facility Response Plan name the maximum time to detect the spill and shut down flow in affected pipeline(s) in bad weather? (49 CFR 194.105(b)(1)): **yes App. C p. 8-9**

Page Reference: **Appendix C.4 Spill Volume Calculations**

Comment:

Recommendation:

**4.4** Does the Facility Response Plan have procedures to mitigate spills appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(2)(i), and (c)(1)(iii) and (v)) **yes Sec. 2.1 p. 3, Fig. 2.1-1 p. 3, App. C.2 p. 5-6**

Page Reference: **Section 2.1 Spill Detection and Mitigation Procedures, Figure 2.1-1 Spill Mitigation Procedures, Appendix C.2 Worst Case Discharge Scenario**

Comment:

Recommendation:

## Spill Containment

**For Sequence Number: 102008**

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**5.1** Does the Facility Response Plan name spill containment strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v)) **yes Sec. 6.2 p. 2-4, Fig. 6.2-1 p. 5-6, Sec. 6.3 p. 7-11, Sec. 6.4 p. 12-14**

Page Reference: **Section 6.2 Spill Containment/Recovery, Figure 6.2-1 Response Tactics for Various Shorelines, Section 6.3 Sensitive Area Protection, Section 6.4 Alternative Response Strategies**

Comment:

Recommendation:

**5.2** Can planned spill containment activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **yes Fig. 7.1-1 p. 2, Sec. 7.1.3 p. 3, App. B.1.1 p. 2, App. C p. 8-9**

Page Reference: **Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time; Section 7.1.3 Contractors, Contractor Equipment, and Labor; Appendix B.1.1 OSRO Classification; Appendix C.4 Spill Volume Calculations**

Comment:

Recommendation:

**5.3** Are containment equipment capacities described in sufficient detail and does the Facility Response Plan identify enough spill containment equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **yes Fig. 7.1-1 p. 2, Sec. 7.1.3 p. 3, App. B.1.1 p. 2**

Page Reference: **Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time; Section 7.1.3 Contractors, Contractor Equipment, and Labor; Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

### Spill Recovery

**For Sequence Number: 102008**

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**6.1** Does the Facility Response Plan identify the spill recovery strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (iv), and (c)(1)(v)): **yes Sec. 6.2 p. 2-4, Fig. 6.2-1 p. 5-6, Sec. 6.3 p. 7-11, Sec. 6.4 p. 12-14**

Page Reference: **Section 6.2 Spill Containment/Recovery, Figure 6.2-1 Response Tactics for Various Shorelines, Section 6.3 Sensitive Area Protection, Section 6.4 Alternative Response Strategies**

Comment:

Recommendation:

**6.2** Can planned spill recovery activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and(c)(1)(v), and 194.115) **yes Fig. 7.1-1 p. 2, Sec. 7.1.3 p. 3, App. B.1.1 p. 2, App. C p. 8-9**

Page Reference: **Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time; Section 7.1.3 Contractors, Contractor Equipment, and Labor; Appendix B.1.1 OSRO Classification; Appendix C.4 Spill Volume Calculations**

Comment:

Recommendation:

**6.3** Are recovery equipment capacities described in sufficient detail and does the Facility Response Plan identify sufficient spill recovery equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **yes Fig. 7.1-1 p. 2, Sec. 7.1.3 p. 3, App. B.1.1 p. 2**

Page Reference: **Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time; Section 7.1.3 Contractors, Contractor Equipment, and Labor; Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**Disposal**  
**For Sequence Number: [102008](#)**

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**7.1** Does the Facility Response Plan identify disposal procedures, including temporary storage equipment for recovered oil appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v)) **yes Sec. 7.3 p. 7-10, Sec. 5.5 p. 50-52, Fig. 7.1-1 p. 2, App. B.1.1 p. 2**

Page Reference: **Section 7.3 Waste Management, Section 5.5 Disposal Plan, Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**7.2** Can planned temporary storage and waste disposal activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **yes Sec. 7.3 p. 7-10, Sec. 5.5 p. 50-52, Fig. 7.1-1 p. 2, App. B.1.1 p. 2**

Page Reference: **Section 7.3 Waste Management, Section 5.5 Disposal Plan, Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**7.3** Does the Facility Response Plan identify sufficient temporary storage capabilities to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **yes Sec. 7.3 p. 7-10, Sec. 5.5 p. 50-52, Fig. 7.1-1 p. 2, App. B.1.1 p. 2**

Page Reference: **Section 7.3 Waste Management, Section 5.5 Disposal Plan, Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**Sensitive Area Protection**  
**For Sequence Number: 102008**

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**8.1** Does the Facility Response Plan identify the protection strategies appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (ii), and (c)(1)(v)) **yes Sec. 6.2 p. 2-4, Fig. 6.2-1 p. 5-6, Sec. 6.3 p. 7-11, Sec. 6.4 p. 12-14**

Page Reference: **Section 6.2 Spill Containment/Recovery, Figure 6.2-1 Response Tactics for Various Shorelines, Section 6.3 Sensitive Area Protection, Section 6.4 Alternative Response Strategies**

Comment:

Recommendation:

**8.2** Can planned protection activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115) **yes Fig. 7.1-1 p. 2, Sec. 7.1.3 p. 3, App. B.1.1 p. 2**

Page Reference: **Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time; Section 7.1.3 Contractors, Contractor Equipment, and Labor; Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**Response Management**  
**For Sequence Number: 102008**

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**9.1** Is the response management system described in the Facility Response Plan based on an Incident Command System? (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3)) **yes Sec 4.1 p. 2, Sec 4.4 p. 3**

Page Reference: **Section 4.1 Spill Management Team (SMT) Description, Section 4.4 Unified Command System**

Comment:

Recommendation:

**9.2** Does the operator's response organization describe roles and responsibilities for (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3))

- Qualified Individual? : **yes Sec 4.5 p. 3**
- Other operator response personnel including the spill management team? : **yes Fig. 4.1 p. 4, Fig. 4.2 p. 5, Sec. 4.6 p. 6-16**
- Contracted Oil Spill Removal Organization(s)? : **yes Sec. 7.1.3 p. 3, App. B.1.1 p. 2**

Page Reference: **Section 4.5 Qualified Individual (QI); Figure 4.1 Spill Management Team (SMT) Activation Procedure; Figure 4.2 Spill Management Team (SMT) Organizational Chart; Section 4.6 Spill Management Team (SMT) Job Description Checklists; Section 7.1.3 Contractors, Contractor Equipment, and Labor; Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**9.3** Does the operator's response organization describe how the operator works with the Unified Command and with responders including (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3)):

- Oil Spill Removal Organization(s)? : **yes Sec. 4.6 p. 7-8, Fig. 2-1 p. 2**
- State and Local responders? : **yes Sec 4.4 p. 3, Sec. 4.6 p. 7-8**
- Federal On-Scene Coordinator? : **yes Sec 4.4 p. 3, Sec. 4.6 p. 7-8**

Page Reference: **Section 4.4 Unified Command System, Section 4.6 Spill Management Team (SMT) Job Description Checklists, Figure 2-1 Initial Response Action Guidelines**

Comment:

Recommendation:

**Communications, Response Equipment and Transportation**  
**For Sequence Number: 102008**

**10.1** Does the Facility Response Plan describe appropriate communications procedures and system(s) adequate for notifications and response operations? (49 CFR 194.107(c)(1)(ii) and (v)) **yes Sec 7.1.6 p. 5, Fig. 7.1-3 p. 5**

Page Reference: **Section 7.1.6 Communications Plan, Figure 7.1-3 Communications Checklist**

Comment:

Recommendation:

**10.2** Does the Facility Response Plan identify response equipment that the operator owns and maintains? (49 CFR 194.107(c)(1)(v) and 194.115(a)) **yes Sec. 7.1.2 p. 3**

Page Reference: **Section 7.1.2 Response Equipment Inspection and Maintenance**

Comment:

Recommendation:

**10.3** Does the Facility Response Plan describe procedures for maintaining response equipment the operator owns? (49 CFR 194.107(c)(1)(viii)) **yes Sec. 7.1.2 p. 3**

Page Reference: **Section 7.1.2 Response Equipment Inspection and Maintenance**

Comment:

Recommendation

**10.4** Does the Facility Response Plan identify Oil Spill Removal Organization(s)' response equipment when the U.S. Coast Guard has not classified the Oil Spill Removal Organization? (49 CFR 194.107(c)(1)(v) and 194.115(a)) **yes Sec. 7.1.3 p. 3, App. B.1.1 p. 2, Fig. 7.1-1 p. 2**

Page Reference: **Section 7.1.3 Contractors, Contractor Equipment, and Labor; Appendix B.1.1 OSRO Classification; Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time**

Comment:

Recommendation:

**10.5** Does the Facility Response Plan describe procedures for maintaining Oil Spill Removal Organization(s)' response equipment when the U.S. Coast Guard has not classified the Oil Spill Removal Organization? (49 CFR 194.107(c)(1)(viii)) **yes Sec. 7.1.3 p. 3**

Page Reference: **Section 7.1.3 Contractors, Contractor Equipment, and Labor**

Comment:

Recommendation:

**10.6** Does the Facility Response Plan identify location(s) for operator-owned and Oil Spill Removal Organization-owned response equipment? (49 CFR 194.115(b)) **yes Fig. 7.1-1 p. 2, App. B.1.1 p. 2**

Page Reference: **Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**10.7** Does the Facility Response Plan describe mobilizing and deploying response equipment within the appropriate tier times consistent with the plan's response activities? (49 CFR 194.107(c)(1)(v) and 194.115(b)) **yes Fig. 7.1-1 p. 2, App. B.1.1 p. 2**

Page Reference: **Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**10.8** Does the size of the response zone permit planned response activities, including equipment mobilization and deployment, within the appropriate tier times? (49 CFR 194.115(b)) **yes Fig. 1-3 p. 5, Fig. 2-1 p. 2, Fig. 7.1-1 p. 2, App. B.1.1 p. 2**

Page Reference: **Figure 1-3 Information Summary, Figure 2-1 Initial Response Action Guidelines, Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

### **Response Personnel and Mobilization**

**For Sequence Number: 102008**

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**11.1** Does the Facility Response Plan identify enough trained personnel to respond to the worst-case discharge consistent with the Plan's response activities? (49 CFR 194.107(a), (c)(1)(v), and (c)(3), 194.115, and 194.117): **yes Fig. 3.1-4 p. 13-14, Fig. 7.1-1 p. 2, App. B.1.1 p. 2**

Page Reference: **Figure 3.1-4 Notifications and Telephone Numbers, Figure 7.1-1 Regional Company and Response Contractor's Equipment List/Response Time, Appendix B.1.1 OSRO Classification**

Comment:

Recommendation:

**11.2** Does the Facility Response Plan describe procedures for mobilizing and deploying response personnel throughout the response zone(s) consistent with the Plan's response activities? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115): **yes Fig. 3.1-4 p. 13-14, Sec. 4.2 p. 2, Fig. 2-1 p. 2**

Page Reference: **Figure 3.1-4 Notifications and Telephone Numbers, Section 4.2 Activation Procedures, Figure 2-1 Initial Response Action Guidelines**

Comment:

Recommendation:

### **Response Documentation and Worst Case Discharge**

**For Sequence Number: 102008**

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**12.1** Does the operator describe procedures the response management organization must use to document response decisions, activities, and costs? (49 CFR 194.107(c)(3)) **yes Sec. 5.1 p. 2, Fig. 2.2-1 p. 5, Fig. 3.1-2 p. 4-8**

Page Reference: **Section 5.1 Documentation Procedures, Figure 2.2-1 Oil Spill Surveillance Checklist, Figure 3.1-2 Preliminary Incident Report Form**

Comment:

Recommendation:

**12.2** Does the Facility Response Plan provide the calculations and methodology used for determining the worst-case discharge for the response zone(s)? (49 CFR 194.105) **yes App. C.4 p. 8-9**

Page Reference: **Appendix C.4 Spill Volume Calculations**

Comment:

Recommendation:

**12.3** Is the worst-case discharge volume calculated using the three specified methods in the Department of Transportation regulation? Are the calculations accurate and as prescribed? (49 CFR 194.105(b)) **yes App. C.4 p. 8-9**

Page Reference: **Appendix C.4 Spill Volume Calculations**

Comment:

Recommendation:

**Training: Program and Procedures**  
**For Sequence Number: 102008**

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**13.1** Does the Facility Response Plan describe a training program that teaches response personnel about the Plan and their responsibilities under the Plan? (49 CFR 194.107(b)(1)(ii), (c)(1)(vii) and (c)(3), and 194.117): **yes App. A.2 p. 7-11**

Page Reference: **Appendix A.2 Training Program**

Comment:

Recommendation:

**13.2** Does the Facility Response Plan describe a training program that teaches response personnel about matters including (49 CFR 194.117(a)(3)):

- Oil characteristics and hazards? : **yes Fig. A.2-2 p. 8**
- Conditions that are likely to worsen emergencies, including the consequences of facility malfunctions or failures and appropriate corrective actions? : **yes Fig. A.2-2 p. 8-10**
- Steps necessary to control an accidental discharge of oil? : **yes Fig. A.2-2 p. 8-10**
- Steps necessary to minimize the potential for fire, explosion, or environmental damage? : **yes Fig. A.2-2 p. 8-10**
- Proper fire-fighting procedures and use of personal protective equipment? : **yes Fig. A.2-2 p. 8-10**

Page Reference: **Figure A.2-2 PREP Training Program Matrix**

Comment:

Recommendation:

**13.3** Does the Facility Response Plan describe a response-training program that addresses the appropriate levels of training and the requirements in OSHA 29 CFR 1910.120? (49 CFR 194.107(b)(1)(ii) and 194.117(c)) **yes Fig. A.2-1 p. 7**

Page Reference: **Figure A.2-1 Training Requirements**

Comment:

Recommendation:

**13.4** Does the Facility Response Plan describe the operator's procedures for maintaining records for response personnel? (49 CFR 194.117(b)) **yes Fig. A.2-1 p. 7, Fig. A.2-3 p. 11**

Page Reference: **Figure A.2-1 Training Requirements, Figure A.2-3 Personnel Response Training Log**

Comment:

Recommendation:

**Spill Response Drill Program**  
**For Sequence Number: 102008**

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**14.1** Does the Facility Response Plan describe procedures for conducting internal and external drills that include (49 CFR 194.107(c)(1)(ix)):

- p. 2**
- Responsibility for planning, carrying out, and monitoring drills? : **yes App. A.1**
  - Announced drills? : **yes Fig. A.1-2 p. 4**
  - At least one unannounced internal drill? : **yes Fig. A.1-2 p. 4**
  - Quarterly Qualified Individual notifications drills? : **yes Fig. A.1-2 p. 4**
  - Annual spill management team tabletop drills? : **yes Fig. A.1-2 p. 4**
  - Annual Oil Spill Removal Organization(s) equipment deployment drills of representative types and amounts of equipment in the Facility Response Plan? : **yes Fig. A.1-2 p. 4**
  - At least one drill that tests the entire response plan for each response zone at least once every three years? : **yes Fig. A.1-2 p. 4**

Page Reference: **Appendix A.1 Exercise Requirements and Schedules, Figure A.1-2 Exercise Requirements**

Comment:

Recommendation:

**14.2** Does the Facility Response Plan describe a three-year drill and exercise cycle and the frequencies for each type of drill in that cycle? (49 CFR 194.107(c)(1)(ix)) **yes App. A.1 p. 2, Fig. A.1-2 p. 4**

Page Reference: **Appendix A.1 Exercise Requirements and Schedules, Figure A.1-2 Exercise Requirements**

Comment:

Recommendation:

**14.3** Does the Facility Response Plan describe procedures for maintaining drill documentation for three years? (49 CFR 194.107(c)(1)(ix)) **yes Fig. A.1-2 p. 4**

Page Reference: **Figure A.1-2 Exercise Requirements**

Comment:

Recommendation:

**Response Plan Maintenance**  
**For Sequence Number: 102008**

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**15.1** Does the Facility Response Plan describe the requirements and procedures for the operator to (a) review the Facility Response Plans at least once every five years from the date the Office of Pipeline Safety approves the plan, (b) modify the Facility Response Plan to address new or different operating conditions or information in the Facility Response Plan, and (c) submit the plan for the Office of Pipeline Safety to review, require changes, and approve? (49 CFR 194.107(c)(1)(x) and 194.121(a)) **yes Sec. 1.2 p. 9**

Page Reference: **Section 1.2 Plan Review and Update Procedure**

Comment:

Recommendation:

**15.2** Does the Facility Response Plan identify key factors that may cause revisions to the response plan and require the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including: (49 CFR 194.121(b)):

- New pipeline construction or purchase? : **yes Sec. 1.2 p. 9**
- Different worst-case discharge volume? : **yes Sec. 1.2 p. 9**

- Change in commodities transported? : **yes Sec. 1.2 p. 9**
- Change in Oil Spill Removal Organization(s)? : **yes Sec. 1.2 p. 9**
- Change in Qualified Individual(s)? : **yes Sec. 1.2 p. 9**
- Change in a National Contingency Plan or Area Contingency Plan that has a significant impact on the appropriateness of response equipment or response strategies? : **yes Sec. 1.2 p. 9**
- Change in response procedures? : **yes Sec. 1.2 p. 9**

Page Reference: **Section 1.2 Plan Review and Update Procedure**

Comment:

Recommendation:

**15.3** Does the Facility Response Plan describe procedures for incorporating improvements in the following? (49 CFR 194.121(b)(8))

- Post-drill evaluation results? : **yes Sec. 1.2 p. 9**
- Post-incident evaluation results? : **yes Sec. 1.2 p. 9**

Page Reference: **Section 1.2 Plan Review and Update Procedure**

Comment:

Recommendation:

**National Contingency Plan and Area Contingency Plan Consistency  
and Concept of Operations  
For Sequence Number: [102008](#)**

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**16.1** Is the Plan consistent with the National Contingency Plan in effect at the time of submission? (49 CFR 194.107(b)(1)) Please answer yes or no. **yes**

Page Reference: **Entire Plan**

Comment:

Recommendation:

**16.2** Is the Plan consistent with the Area Contingency Plans in effect for each response zone at the time of submission? (49 CFR 194.107(b)(2)) Please answer yes or no. **yes**

Page Reference: **Entire Plan**

Comment:

Recommendation:

**16.3** Is the Plan's concept of operations adequate to carry out a response to the worst-case discharge under 49 CFR 194? (49 CFR 194.107) Please answer yes or no. **yes**

Page Reference: **Entire Plan**

Comment:

Recommendation:

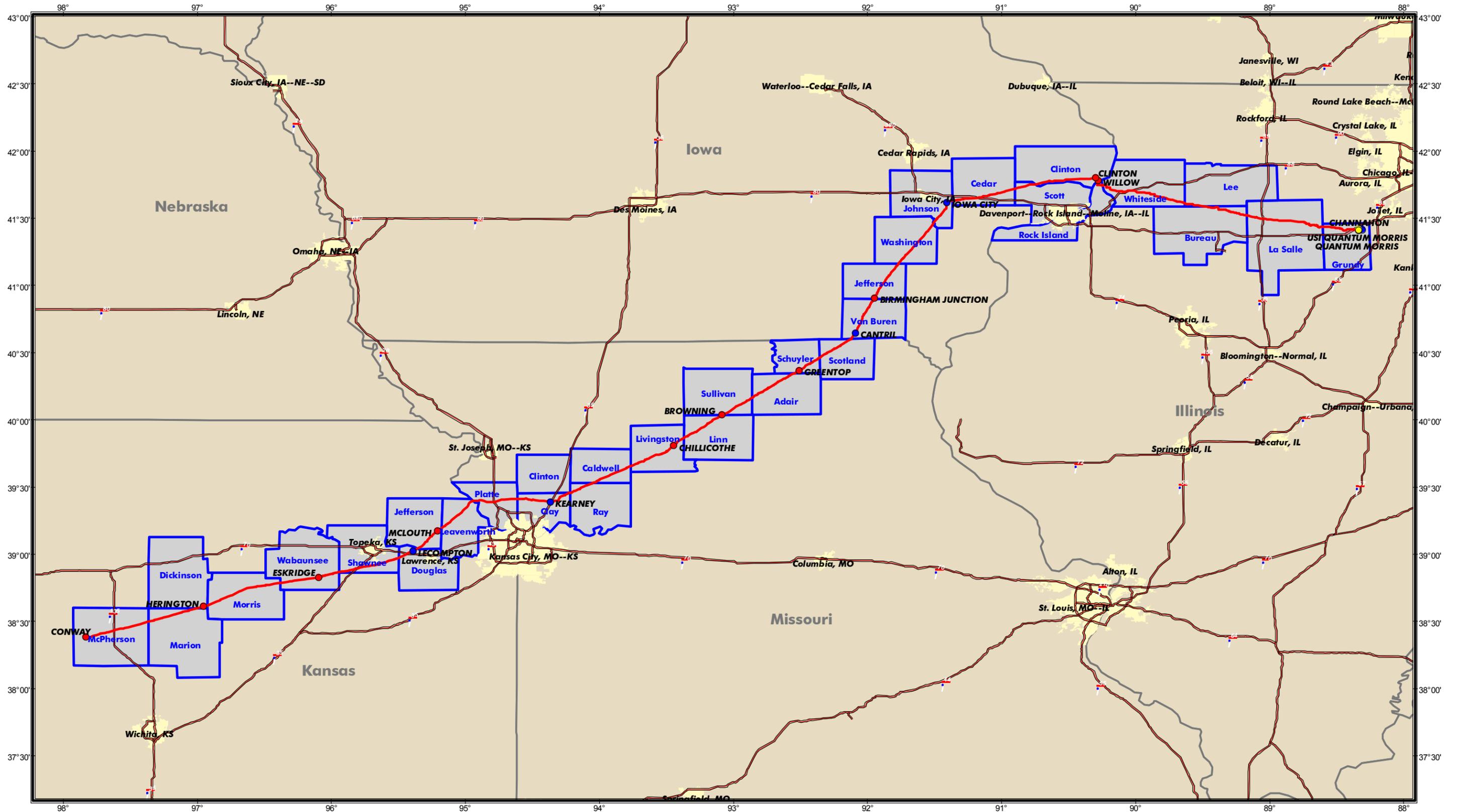


FIGURE 1-5 - East Leg Zone Map



**LEGEND**

|                             |          |
|-----------------------------|----------|
| Counties                    | Pipeline |
| 1:100,000 Quads             | Terminal |
| Interstate                  | Station  |
| USA's High Population Areas | Other    |



WORK CONTRACT NO. 2028  
 ORIGINATOR ALVARO PARRA  
(Type/Print Department and Location)

**ENTERPRISE PRODUCTS OPERATING L.P.**  
**SERVICE AGREEMENT** (Rev. 08/98)

THIS CONTRACT is entered into this 15th day of March, 2004, in the City of Houston, Harris County, Texas, between ENTERPRISE PRODUCTS OPERATING L.P., a Delaware limited partnership, P. O. Box 4324, Houston, Texas 77210-4324 ("Company"), and:

GARNER ENVIRONMENTAL SERVICES, INC.  
(Full Legal Name)

a Texas Corporation  
(State) (Corporation, Partnership or Sole Proprietorship)

1717 West 13<sup>th</sup> Street  
(Address)

Deer Park, Texas 77536 ("Contractor").  
(City) (State) (Zip)

IN CONSIDERATION of the mutual promises in this Contract and other good and valuable consideration, the parties agree as follows:

I. APPROVED CONTRACTOR LIST Upon execution of this Contract by Contractor and Company, Contractor shall be included on Company's Approved Contractor List, indicating Contractor's eligibility to perform Work for Company; and Company and Contractor agree that this Contract shall remain in force until terminated as provided by its terms.

II. DEFINITIONS "Contract" and "Agreement" mean this Contract and any subsequent oral or written Work order or agreement (together with any drawings, specifications or other exhibits attached to it) between the parties for Work. "Work" means all labor, goods, materials and services required to be performed and furnished by Contractor under any Agreement.

III. PERFORMANCE Contractor represents and warrants that all Work shall be in strict accordance with and subject to all Contract terms and conditions, that it has adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment or performing any services provided under any Agreement, and that all Work shall be performed in a good and workmanlike manner, satisfactory and acceptable to Company. Contractor represents and warrants that it shall be able to fulfill all of its obligations under any Agreement with no degradation in performance due to the calendar change from 1999 to 2000 and beyond January 1, 2000.

IV. INDEPENDENT CONTRACTOR Contractor is and shall be an independent contractor with respect to Work, and neither Contractor nor its employees or subcontractors or their employees shall be deemed, for any purpose, to be the employee, agent, servant, or representative of Company in the performance of Work. Company shall have no direction or control of the Contractor or its employees and agents except in the results to be obtained. Work shall conform with all applicable specifications and meet the approval of Company and shall be subject to the general right of inspection by or for Company. The actual performance and superintendence of Work shall be by Contractor, but Company or its representative shall have unlimited access to Contractor's operations to determine whether Work is being performed by Contractor in accordance with the Contract.

V. EMPLOYMENT CONTRIBUTIONS AND BENEFITS Contractor agrees to accept full and exclusive liability for the payment of and to pay when due any and all premiums, contributions and taxes for Workers= Compensation Insurance and Unemployment Insurance and for old age pensions, annuities and other retirement benefits imposed by or pursuant to Federal or State law and measured by the wages, salaries or other remuneration paid to persons employed by Contractor; and Contractor further agrees to indemnify and hold Company harmless against any liability for any such premiums, taxes or contributions which may be assessed against Company with respect to Contractor, its employees or subcontractors.

VI. TAXES AND FEES ***All domestic federal, state and municipal taxes, except income taxes and ad-valorem taxes, now and hereinafter imposed with respect to services rendered, to rental equipment, to the processing, manufacture, repair, and to the delivery and transportation of equipment and supplies will be added to and become part of the total price payable by the Company. If Company claims an exemption from payment of Texas Sales and Use Tax, Company will be required to render an Exemption Certificate or a Resale Certificate to Garner Environmental Services, Inc. for said exemption to apply to the services rendered. If for any reason the services rendered result in the assessment of foreign income taxes, excise taxes, or other fees alleged as owing to a foreign state or government, Company will pay directly the amount of any assessment or fee. In the event Contractor pays any such foreign tax or fee directly, Company will promptly reimburse Contractor for same.***

VII. LABOR AND MATERIAL Contractor shall pay all claims for labor and material related to the Work and shall not permit any liens of any kind to be fixed against the property of Company or the property of others arising out of claims of Contractor, its employees, mechanics, materialmen, or subcontractors; and upon the completion of the Work, Contractor shall furnish Company with evidence satisfactory to Company of the payment of all such claims. Contractor shall indemnify and hold harmless Company from and against all such claims or liens; and Contractor agrees, that, without waiver of any other rights or remedies available to Company, any sums due to Contractor from Company may be withheld and applied by Company toward the discharge or payment of any such claims or liens.

VIII. PAYMENT FOR WORK Payment for Work shall be as provided in Exhibit II or as provided in any Agreement. Payment for Work performed on a reimbursable-cost basis shall be made by Company to Contractor in accordance with Contractor's then-current rate schedule; Contractor shall furnish Company its rate schedule prior to commencing any such Work and notify Company in writing of any changes in the rate schedule. Neither payment for nor use of Work in whole or in part by Company shall constitute acceptance of any Work or materials which do not conform to Contract terms and specifications or settlement of any unsettled claims, liabilities, duties, liens or other encumbrances. Contractor shall keep accurate books and records of all Work, and, within two (2) years from the completion of Work under a particular Agreement or the termination of this Contract, whichever is earlier, Company or its representative shall have the right to inspect, copy and audit, during Contractor's normal business hours, its books and records of every description for the purpose of determining the accuracy of any charges, claims or demands relating to Work.

IX. COMPLIANCE In the performance of all Work, Contractor warrants and represents that it and its subcontractors shall comply with all applicable statutes, ordinances, rules and regulations, including but not limited to those administered by the U.S. Occupational Safety and Health Administration, the U.S. Environmental Protection Agency, the U.S. Department of Transportation ("DOT") and state agencies exercising concurrent or similar jurisdiction; and Contractor shall indemnify and hold harmless Company from any and all claims or demands of a penal nature or civil penalties which may arise from violation of such statutes, ordinances, rules and regulations by Contractor or any subcontractor employed by it.

X. COMPANY PREMISES Contractor shall conform and shall require its employees, agents and subcontractors to conform, while at or near the location of the Work or on Company's premises, to all requirements of Company, including, but not limited to, Company's rules of conduct, safety rules, contractor safety policies, routes of ingress and egress and other requirements for the protection of persons or property. Contractor shall provide and take all safety precautions which the nature of the Work may require or indicate and keep the Work location free from accumulations of waste and rubbish. Upon completion of all Work, Contractor shall clean up and dispose all waste and rubbish generated by it or its subcontractors, collect unused material belonging to it or its subcontractors, and restore the location to as clean and orderly a condition as existed prior to commencement of the Work.

XI. ACCIDENT REPORTS Contractor shall report to Company in writing, as soon as practicable, all accidents or occurrences resulting in bodily injury, including death, or damage to or destruction of property arising out of or during the course of performance of any Agreement and, upon request, shall furnish Company with copies of all reports made by Contractor to Contractor's insurer or to others of such accidents and occurrences.

XII. DRUG-FREE WORKPLACE A. Contractor and each of its subcontractors performing Work at any Operational Facility shall establish and enforce within its organization an anti-drug program to assure a drug-free workplace. Contractor's anti-drug program shall include provisions for the auditing by Contractor of its subcontractors' anti-drug programs. "Operational Facility" means the entire premises of each Company processing plant, terminal, loading rack, pipeline, storage facility, warehouse, garage, shop, construction location and field worksite.

B. Contractor represents and warrants that it and its subcontractors shall assign and allow to Work at Operational Facilities only employees who have current negative drug screen results under their employer's anti-drug program. A current result is one based on the most recent drug screen performed within 12 months of a day on which Work is to be performed.

C. Before performing Work at any Operational Facility, Contractor shall furnish and cause each of its subcontractors to furnish Company with documentation of their respective anti-drug programs demonstrating that each program meets or exceeds the requirements of Company's Drug, Alcohol and Illegal Items Policy attached hereto as Exhibit III and meets or exceeds the requirements of any applicable law or regulation. Complete records of the anti-drug program shall be kept at Contractor's and each subcontractor's home office, respectively, and be available for audit by Company during regular office hours. Failure or refusal by Contractor or a subcontractor to establish and maintain a satisfactory anti-drug program, keep adequate records of it, or permit Company to audit compliance with it shall be grounds for immediate suspension of Contractor's and its subcontractor's authorization to proceed with Work or termination of this Contract.

D. Before performing Work at any Operational Facility, Contractor and each subcontractor shall certify to Company in a writing signed by an executive officer of the employer that each employee (identified by name, Social Security Number or employee I.D. number and date of drug screen result) who will perform Work at the Operational Facility has a current negative drug screen result under the employer's anti-drug program. Such certification shall be kept current throughout the duration of the Work, and notice of any change in an employee's certified status shall be given by the employer to Company in writing immediately. Company may exclude from Operational Facilities any Contractor or subcontractor employee who does not have a current certification, and any delay in the performance of Work due to lack of properly certified employees will be for the account of Contractor.

E. On any pipeline or other DOT-regulated work, Contractor and its subcontractors shall also furnish Company with written certification of each employee's negative drug screen results under DOT regulations.

XIII. INSURANCE A. Contractor, at its own expense, shall provide and maintain in force with insurance companies acceptable to Company the kinds of insurance and minimum amounts of coverage set forth in paragraph B, below, to cover all loss and liability for damages on account of bodily injury, including death, and damage to or destruction of property caused by or arising from any and all activities carried on or any and all Work performed under any Agreement. Contractor shall cause its insurer to name Certificate Holder as an additional insured on its Auto, General and Excess Liability insurance policies and grant Certificate Holder a waiver of subrogation on its Workers= Compensation insurance policy. "Certificate Holder" shall have the meaning provided in the Certificate Holder Definition in Exhibit IV. If Contractor fails or refuses to carry out any of the provisions of this Article XIII, Company shall, in addition to any right to recover damages or obtain other relief, have the right to suspend Contractor's authorization to proceed with Work or terminate this Contract.

B. 1) WORKERS= COMPENSATION (Including Occupational Disease) and EMPLOYER'S LIABILITY INSURANCE. Contractor's Workers= Compensation and Employer's Liability coverages shall apply to all employees, including borrowed servants, in accordance with the benefits afforded by the statutory Worker's Compensation Acts, USL & H and Maritime Acts applicable to the State, Territory or District of hire, supervision or place of accident. A waiver of subrogation to Certificate Holder is required. Policy limits shall not be less than:

Worker's Compensation: Statutory Limits.

Employer's Liability: \$500,000, each accident; \$500,000 Disease, policy limit; \$500,000 Disease, each employee.

2) COMMERCIAL GENERAL LIABILITY INSURANCE, as primary policy over all others, covering premises, operations, products and completed operations, independent contractors, and blanket contractual liability. The policy shall cover all liabilities arising out of explosion, collapse and underground ("XCU") hazards. The policy shall be endorsed to provide broad-form property damage, including completed operations, coverage. An "additional insured" endorsement naming Certificate Holder is required. Policy limits shall not be less than:

Bodily Injury: \$500,000 per occurrence, \$1 million aggregate.

Property Damage: \$500,000 per occurrence, \$1 million aggregate.

OR Combined Single Limit (CSL) of \$1 million per occurrence, \$2 million aggregate.

3) COMPREHENSIVE-AUTOMOBILE LIABILITY INSURANCE, as primary policy over all others, covering all owned, hired and non-owned automotive equipment. An "additional insured" endorsement naming Certificate Holder is required. Policy limits shall not be less than:

Bodily Injury: \$500,000 per person, \$500,000 per occurrence/accident.

Property Damage: \$500,000 per occurrence.

OR Combined Single Limit of \$1 million per occurrence.

4) EXCESS/UMBRELLA LIABILITY INSURANCE, to be primary excess over all others:

None.  \$1 million.  \$2 million.  \$3 million.  \$5 million.  Other: \$\_\_\_\_\_.

5) Additional insurance and surety limits:

a)  NONE REQUIRED.

b)  ALL-RISK BUILDER'S RISK POLICY with limits of \$\_\_\_\_\_, Minimum Deductible \$\_\_\_\_\_.

c)  CONTRACTOR'S EQUIPMENT FLOATER POLICY

d)  OWNER/CONTRACTOR'S PROTECTIVE LIABILITY POLICY with minimum limits of \$500,000 CSL.

e)  CRANE COVERAGE -- LIFTER'S LIABILITY POLICY with limits of \$500,000 CSL.

f)  PROFESSIONAL LIABILITY INSURANCE covering acts, errors, omissions, malpractice, as applicable, potentially arising from or pertaining to any Work to be performed by Contractor, its employees, agents or subcontractors; policy limits shall not be less than \$1 million per occurrence; OR in lieu of such insurance, Contractor may furnish an irrevocable letter of credit in form and amount and with an issuer satisfactory to Company.

g)  PERFORMANCE AND MAINTENANCE BOND. Upon execution of this Contract and prior to commencing performance hereunder, Contractor shall execute, with a surety company satisfactory to Company, a Surety Bond to guarantee completion of the Work within the time provided, the payment of all claims and the fulfillment of all obligations arising, either directly or indirectly, under any Agreement, including but not limited to the defense of all litigation incidental to any Agreement to which Certificate Holder is made a party. The surety limits shall be not less than one hundred percent (100%) of the total estimated contract price or as agreed to by Company. In lieu of such surety bond, Contractor may cause to be issued an irrevocable letter of credit payable to the order of Company in such amount, in a form and with an issuer acceptable to Company; or, if acceptable to Company, Contractor may use a combination of surety bond, letter of credit, or corporate or personal guaranty.

h)  POLLUTION LIABILITY

C. Contractor's insurance policies shall be endorsed as follows and in accordance with state law:

Worker's Compensation policy:

1) Blanket waiver of subrogation, OR 2) "The Insurers hereby waive their rights of subrogation against Certificate Holder and any individual, firm, or corporation, their subsidiaries, factors or assigns for whom or with whom the Assured may be working."

Primary General, Auto and Excess Liability Policies:

1) Blanket additional insured endorsement, OR 2) the Form of Additional Insured Endorsement in Exhibit IV.

D. Contractor represents and warrants that at all times during the term of this Contract it shall have furnished or caused to be furnished to Company an original, current certificate of insurance on forms acceptable to Company (most recent ACORD form) reflecting:

- 1) The kinds and amounts of insurance required above.
- 2) The insurance company or companies carrying the required coverages.
- 3) The policy number and the effective and expiration dates of each policy.
- 4) That Certificate Holder will be given thirty (30)-day prior written notice of any material change in or termination of any policy.
- 5) That a waiver of subrogation under Contractor's Worker's Compensation policy has been issued to Certificate Holder.
- 6) That Certificate Holder has been named as an "Additional Insured" on Contractor's primary Auto & General Liability policies and Excess/Umbrella policies.
- 7) That the Broad Form Property Damage and XCU Coverage Endorsements have been attached to all applicable policies.
- 8) The territorial limits of all policies.
- 9) That the indemnification and hold-harmless provisions of this Contract are insured.
- 10) That the "aggregate" as reported in the policy limits in the Certificate of Insurance, has not been exposed or used up by prior or pending claims.
- 11) A Certificate Holder notation reading as shown in the Form of Certificate Holder Notation in Exhibit IV.

E. All policies shall provide that the insurance company will notify Certificate Holder not less than thirty (30) days prior to the termination of any policy and before any changes are made which restrict or reduce the coverage provided or change the name of the insured.

F. Contractor represents and warrants that insurance policies with the coverages and limits required in this Contract have been issued to Contractor and shall remain in full force and effect during the term of this Contract and that none of these policies shall be canceled or changed, so as to change the name of the named insured or restrict or reduce the insurance coverages required by this Contract and described by Contractor's certificate of insurance, without thirty (30)-day prior written notice of such cancellation or change being delivered by Contractor to Certificate Holder at the address shown in the Form of Certificate Holder Notation in Exhibit IV.

G. Contractor shall require each of its subcontractors to provide the foregoing coverages as well as any other coverages that Contractor may consider necessary, all to be endorsed with the above-specified waiver of subrogation and additional insured wording; and any deficiency in the coverages, policy limits or endorsements of said subcontractors will be the sole responsibility of Contractor.

H. It is understood and agreed by Contractor and Company that the coverages granted to the Certificate Holder "additional insured" in Contractor's policies of insurance as required in this Contract are to apply on a primary basis over all other valid and collectible insurance owned by and or available to the "additional insured." It is further understood and agreed by Contractor and Company that such coverages provided by Contractor to the "additional insured" are applicable to liability associated with the operations, products, completed operations, premises, equipment and or vehicles contemplated by this Contract. Contractor shall be solely responsible for any deductible or self-insured retention associated with the coverages granted to the Aadditional insured.@

**XIV. INDEMNITY EXCEPT AS EXPRESSLY LIMITED IN THIS CONTRACT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AND THEIR SUCCESSORS, HEIRS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND AND CHARACTER (INCLUDING, BUT NOT LIMITED TO, ALL COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES) ("CLAIMS") TO THE EXTENT CAUSED BY OR ARISING FROM CONTRACTOR'S OR ITS SUBCONTRACTORS' FAULT OR NEGLIGENT PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER ANY AGREEMENT, WHICH MAY BE ASSERTED BY ANY THIRD PARTY, GOVERNMENTAL AGENCY OR ENTITY, CONTRACTOR, OR CONTRACTOR'S EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS OR THEIR EMPLOYEES OR AGENTS. THIS DUTY OF INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, CLAIMS RELATING TO OR ARISING OUT OF BREACH OF CONTRACT, DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS (INCLUDING, WITHOUT LIMITATION, POLLUTION OR ENVIRONMENTAL DAMAGE), ANY THEORY OF STRICT LIABILITY, AND ANY CIVIL OR CRIMINAL FINES OR PENALTIES RELATING TO OR ARISING UNDER ANY CLAIM. WHERE A CLAIM IS THE RESULT OF THE JOINT OR CONCURRING NEGLIGENCE OF CONTRACTOR AND AN INDEMNIFIED PARTY, CONTRACTOR'S DUTY OF INDEMNIFICATION AS SET FORTH IN THIS ARTICLE XIV SHALL BE IN PROPORTION TO ITS ALLOCABLE SHARE OF SUCH JOINT OR CONCURRING NEGLIGENCE.**

**XV. PATENTS AND LICENSES** A. Contractor represents and warrants that the use or construction of any and all tools, equipment and processes furnished by Contractor and used in any Work does not and shall not infringe on any license or patent which has been issued or applied for; and, in addition to all other indemnifying provisions contained in this Contract, Contractor agrees to indemnify, defend and hold Company harmless from any and all claims, demands, and causes of action of every kind and character in favor of or made by any patentee, licensee or claimant of any right or priority to such tool, equipment or process, or the use or construction thereof, which may result from or arise out of furnishing or use of any such tool, equipment, or process by Contractor.

B. Contractor warrants that it has obtained, or will obtain, an assignment of any original work of authorship created by any of its employees or independent contractors during the performance by Contractor of its duties and obligations under any Agreement. Contractor further warrants that it will disclose such original works of authorship to Company on a timely basis and will timely assign such rights to Company.

C. Contractor warrants that it has obtained, or will obtain, from its employees and independent contractors an assignment of all rights in any new and useful process, machine, manufacture or composition of matter, and any new and useful improvement thereof made by any of them in the course of the performance of Contractor's duties and obligations under any Agreement. Contractor further warrants that it will promptly disclose any new and useful process, machine, manufacture or composition of matter and any new and useful improvement thereof made by any of its employees or independent contractors in the course of the performance of Contractor's duties and obligations under any Agreement and will assign such rights to Company on demand.

XVI. SURVIVAL As part of the consideration for this Contract, Contractor hereby agrees that its provisions concerning indemnity, warranty, waiver of subrogation and patent infringement shall extend to and be enforceable by and shall inure to the benefit of any owner, joint owner, co-venturer, operator or non-operator for which Company is acting and shall survive completion of any Work and the termination of this Contract.

XVII. SUBCONTRACTING A. No subcontract may be awarded by Contractor unless approved in advance by Company in writing. Contractor shall be and remain primarily liable for all obligations assumed by Contractor under this Contract. Contractor's subcontracting of any portion of the Work shall not release or relieve Contractor from any obligation or liability under any Agreement. Contractor shall furnish Company with a true and complete copy of each subcontract awarded by Contractor within five (5) days after such subcontract is executed. Contractor shall oversee and be responsible for the performance of its subcontractors and keep accurate books, records and accounts and furnish such reports and information as Company may request relative to subcontracts.

B. Contractor represents and warrants that, prior to entry on Company's premises: 1) each subcontractor shall be given a copy of this Contract and any related Agreement (provided, however, Contractor may strike out or delete provisions pertaining to its compensation), 2) each subcontractor shall be familiar with each Contract term and condition, and 3) each subcontractor shall agree, to the extent of its respective portions of the Work, to perform fully each Contract term and condition.

XVIII. DEFAULT If Contractor breaches any warranty contained in any Agreement, or if any of Contractor's representations contained in any Agreement shall be found to be false, or if Contractor fails to prosecute the Work, or fails to make the progress set forth in any Agreement, or fails to pay any indebtedness when due, or fails to perform any of the conditions of or obligations assumed under any Agreement, or becomes insolvent, or if any voluntary or involuntary proceedings are instituted by or against Contractor in bankruptcy or insolvency, or if a receiver, trustee or assignee is appointed for the benefit of creditors of Contractor ("Events of Default"), Company may, if it so elects and without prejudice to any other rights or remedies it may have in law or equity:

- 1) suspend Contractor's authorization to proceed with Work,
- 2) remove Contractor from Company's Approved Contractor List,
- 3) terminate this Contract or any Agreement,
- 4) suspend payment in whole or in part under any Agreement until the Event of Default has been remedied, and/or,
- 5) take the Work remaining to be completed wholly or partly out of the hands of Contractor or any other person in whose hands or possession the Work or any part of it may be, in which event Company may award such Work to another contractor. Contractor in such event, in the manner and to the extent directed by Company, and only to such extent, shall assign to Company all of the rights of Contractor under its work orders, purchase orders and subcontracts relating to the Work.

XIX. TERMINATION Either party may terminate this Contract by giving the other party thirty (30)-day prior written notice, but neither party shall, by the termination of this Contract, be relieved of its respective obligations and liabilities arising from or incidental to Work performed prior to termination. Except as expressly provided in this Contract, it may not be terminated during the performance of any Agreement.

XX. FORCE MAJEURE If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under any Agreement, then on such party giving notice and full particulars of such force majeure in writing to the other party as soon as practicable after the occurrence of the cause relied on, then the obligation of the party giving such notice, so far and only insofar as affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall be remedied with all reasonable dispatch. "Force majeure" means acts of God, strikes, lockouts or labor disputes involving a general stoppage of Work on the job, civil disturbance, military action, rules, regulations, orders or acts of governmental authority, or other similar causes beyond the control of Company or Contractor. The requirement that events of force majeure be remedied with all reasonable dispatch shall not require the settlement of labor matters when such course is inadvisable in the judgment of the party having the difficulty.

XXI. ENTIRE AGREEMENT This Contract and any Agreement represent the entire agreement of the parties. No provision of any delivery ticket, invoice or other instrument used by Contractor in describing any Work shall supersede the provisions of any Agreement. The terms of this Contract shall prevail over conflicting terms of any Agreement or Work order, oral or written.

XXII. TIME OF THE ESSENCE Time is expressly declared to be of the essence of all Agreements.

XXIII. NON-WAIVER No election by Company under this Contract shall constitute a waiver of any other rights or remedies available to it at law or in equity. Neither waiver by Company nor any amendment of any of the terms, provisions, or conditions of any Agreement shall be effective unless in writing and signed by an authorized representative of Company.

XXIV. NOTICES All notices to be given with respect to this Contract and any Agreement shall be given to Company and to Contractor, respectively, at the address first above written and shall be in writing, postage or delivery charges prepaid. All notices shall be effective upon actual receipt or refusal of delivery by the party to whom given. All sums due to Contractor under any Agreement shall be payable at **Contractor's principal place of business, Garner Environmental Services, Inc., 1717 West 13<sup>th</sup> Street, Deer Park, Harris County, Texas 77536.**

XXV. ASSIGNMENT This Contract shall inure to the benefit of the parties, their successors and assigns. No Agreement or any payment accruing under it is assignable by Contractor, nor may it be pledged by Contractor as security without the prior written consent of Company.

XXVI. GOVERNING LAW This Contract and all Agreements are and shall be deemed to be made and delivered in Harris County, Texas, and shall be governed by and construed in accordance with the law of the State of Texas, without regard for its principles of conflicts of laws. Any legal action arising under this Contract shall be brought in the courts of the State of Texas or of the United States for the Southern District of Texas, Houston Division, to which venue and non-exclusive jurisdiction each party expressly consents for itself and in respect of its property for all purposes.

XXVII. DISPUTES If Company and Contractor have a dispute under any Agreement, they both undertake to explore, in good faith, resolution of the dispute through negotiation, mediation or similar alternative dispute resolution techniques prior to filing litigation. If any litigation or other formal proceeding must be filed by either party to preserve its rights under a statute of limitations or other legal deadline during the pendency of any alternative dispute resolution technique, the party filing such action will not require the other party to answer (if such delay is permitted by applicable rules) and will do all that is otherwise necessary to stay the action until the pending alternative resolution technique is terminated. If either party believes the dispute is not suitable for such alternative dispute resolution techniques, or if such techniques do not produce results satisfactory to the parties, either party may proceed with litigation. If the parties are unable to resolve any dispute by the alternative dispute resolution techniques described above and either party proceeds with litigation, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and necessary disbursements in addition to any relief that a court may grant.

XXVIII. AUTHORIZED REPRESENTATIVE Contractor represents and warrants that the person executing this Contract and any Agreement on behalf of Contractor is a duly authorized representative of Contractor and is vested with full authority to bind Contractor.

XXIX. CONFIDENTIAL INFORMATION A. All information concerning the business, customers, products, processes and trade secret information of Company ("Confidential Information") which may come into the possession of Contractor during the course of the negotiation or performance of this Contract or any Agreement is confidential to Company, shall be used by Contractor for the sole purpose of providing services to Company under this Contract and shall not be disclosed by Contractor to any third party without the prior written consent of Company. All Confidential Information shall become and remain the property of Company and shall be deemed to have been entrusted to Contractor only for the limited purposes of this Contract, and Contractor will not, without the prior written consent of Company use, reproduce or copy, or permit the use, reproduction or copying of any Confidential Information; provided, however, Contractor may make adequate reproductions and copies for the purpose of carrying out the Work. All Confidential Information received or created by Contractor and any reproductions or copies thereof made by Contractor shall be delivered to Company at any time prior to termination of this Contract at the request of Company and shall be delivered to Company immediately upon termination of this Contract. Nothing contained in this Contract or in any disclosures made by Company under it shall be construed to grant to Contractor any license or other rights of Company in or to Confidential Information or under any copyright or patent which has been or may in the future be issued with respect to Confidential Information.

B. Contractor will not be bound by the provisions of this Article XXIX with respect to information which:

- (1) was available to the public prior to receipt of such information by Contractor pursuant to any Agreement;
- or
- (2) becomes available to the public subsequent to receipt of such information by Contractor pursuant to any Agreement and through no fault of Contractor; or
- (3) was already in Contractor's possession and not acquired, either directly or indirectly, from Company under an obligation of confidentiality; or
- (4) subsequently is obtained from a third party who is lawfully in possession of such information and who is not under a contractual or fiduciary obligation to Company or another person with respect to such information.

XXX. TENSE, GENDER AND NUMBER Unless expressly provided otherwise, the use in this Contract of the past, present or future tense shall include the others, the masculine, feminine or neuter gender shall include the others, and the singular or plural number shall include the other.

XXXI. HEADINGS The titles to the articles of this Contract are for the convenience of the parties, only; they are not a part of the Contract and shall have no effect in the construction or interpretation of it.

XXXII EXHIBITS The Exhibits checked below and attached to this Contract are incorporated in and made a part of it for all purposes:

- |                                     |              |                                      |
|-------------------------------------|--------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Exhibit I    | Scope of Work                        |
| <input checked="" type="checkbox"/> | Exhibit II   | Price & Invoicing                    |
| <input checked="" type="checkbox"/> | Exhibit III  | Drug, Alcohol & Illegal Items Policy |
| <input checked="" type="checkbox"/> | Exhibit IV   | Insurance                            |
| <input type="checkbox"/>            | Exhibit V    | Schedule                             |
| <input type="checkbox"/>            | Exhibit VI   | Drawings & Attachments               |
| <input type="checkbox"/>            | Exhibit VII  | General Requirements                 |
| <input type="checkbox"/>            | Exhibit VIII | Consultant Terms & Conditions        |
| <input type="checkbox"/>            | Exhibit IX   |                                      |

In the event of any conflict between the foregoing terms of this Contract and the Exhibits, the foregoing terms shall prevail.

**ENTERPRISE PRODUCTS OPERATING L.P.**

By Enterprise Products OLPGP, INC., its general partner

By: *T. Feyst*   
Title: *Vice President, Emergency Management Administration*

**GARNER ENVIRONMENTAL SERVICES, INC.**

**CONTRACTOR**

By: *Otis Chambers*   
Title: *EXECUTIVE VICE PRESIDENT*

SERVICE AGREEMENT.DOC

**EXHIBIT I**

**SCOPE OF WORK**

Contractor's Work will be:

EMERGENCY RESPONSE AND RELATED SERVICES TO BE PERFORMED ON AS NEEDED, AS AVAILABLE BASIS SUBJECT TO CIRCUMSTANCES THEN EXISTING.

**EXHIBIT II**

**PRICE AND INVOICING**

**IN ACCORDANCE WITH CONTRACTOR'S CURRENT RATE SHEET.**

## EXHIBIT III

## ENTERPRISE PRODUCTS OPERATING L.P.

## POLICY

ILLEGAL AND UNAUTHORIZED ITEMS AT  
OPERATIONAL FACILITIES AND IN OPERATIONAL VEHICLES

Enterprise is committed to providing a safe working environment for its employees, visitors, and contract personnel.

**THE POSSESSION, USE, SALE, TRANSFER, RECEIPT OR PRESENCE AND BEING UNDER THE INFLUENCE OF DANGEROUS DRUGS OR CONTROLLED SUBSTANCES (EXCEPT AS LAWFULLY PRESCRIBED FOR THE PERSON IN POSSESSION AND DISCLOSED BY A PHYSICIAN'S ADVISORY FORM), DRUG PARAPHERNALIA OR ALCOHOLIC BEVERAGES ARE FORBIDDEN AT, UPON OR WITHIN ENTERPRISE OPERATIONAL FACILITIES AND OPERATIONAL VEHICLES.**

Operational facilities include the entire premises of all terminals, processing plants, loading racks, pipelines, storage, warehouses, garages, shops, construction locations and field worksites. Operational vehicles include all vehicles (tractors, trailers, transports and pickups) bearing an external company name, logo, trade name, trademark or placard.

Dangerous drugs include all drugs and devices which are prohibited by Federal or State law from being dispensed without a prescription. Controlled substances include cocaine, marijuana, narcotics and all other drugs and materials which are controlled under Federal or State law. Drug paraphernalia includes roach clips, gram scales and any other property or material which Enterprise deems is intended or has been adapted or modified for drug use. Alcoholic beverages include liquor, beer and wine, except liquor, beer and wine stored in passenger vehicles. "Under the influence" means having detectable levels of dangerous drugs, controlled substances or alcohol in the blood or urine.

Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be unfit for duty will be released from duty and may be subject to a physical examination at a designated medical facility. Refusal to comply with a fitness-for-duty examination may result in disciplinary action up to and including DISCHARGE.

Any employee who uses or is found to be in possession or under the influence of these illegal or unauthorized items at, upon or within these Enterprise facilities or vehicles will be relieved from duty immediately and subject to disciplinary action up to and including DISCHARGE. Others who use or are found to be in possession or under the influence of such items at, upon or within these Enterprise facilities or vehicles will be removed from Enterprise's vehicles and facilities and denied future admission to Enterprise property.

Enterprise reserves the right to search, inspect and submit to laboratory testing persons and property found at, upon or within Enterprise facilities or vehicles. Entry onto operational facilities or vehicles constitutes consent to searches or inspections. Any employee who refuses to submit his person or property to search, inspection or testing or who refuses to consent to the release of medical information in connection with a company physical examination or relevant to any accident, injury or incident involving the employee and relating to the safety, health or welfare of the employee, other employees or the public will be relieved from duty immediately and subject to disciplinary action up to and including DISCHARGE; others at, upon or within Enterprise facilities or vehicles who refuse to submit their persons or property to search, inspection or testing will be removed from and denied future admission to Enterprise property.

Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of other employees, the public, or company facilities, or where such usage adversely affects the public trust in the ability of the company to carry out its responsibilities, is also cause for disciplinary action, up to and including DISCHARGE. Employees who are arrested for off-the-job drug activity may be considered in violation of this policy. In deciding what action to take, the company will take into consideration the nature of the charges, the employee's present assignment and record with the company, and the impact of the employee's arrest upon the conduct of the company's business.

Employees who wish to report drug or alcohol use in violation of this policy should contact the appropriate Vice President in charge of their group or the Vice President -- Human Resources, directly. The company will make every effort to protect anonymity, and such information will be treated in confidence.

Enterprise requires that all prescriptions and over-the-counter medicines at Enterprise operational facilities and in Enterprise operational vehicles be in original containers, with prescriptions showing the name and doctor of the person in possession. Any employee of an operational facility or driver of an operational vehicle who is taking a prescription drug must furnish his supervisor, before reporting to duty, with a Physician's Advisory form identifying the drug and certifying that, taken as directed, it will not impair the employee's physical qualifications to perform his duties and must carry with him while on duty a copy of the Physician's Advisory form acknowledged by his supervisor.

**EXHIBIT IV  
INSURANCE**

**1. Certificate Holder Definition**

"Certificate Holder" shall mean Enterprise Products Partners L.P., Enterprise Products Operating L.P., Enterprise Products GP, LLC, Enterprise Products OLPGP, Inc., Enterprise Products Company, Belvieu Environmental Fuels<sup>7</sup>, Sabine Propylene Pipeline, L.P., Baton Rouge Pipeline, LLC., Belle Rose NGL Pipeline, LLC., Chunchula Pipeline Company, LLC, Propylene Pipeline Partnership, L.P., Cajun Pipeline Company, LLC, HSC Pipeline Partnership, L.P., Sorrento Pipeline Company, LLC, Enterprise Products Texas Operating L.P., EPIK Gas Liquids LLC, EPIK Terminaling L.P., Baton Rouge Fractionators LLC, Baton Rouge Propylene Concentrator, LLC, Enterprise Gas Processing LLC, Enterprise NGL Pipelines LLC, Enterprise NGL Private Lines & Storage LLC, Enterprise Fractionation LLC, Enterprise Norco LLC, Enterprise LOU-TEX Propylene Pipeline L.P., Enterprise LOU-TEX NGL Pipeline L.P., Grand Isle Pipeline LLC., Mid-America Pipeline Company LLC, Seminole Pipeline Company, Wilprise Pipeline Company LLC, each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any equipment or facility operated by Enterprise Products Operating L.P.

**2. Form of Additional Insured Endorsement**

It is agreed that such insurance as is afforded by the policy shall apply to Enterprise Products Partners L.P., Enterprise Products Operating L.P., Enterprise Products GP, LLC, Enterprise Products OLPGP, Inc., Enterprise Products Company, Belvieu Environmental Fuels<sup>7</sup>, Sabine Propylene Pipeline, L.P., Baton Rouge Pipeline, LLC., Belle Rose NGL Pipeline, LLC., Chunchula Pipeline Company, LLC, Propylene Pipeline Partnership, L.P., Cajun Pipeline Company, LLC, HSC Pipeline Partnership, L.P., Sorrento Pipeline Company, LLC, Enterprise Products Texas Operating L.P., EPIK Gas Liquids LLC, EPIK Terminaling L.P., Baton Rouge Fractionators LLC, Baton Rouge Propylene Concentrator, LLC, Enterprise Gas Processing LLC, Enterprise NGL Pipelines LLC, Enterprise NGL Private Lines & Storage LLC, Enterprise Fractionation LLC, Enterprise Norco LLC, Enterprise LOU-TEX Propylene Pipeline L.P., Enterprise LOU-TEX NGL Pipeline L.P., Grand Isle Pipeline LLC., Mid-America Pipeline Company LLC, Seminole Pipeline Company, Wilprise Pipeline Company LLC, each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, to whom the named insured is obligated by contract to provide such insurance, but only to the extent of coverage required by such contracts as respects operations performed in connection with the insured and only if such contract was agreed to in writing or orally by the named insured or his/its representatives prior to the occurrence of any loss under such contract.

**3. Form of Certificate Holder Notation**

Enterprise Products Partners L.P., Enterprise Products Operating L.P., Enterprise Products GP, LLC, Enterprise Products OLPGP, Inc., Enterprise Products Company, Belvieu Environmental Fuels<sup>7</sup>, Sabine Propylene Pipeline, L.P., Baton Rouge Pipeline, LLC., Belle Rose NGL Pipeline, LLC., Chunchula Pipeline Company, LLC, Propylene Pipeline Partnership, L.P., Cajun Pipeline Company, LLC, HSC Pipeline Partnership, L.P., Sorrento Pipeline Company, LLC, Enterprise Products Texas Operating L.P., EPIK Gas Liquids LLC, EPIK Terminaling L.P., Baton Rouge Fractionators LLC, Baton Rouge Propylene Concentrator, LLC, Enterprise Gas Processing LLC, Enterprise NGL Pipelines LLC, Enterprise NGL Private Lines & Storage LLC, Enterprise Fractionation LLC, Enterprise Norco LLC, Enterprise LOU-TEX Propylene Pipeline L.P., Enterprise LOU-TEX NGL Pipeline L.P., Grand Isle Pipeline LLC., Mid-America Pipeline Company LLC, Seminole Pipeline Company, Wilprise Pipeline Company LLC, each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, arising from the work to be performed under oral or written contract.

P. O. Box 573  
Mont Belvieu, Texas 77580  
Attention: Purchasing

**4. Additional Terms for Work to be Performed in Louisiana**

In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation Act, La. R.S. 23:1021 et seq., Company and Contractor agree that all Work and operations performed by Contractor and its employees pursuant to the Contract are an integral part of and are essential to the ability of Company to generate Company's goods, products and services for purposes of La. R.S. 23:1061(A)(1). Furthermore, Company and Contractor agree that Company is the principal or statutory employer of Contractor's employees for purposes of La. R.S. 23:1061(A)(3). This provision is included for the sole purpose of establishing a statutory employer relationship to gain the benefits expressed in La.R.S. 23:1031 and La.R.S. 23:1061(a), and it is not intended to create an employer-employee relationship for any other purpose. Irrespective of Company's status as the statutory employer or special employer (as defined in La. R.S. 23:1031(c)) of Contractor's employees, Contractor shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Company.

This Section 4 applies to the extent, and only to the extent, that the laws of the State of Louisiana are applicable to any Work conducted under the terms and provisions of the Contract. In further consideration of the amounts or other consideration to be received by Contractor pursuant to the Contract, Company and Contractor agree that Contractor shall be responsible for the payment of all compensation benefits paid by Contractor and/or Contractor's underwriters. Contractor stipulates and agrees that Company shall be named as an alternate employer under any and all worker's compensation insurance coverage maintained by Contractor. Contractor acknowledges that the price or other consideration for said performance, service, work, or operations includes an amount necessary for Contractor to pay for such insurance coverage and stipulates and agrees that any such insurer (or the Contractor, if self-insured) shall agree to waive any and all rights of subrogation, contribution or indemnity against Company thereunder.

**EXHIBIT VIII**  
**CONSULTANT TERMS & CONDITIONS**

**A. Reports**

If any data, measurements, assessments, test results or analyses related to Company's facilities, operations, actual or proposed activities ("Data") or any interpretations thereof or recommendations based thereupon are to be contained in any letter, compilation, report or other document ("Report") prepared by Contractor for Company hereunder, Contractor shall submit the Report to Company in draft form for review and approval by Company before any Report in final form is prepared and issued by Contractor; and no Report shall be issued by Contractor in final form without such prior approval. Upon the completion of a Report in final form or upon a determination in Company's sole discretion that no Report shall be issued by Contractor with respect to any matter, Contractor shall destroy all drafts and preliminary versions of such Report. Company and Contractor hereby expressly agree and acknowledge that Contractor's services hereunder specifically exclude the provision of legal advice to Company, and Contractor shall refrain from expressing in any Report conclusions or opinions concerning Company's compliance with or violation of any statute, regulation, ordinance, rule or order of any federal, state or local governmental authority. Contractor shall employ no intemperate, exaggerated, speculative or inflammatory language in any Report and shall make only reasonable, accurate and truthful statements of fact, opinion and professional judgement.

**B. Confidentiality**

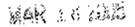
1. Contractor shall take all reasonable steps to safeguard Confidential Information against unauthorized disclosure and assure that the confidentiality provisions of this Contract are not violated.
2. If Contractor wishes to use third-party services requiring disclosure of Confidential Information to that third party, Recipient will notify Company, requesting that an appropriate confidentiality agreement be executed by Company with such third party. Company will advise Contractor in writing when it has concluded such a confidentiality agreement and authorize disclosure of Confidential Information by Contractor to such third party; provided, however, Company shall be under no obligation to enter into a confidentiality agreement with any third party referred to it by Contractor.



U.S. Department  
of Transportation

430 Seventh St. S.W.  
Washington, D.C. 20580

**Pipeline and  
Hazardous Materials  
Safety Administration**



TO ALL OPERATORS OF ONSHORE OIL PIPELINES

Re: Response Management Systems

This letter is to clarify the National Incident Management System (NIMS) and the response management systems required in pipeline Facility Response Plans (FRPs). The Office of Pipeline Safety (OPS) published the Final Rule amending Part 194 of Title 49 of the Code of Federal Regulations, Response Plans for Onshore Oil Pipelines on February 23, 2005 (70 FR 8734). The Final Rule made a number of clarifications, one of which was on the response management system described in the plans required by the rule.

Prior to publication of the Final Rule, OPS required operators to establish response management systems in their FRPs that were consistent with the Incident Command System (ICS) in the applicable Area Committee Plans (ACPs). The preamble to the Final Rule states that one aspect of being consistent with the National Contingency Plan (NCP) and the ACPs, is the use of an incident command system, including unified command system procedures for spill response.

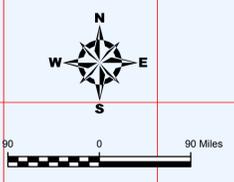
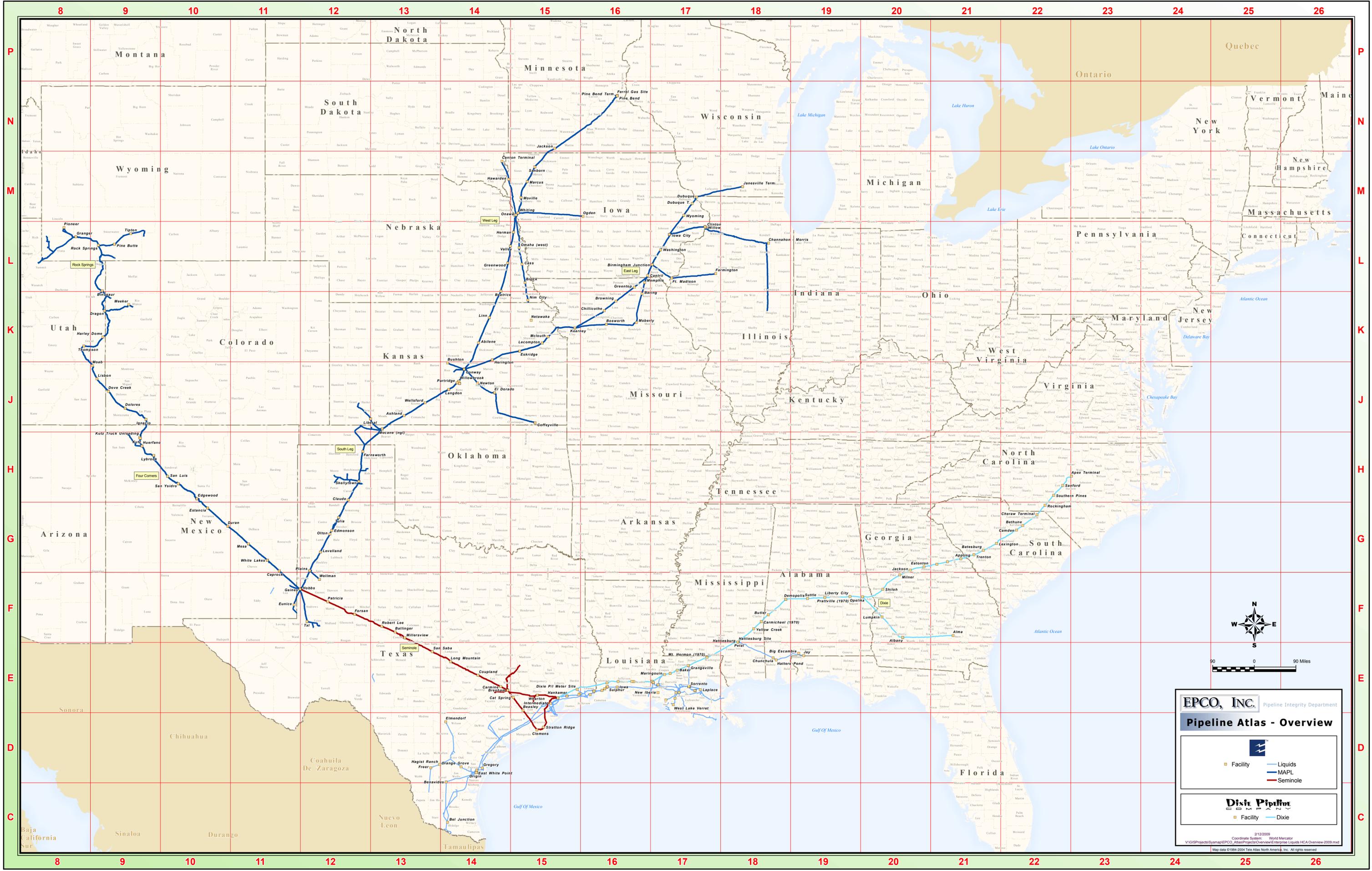
Also, as stated in the preamble, OPS endorses the National Interagency Incident Management System (NIMS). Following the events of 9-11-01, NIMS has been extensively revised for adoption by all federal, state and local agencies and is now called the NIMS.

Operators do not have to adopt the NIMS or modify their response management system to be consistent with the NIMS to comply with the Final Rule. OPS will continue to accept response management systems that adequately address the finance, logistics, operations, planning and command functions consistent with the ICS in the applicable ACPs.

If there are any questions, please contact me at [je.herrick@dot.gov](mailto:je.herrick@dot.gov), by telephone at 202-366-5523, or fax at 202-366-4566.

Sincerely,

L. E. Herrick  
Response Plans Officer



**EPCO, INC.** Pipeline Integrity Department

**Pipeline Atlas - Overview**

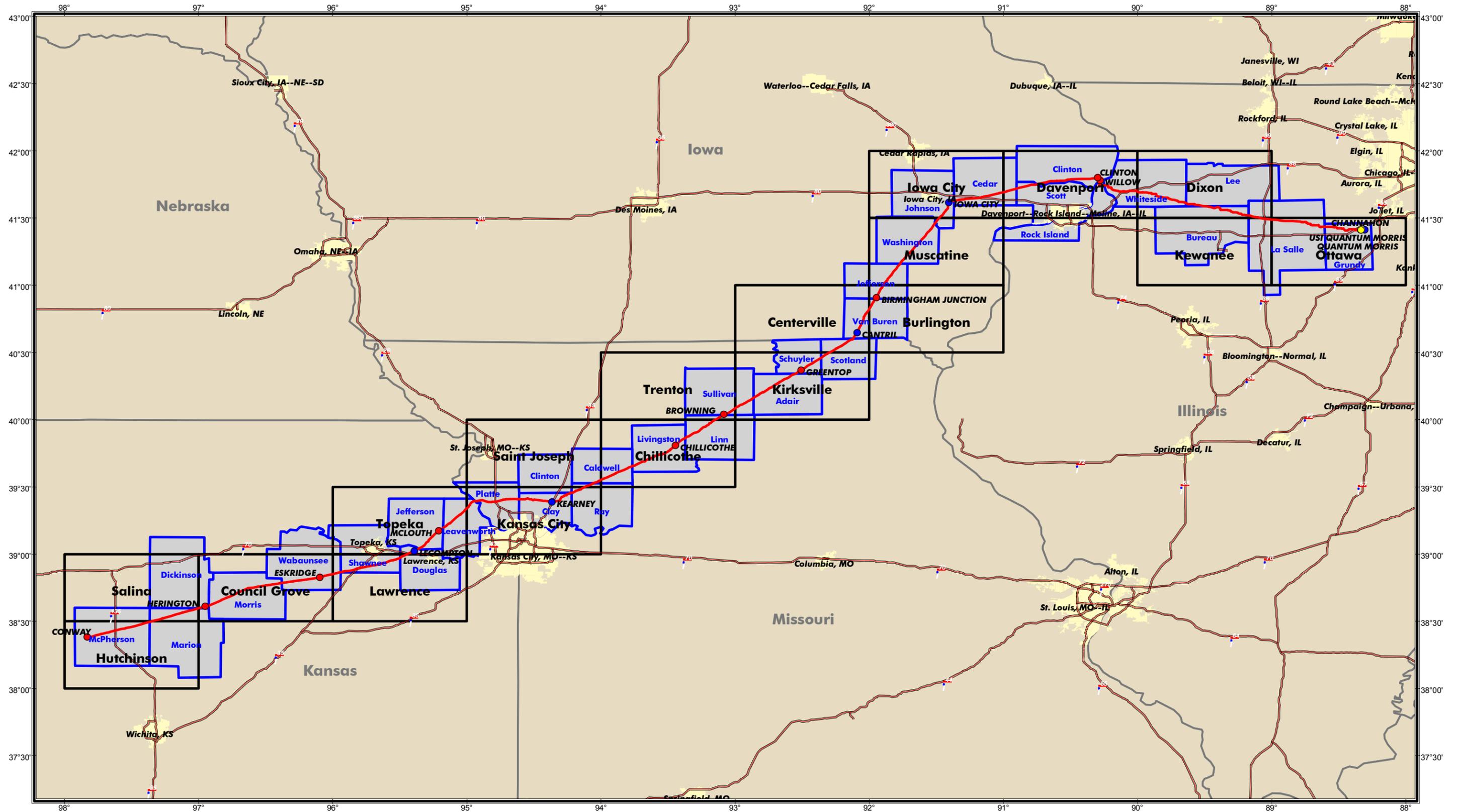
- Facility
- Liquids
- MAPL
- Seminole

**Dixie Pipeline**

- Facility
- Dixie

2/12/2009  
 Coordinate System: World Mercator  
 V:\GIS\Projects\Symap\EPCO\_Atlas\Projects\Overview\Enterprise\_Liquids\_HCA\_Overview\_2009.mxd  
 Map data ©1984-2004 Tele Atlas North America, Inc. All rights reserved.

Maps have been redacted in accordance with the Freedom of Information Act exemption 7f.

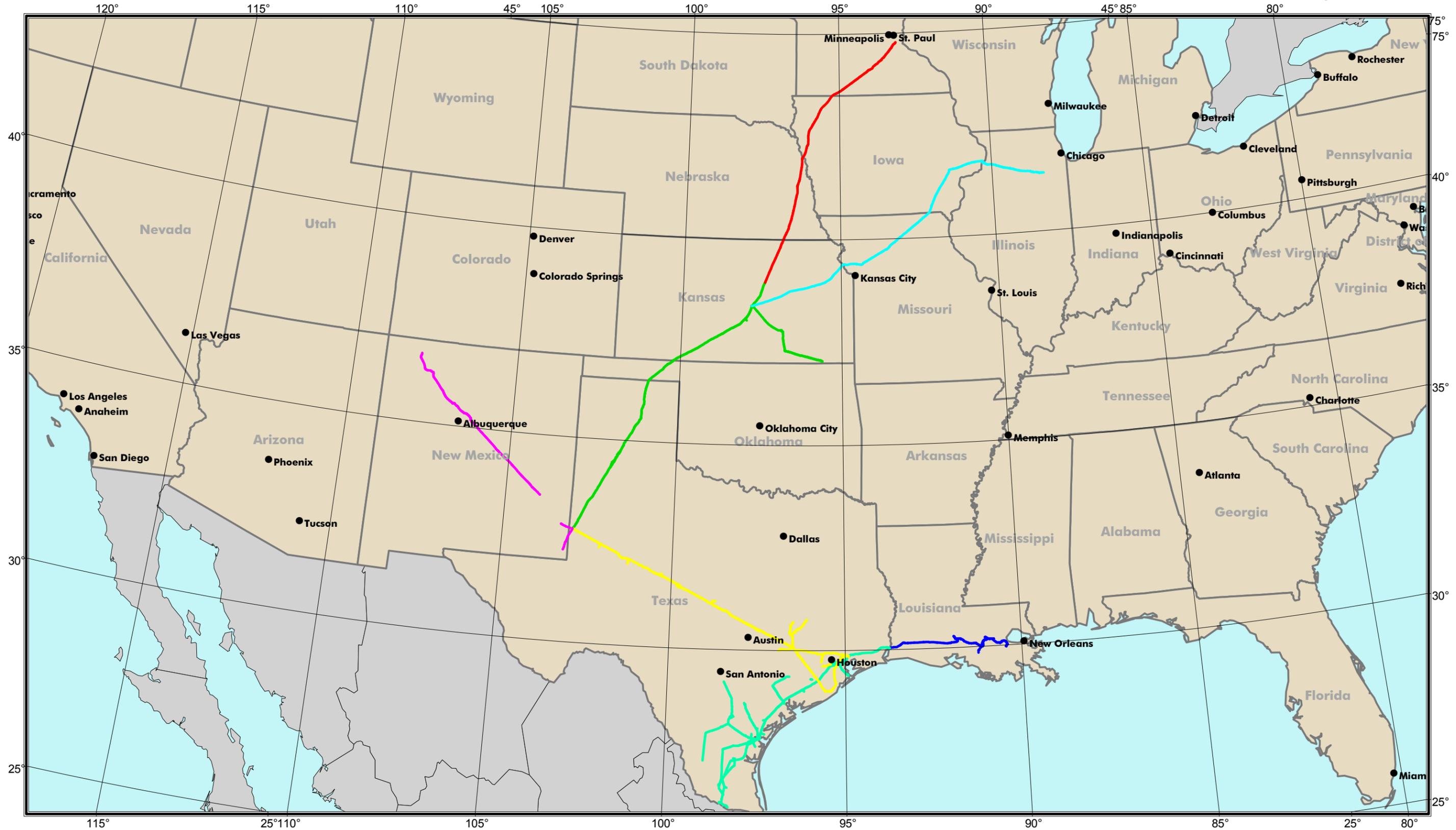


**East Leg Zone Map**

TECHNICAL RESPONSE PLANNING CORPORATION  
www.trpcorp.com | (281) 955-9600



- LEGEND**
- Counties
  - 1:100,000 Quads
  - Interstate
  - USA's High Population Areas
  - Pipeline
  - Terminal
  - Station
  - Other



**FIGURE 1-4 - Pipeline System Overview Map**

**LEGEND**

- Northern Zone
- Central Zone
- Rocky Mountain Zone
- Texas Zone
- Louisiana Zone
- Seminole Zone
- East Leg Zone

100 0 100 Miles

Enterprise.apr

TECHNICAL RESPONSE PLANNING CORPORATION  
www.trpcorp.com | (281) 955-9600



|                   |  |                |             |
|-------------------|--|----------------|-------------|
| <b>EPCO, INC.</b> | Enterprise Products Operating LLC<br>Dixie Pipeline Company<br>Duncan Energy Partners L.P. | Form Number    | EPCO-SF13   |
|                   |  | Effective Date | 09/25/2008  |
|                   | <b>EMERGENCY RESPONSE INCIDENT OR DRILL CRITIQUE</b>                                       |                | Page 1 of 3 |

## Emergency Response Incident or Drill Critique

|   |  |  |   |
|---|--|--|---|
| Incident Location :   |  |  |   |
| Incident Date:  |  |  |   |
| Incident Start time:  |  | Critique Date:                           |   |
| Incident Finish Time:   |  | Critique Time:                           |   |
| <b>1. Type of Event</b>   |  |  |   |
| <input type="checkbox"/> Drill or <input type="checkbox"/> Incident |  |  |   |
| <b>2. Type of Drill</b>   |  |  |   |
| <input type="checkbox"/> Notification                               | <input type="checkbox"/> Announced           | <input type="checkbox"/> Function        | <input type="checkbox"/> Full Scale   |
| <input type="checkbox"/> Tabletop                                   | <input type="checkbox"/> Unannounced         | <input type="checkbox"/> Deployment      | Other:  |
| <b>3. Frequency of Drill</b>  |  |  |   |
| <input type="checkbox"/> Quarter                                    | <input type="checkbox"/> 1 <sup>st</sup>     | <input type="checkbox"/> 2 <sup>nd</sup> | <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> |
| <input type="checkbox"/> Annual Drill                               | <input type="checkbox"/> Semi-Annual Drill   |  |   |
| <b>4. Type of Incident</b>  |  |  |   |
| <input type="checkbox"/> Medical                                    | <input type="checkbox"/> Hazmat Liquid Spill | <input type="checkbox"/> Fire            | <input type="checkbox"/> Weather  |
| <input type="checkbox"/> Rescue                                     | <input type="checkbox"/> Hazmat Gas Release  | <input type="checkbox"/> Security        | Other:  |
| <b>5. Explanation of Incident:</b>                                  |  |  |   |
|   |  |  |   |
| <b>6. Explanation of Actions Taken:</b>                             |  |  |   |
|   |  |  |   |
| <b>7. Positive Points</b>   |  |  |   |
|   |  |  |   |
| <b>8. Points to Improve on</b>                                      |  |  |   |

|  |   |                       |                    |
|--|---|-----------------------|--------------------|
| <b>EPCO, INC.</b>                                    | <b>Enterprise Products Operating LLC<br/>Dixie Pipeline Company<br/>Duncan Energy Partners L.P.</b> | <b>Form Number</b>    | <b>EPCO-SF13</b>   |
|  |   | <b>Effective Date</b> | <b>09/25/2008</b>  |
|  |   |                       | <b>Page 2 of 3</b> |
| <b>EMERGENCY RESPONSE INCIDENT OR DRILL CRITIQUE</b> |   |                       |                    |

|            |   |   |                             |                              |
|------------|---|---|-----------------------------|------------------------------|
|            |   |   |                             |                              |
| <b>9.</b>  | <b>Attachments to this Report</b>   |   |                             |                              |
|            | <input type="checkbox"/> Emergency Response Site Safety and Action Plan                                     | <input type="checkbox"/> Incident Command Organization Chart – NIMS 207 |                             |                              |
|            | <input type="checkbox"/> Emergency Response Incident Log  | <input type="checkbox"/> Evacuation Assembly Area Accountability        |                             |                              |
|            | <input type="checkbox"/> Emergency Response Personnel Roster  | <input type="checkbox"/> Emergency Response Staging Form                |                             |                              |
|            | Other:  |   |                             |                              |
| <b>10.</b> | <b>Critique of Standard Operating Guidelines:</b>   |   |                             |                              |
| a)         | Notification – Were notification procedures followed and adequate?  | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| b)         | Safely Respond – Was the scene approached properly?   | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| c)         | Accountability – Where all personnel accounted for?   | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| d)         | Isolate and Deny Entry – Were zones, corridors, and evacuation routes used properly?                        | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| e)         | Command – Was incident command established and used properly?   | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| f)         | Identification of Material (Hazard Assessment) – Was material identified in an appropriate time and manner? | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| g)         | Assessment/Action Plan – Was written action plan developed and followed?                                    | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| h)         | Protective Equipment – Was PPE identified and used properly?  | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| i)         | Control – Were control techniques applied appropriately?  | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| j)         | Protective Actions – Were protective actions applied appropriately?   | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| k)         | Decontamination – Was decontamination conducted appropriately?  | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |
| l)         | Disposal – Waste material(s) disposed of properly?  | <input type="checkbox"/> Yes  | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
|            | Response Technique Utilized and Corrective Actions:   |   |                             |                              |





|   |  |                       |                  |
|---|--|-----------------------|------------------|
| <b>EPCO, INC.</b>                                     | <b>Enterprise Products Operating LLC</b> | <b>Form Number</b>    | <b>EPCO-SF49</b> |
|   | <b>Dixie Pipeline Company</b>            | <b>Effective Date</b> | <b>09/25/08</b>  |
|   | <b>Duncan Energy Partners L.P.</b>       | <b>Page 1 of 2</b>    |                  |
| <b>EMERGENCY RESPONSE SITE SAFETY AND ACTION PLAN</b> |  |                       |                  |

## Emergency Response Site Safety and Action Plan

|           |  |   |  |   |
|-----------|--|---|--|---|
| <b>1.</b> | <b>Description Section</b>                         |   |  |   |
|           | Location :   |   |  |   |
|           | Date:  |   | Time:                                    |   |
|           | <b>Type of Incident</b>                            |   |  |   |
|           | <input type="checkbox"/> <b>Medical</b>            | <input type="checkbox"/> <b>Hazmat Liquid Spill</b> | <input type="checkbox"/> <b>Fire</b>     | <input type="checkbox"/> <b>Weather</b> |
|           | <input type="checkbox"/> <b>Rescue</b>             | <input type="checkbox"/> <b>Hazmat Gas Release</b>  | <input type="checkbox"/> <b>Security</b> | <b>Other:</b>                           |
|           | <b>Description of Incident</b>                     |   |  |   |
|           |  |   |  |   |
|           | <b>Hazardous Materials Involved</b>                |   |  |   |
|           |  |   |  |   |
| <b>2.</b> | <b>Accountability Section</b>                      |   |  |   |
|           | Accountability Established for Responders?         | YES <input type="checkbox"/>                        | NO <input type="checkbox"/>              |   |
|           | Area Evacuated?                                    | YES <input type="checkbox"/>                        | NO <input type="checkbox"/>              |   |
|           | Are All Evacuees Accounted For?                    | YES <input type="checkbox"/>                        | NO <input type="checkbox"/>              | If no, describe                         |
| <b>3.</b> | <b>Command Section</b>                             |   |  |   |
|           | Location of Command Post:                          |   |  |   |
|           | Incident Commander:                                |   |  |   |
|           | Safety Officer:                                    |   |  |   |
|           | EOC Activated:                                     | YES <input type="checkbox"/>                        | NO <input type="checkbox"/>              | If yes, location:                       |
| <b>4.</b> | <b>Agencies Section</b>                            |   |  |   |
|           | Agencies Involved (Include name of representative) |   |  |   |
|           |  |   |  |   |
| <b>5.</b> | <b>Communications Section</b>                      |   |  |   |
|           | Methods used:                                      | Radio Channel:                                      | Phone Number:                            | Other:                                  |
|           |  |   |  |   |
| <b>6.</b> | <b>Access Zones Section</b>                        |   |  |   |
|           | Is Site Secure?                                    | YES <input type="checkbox"/>                        | NO <input type="checkbox"/>              |   |
|           | Exclusion Zone Description:                        |   |  |   |
|           | Exclusion Zone PPE:                                | Level 1 <input type="checkbox"/>                    | Level 2 <input type="checkbox"/>         | Level 3 <input type="checkbox"/>        |
|           | Other:   |   |  |   |
|           | Contamination Reduction Zone Description:          |   |  |   |
|           | Contamination Reduction Zone PPE:                  | Level 1 <input type="checkbox"/>                    | Level 2 <input type="checkbox"/>         | Level 3 <input type="checkbox"/>        |
|           | Other:   |   |  |   |
|           | Method of Decontamination Used:                    |   |  |   |
|           | Support Zone Description:                          |   |  |   |
|           | Support Zone PPE:                                  | Level 1 <input type="checkbox"/>                    | Other:                                   |   |
|           | Area Monitoring Provided:                          | YES <input type="checkbox"/>                        | NO <input type="checkbox"/>              | Area Monitoring Described:              |
|           |  |   |  |   |
| <b>7.</b> | <b>Emergency Procedures Section</b>                |   |  |   |







**Mid-America Pipeline Company, LLC**  
**EMERGENCY RESPONSE OR DRILL**

FORM 02-OPR-1638 REV. 08/02

|   |                       |                                |              |
|---|-----------------------|--------------------------------|--------------|
| <b>LOCATION NUMBER:</b>   |                       | <b>LOCATION/FACILITY NAME:</b> |              |
| <b>PIPELINE LOCATION:</b>   |                       | <b>COUNTY/PARISH:</b>          |              |
| <b>DATE:</b>  | <b>ATTENDANCE:</b>    | <b>DRILL LENGTH:</b>           |              |
| <b>TYPE OF EXERCISE</b>   |                       |                                |              |
| <input type="checkbox"/> ACTUAL <input type="checkbox"/> ANNOUNCED <input type="checkbox"/> UNANNOUNCED<br><input type="checkbox"/> DEPLOYMENT <input type="checkbox"/> NOTIFICATION <input type="checkbox"/> TABLETOP <input type="checkbox"/> FUNCTIONAL <input type="checkbox"/> FULL SCALE  |                       |                                |              |
| <b>FREQUENCY OF EXERCISE</b>  |                       |                                |              |
| <input type="checkbox"/> QUARTER <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> <input type="checkbox"/> 3 <sup>RD</sup> <input type="checkbox"/> 4 <sup>TH</sup><br><input type="checkbox"/> ANNUAL DRILL <input type="checkbox"/> SEMI-ANNUAL DRILL        |                       |                                |              |
| <b>PARTICIPANTS</b>   |                       |                                |              |
| <b>COMPANY/AGENCY</b>   | <b>CONTACT PERSON</b> | <b>TIME</b>                    | <b>PHONE</b> |
|   |                       |                                |              |
|   |                       |                                |              |
|   |                       |                                |              |
|   |                       |                                |              |
| (IF MORE AGENCIES INVOLVED ATTACH LIST)   |                       |                                |              |
| <b>EXPLANATION OF SCENARIO:</b>   |                       |                                |              |
|   |                       |                                |              |
| <b>LESSONS LEARNED:</b>   |                       |                                |              |
|   |                       |                                |              |
| <b>ANY DEFICIENCIES IDENTIFIED (Page 2):</b> <input type="checkbox"/> YES <input type="checkbox"/> NO<br><b>IF YES, CHANGES IMPLEMENTED?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO<br>IF NO, ARE ACTION ITEMS ENTERED IN ONLINE ACTION ITEM TRACKING DATABASE FOR FOLLOW UP? |                       |                                |              |
|   |                       |                                |              |
| _____<br>SIGNATURE, INCIDENT COMMANDER/PREPARER   |                       |                                |              |



**Mid-America Pipeline Company, LLC**  
**EMERGENCY RESPONSE OR DRILL**

FORM 02-OPR-1638 REV. 08/02

Yes    No    NA

- |                          |                          |                          |   |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Notification – Were notification procedures followed and adequate?                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Safely Respond – Was the scene approached properly?                                     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Isolate and Deny Entry – Were zones, corridors, and evacuation routes used properly?    |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Command – Was incident command established and used properly?                           |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identification of Material – Was material identified in an appropriate time and manner? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Assessment/Action Plan – Was written action plan developed and followed?                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Protective Equipment – Was PPE identified and used properly?                            |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Control – Were control techniques applied appropriately?                                |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Protective Actions – Were protective actions applied appropriately?                     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Decontamination – Was decontamination conducted appropriately?                          |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Disposal – Waste material(s) disposed of properly?                                      |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Termination – Was the incident terminated at the appropriate time, and all de-briefed?  |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Medical – Was medical and/or first aid available and used properly?                     |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Documentation – Was all documentation gathered?   |

\_\_\_\_\_  
 SIGNATURE, INCIDENT COMMANDER/PREPARER

DISTRIBUTION/RETENTION:    5 YEARS-LOCATION





|                   |   |                       |                    |
|-------------------|---|-----------------------|--------------------|
| <b>EPCO, INC.</b> | <b>Enterprise Products Operating LLC</b><br><b>Dixie Pipeline Company</b><br><b>Duncan Energy Partners L.P.</b> | <b>Form Number</b>    | <b>EPCO-SF19</b>   |
|                   |   | <b>Effective Date</b> | <b>12/08/2006</b>  |
|                   | <b>HAZARD ASSESSMENT FORM</b>   |                       | <b>Page 1 of 2</b> |

| HAZARD ASSESSMENT FORM |      |        |                      |                         |  |  |
|------------------------|------|--------|----------------------|-------------------------|--|--|
| Location:              |      |        |                      |                         | Date of Assessment:  |  |
| Area/Region:           |      |        |                      |                         |  |  |
| Conducted By:          |      |        |                      |                         |  |  |
| Area                   | Task | Hazard | Engineering Controls | Administrative Controls | PPE Specified  |  |
|                        |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |  |
|                        |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |  |
|                        |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |  |
|                        |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |  |

|                |  |
|----------------|--|
| <i>Level 1</i> | <i>Safety Glasses or Chemical Goggles, Hard Hat, FRC Garments, Safety Toe Shoes/Boots</i>  |
| <i>Level 2</i> | <i>Chemical Goggles and Face Shield, Hard Hat, FRC Garments, Safety Toe Shoes/Boots, Rubber or Neoprene Gloves, Splash Aprons</i>                  |
| <i>Level 3</i> | <i>Chemical Goggles and Face Shield, Hard Hat, FRC Garments, Safety Toe Rubber Boots, Rubber or Neoprene Gloves, Full slicker or chemical suit</i> |
| <i>Other</i>   | <i>List Special PPE Equipment (i.e., Hearing Protection, Respiratory Protection, Specified Gloves)</i>   |

|                               |   |                       |                    |
|-------------------------------|---|-----------------------|--------------------|
| <b>EPCO, INC.</b>             | <b>Enterprise Products Operating LLC<br/>Dixie Pipeline Company<br/>Duncan Energy Partners L.P.</b> | <b>Form Number</b>    | <b>EPCO-SF19</b>   |
|                               |   | <b>Effective Date</b> | <b>12/08/2006</b>  |
|                               |   |                       | <b>Page 2 of 2</b> |
| <b>HAZARD ASSESSMENT FORM</b> |   |                       |                    |

| Area | Task | Hazard | Engineering Controls | Administrative Controls | PPE Specified  |
|------|------|--------|----------------------|-------------------------|--|
|      |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |
|      |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |
|      |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |
|      |      |        |                      |                         | <input type="checkbox"/> Level 1<br><input type="checkbox"/> Level 2<br><input type="checkbox"/> Level 3<br><input type="checkbox"/> Other |

**Certification of Hazard Assessment:**

I have reviewed the above information and certify that the Hazard assessment was performed for the purpose of identifying workplace hazards and any associated hazard control methods.

Site/Facility Supervisor's Name (printed):

Signature:

Date:

|                |  |
|----------------|--|
| <i>Level 1</i> | <i>Safety Glasses or Chemical Goggles, Hard Hat, FRC Garments, Safety Toe Shoes/Boots</i>  |
| <i>Level 2</i> | <i>Chemical Goggles and Face Shield, Hard Hat, FRC Garments, Safety Toe Shoes/Boots, Rubber or Neoprene Gloves, Splash Aprons</i>                  |
| <i>Level 3</i> | <i>Chemical Goggles and Face Shield, Hard Hat, FRC Garments, Safety Toe Rubber Boots, Rubber or Neoprene Gloves, Full slicker or chemical suit</i> |
| <i>Other</i>   | <i>List Special PPE Equipment (i.e., Hearing Protection, Respiratory Protection, Specified Gloves)</i>   |

**IAP COVER SHEET**

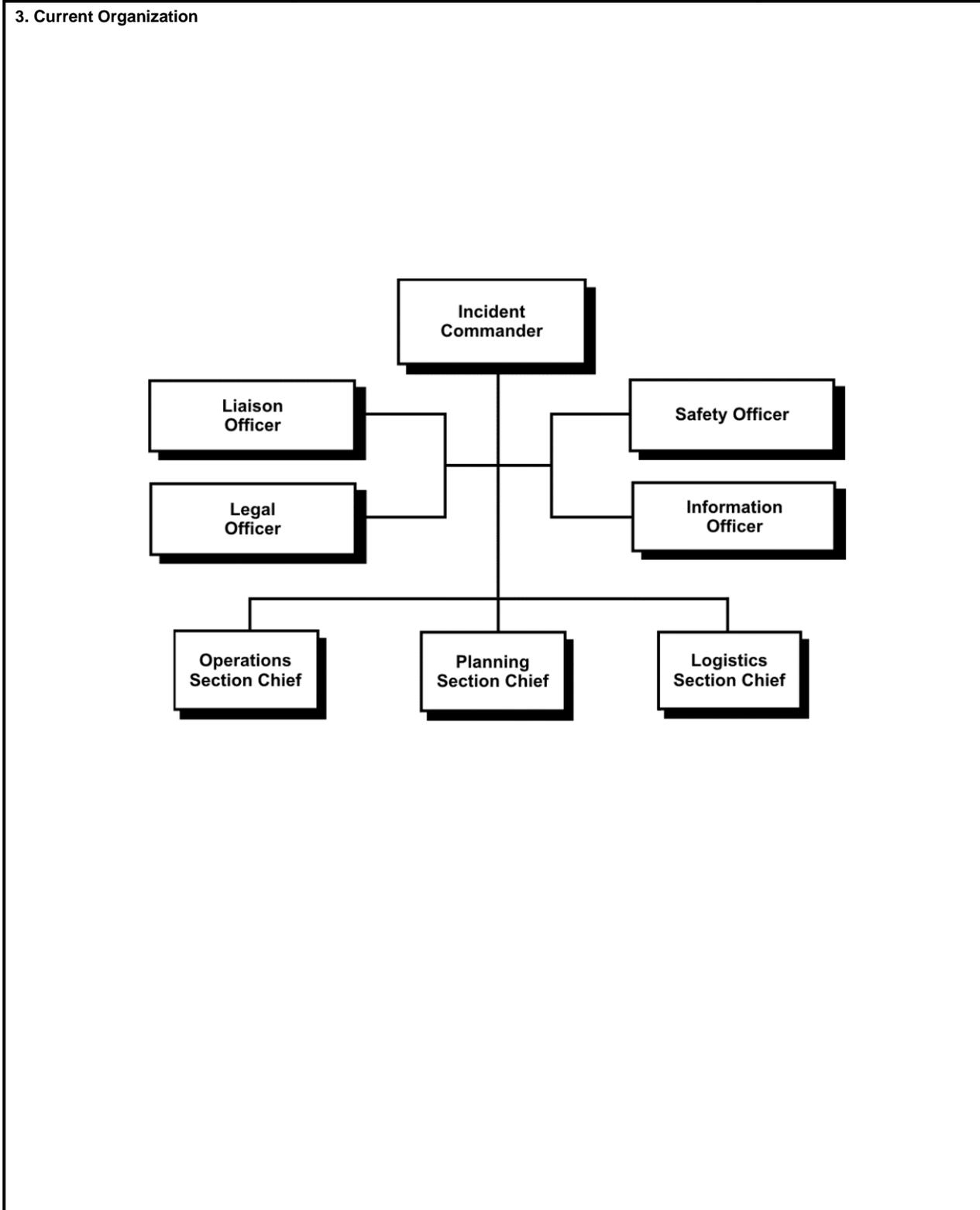
|   |  |                        |
|---|--|------------------------|
| 1. Incident Name:   | 2. Operational Period (Date / Time)<br>From: _____ To: _____ | <b>IAP Cover Sheet</b> |
| <b>3. Approved By:</b><br><br>FOSC _____<br>SOSC _____<br>RPIC _____<br>_____<br>_____  |  |                        |
| <b>INCIDENT ACTION PLAN</b><br><br>The items identified with an "X" below are included in this Incident Action Plan:<br><br><input type="checkbox"/> ICS 202-OS (Response Objectives)<br>_____<br><input type="checkbox"/> ICS 203-OS (Organization List) or <input type="checkbox"/> ICS 207-OS Organization Chart<br>_____<br><input type="checkbox"/> ICS 204-OS (Assignment Lists)<br>One copy each of any ICS 204-OS attachments:<br><input type="checkbox"/> Map<br><input type="checkbox"/> Weather forecast<br><input type="checkbox"/> Tides<br><input type="checkbox"/> Shoreline Cleanup Assessment Team Report for Location<br><input type="checkbox"/> Previous day's progress, problems for location<br>_____<br><input type="checkbox"/> ICS 205-OS (Communications List)<br>_____<br><input type="checkbox"/> ICS 206-OS (Medical Plan)<br>_____<br><input type="checkbox"/> ICS 209-OS (Incident Status Summary)<br>_____<br><input type="checkbox"/> ICS 230-OS (Daily Meeting Schedule)<br>_____<br><input type="checkbox"/> ICS 232-OS (Resources at Risk)<br>_____<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____<br><input type="checkbox"/> _____ |  |                        |
| 4. Prepared By (Planning Section Chief)   |  | Date / Time            |
| <b>IAP Cover Sheet</b> <span style="float: right;">June 2001</span>   |  |                        |



|  |   |   |
|--|---|---|
| <b>1. Incident Name</b>  | <b>2. Prepared by: (name)</b><br>Date _____ Time: _____ | INCIDENT BRIEFING<br>ICS 201-OS (pg 1 of 4) |
| <b>3. Map/Sketch</b> (include maps drawn here or attached, showing the total area of operations, the incident site/area, overflight results, trajectories, Impacted shorelines, or other graphics depicting situational and response status) |   |   |
| INCIDENT BRIEFING  | June 2000   | ICS 201-OS (pg 1 of 4)                      |



|                  |  |   |
|------------------|--|---|
| 1. Incident Name | 2. Prepared by: (name)<br>Date _____ Time: _____ | INCIDENT BRIEFING<br>ICS 201-OS (pg 3 of 4) |
|------------------|--|---|







# ORGANIZATION ASSIGNMENT LIST

|  |      |   |                                       |  |                   |
|--|------|---|---------------------------------------|--|-------------------|
| <b>1. Incident Name:</b>                 |      | <b>2. Operational Period (Date / Time)</b><br>From: _____ To: _____ |                                       | <b>ORGANIZATION ASSIGNMENT LIST</b><br><b>ICS 203-OS</b> |                   |
| <b>3. Incident Commander &amp; Staff</b> |      |   | <b>7. OPERATIONS SECTION</b>          |  |                   |
|  |      | Primary   | Deputy                                | Chief  |                   |
| Federal:                                 |      |   |                                       | Deputy   |                   |
| State:                                   |      |   |                                       | <b>a. Branch I - Division/Groups</b>                     |                   |
| RP(s):                                   |      |   |                                       | Branch Director  |                   |
| Safety Officer                           |      |   |                                       | Deputy   |                   |
| Information Officer                      |      |   |                                       | Division / Group   |                   |
| Liaison Officer                          |      |   |                                       | Division / Group   |                   |
| <b>4. Agency Representative</b>          |      |   | Division / Group                      |  |                   |
| Agency                                   | Name |   | Division / Group                      |  |                   |
|  |      |   | Division / Group                      |  |                   |
|  |      |   | Division / Group                      |  |                   |
|  |      |   | <b>b. Branch II - Division/Groups</b> |  |                   |
|  |      |   | Branch Director                       |  |                   |
|  |      |   | Deputy                                |  |                   |
|  |      |   | Division / Group                      |  |                   |
| <b>5. PLANNING SECTION</b>               |      |   | Division / Group                      |  |                   |
| Chief                                    |      | Division / Group  |                                       |  |                   |
| Deputy                                   |      | Division / Group  |                                       |  |                   |
| Resources Unit                           |      | Division / Group  |                                       |  |                   |
| Situation Unit                           |      | <b>c. Branch III - Division/Groups</b>                              |                                       |  |                   |
| Environmental Unit                       |      | Branch Director   |                                       |  |                   |
| Documentation Unit                       |      | Deputy  |                                       |  |                   |
| Demobilization Unit                      |      | Division / Group  |                                       |  |                   |
| Technical Specialists                    |      | Division / Group  |                                       |  |                   |
|  |      | Division / Group  |                                       |  |                   |
|  |      | Division / Group  |                                       |  |                   |
|  |      | Division / Group  |                                       |  |                   |
|  |      | Division / Group  |                                       |  |                   |
| <b>6. LOGISTICS SECTION</b>              |      |   | Division / Group                      |  |                   |
| Chief                                    |      | <b>d. Air Operations Branch</b>                                     |                                       |  |                   |
| Deputy                                   |      | Branch Director   |                                       |  |                   |
| <b>a. Support Branch</b>                 |      |   | Deputy                                |  |                   |
| Director                                 |      | Division / Group  |                                       |  |                   |
| Supply Unit                              |      | Division / Group  |                                       |  |                   |
| Facilities Unit                          |      | Division / Group  |                                       |  |                   |
| Transportation Unit                      |      | Division / Group  |                                       |  |                   |
| Vessel Support Unit                      |      | Division / Group  |                                       |  |                   |
| Ground Support Unit                      |      | <b>8. FINANCE /ADMINISTRATION SECTION</b>                           |                                       |  |                   |
| <b>b. Service Branch</b>                 |      |   | Chief                                 |  |                   |
| Director                                 |      | Deputy  |                                       |  |                   |
| Communications Unit                      |      | Time Unit   |                                       |  |                   |
| Medical Unit                             |      | Procurement Unit  |                                       |  |                   |
| Food Unit                                |      | Compensation/Claims Unit  |                                       |  |                   |
|  |      | Cost Unit   |                                       |  |                   |
| <b>9. Prepared By: (Resources Unit)</b>  |      |   | <b>Date / Time</b>                    |  |                   |
| <b>ORGANIZATION ASSIGNMENT LIST</b>      |      |   | June 2001                             |  | <b>ICS 203-OS</b> |

**ASSIGNMENT LIST**

PAGE OF

|  |                                 |   |                          |  |                               |
|--|---------------------------------|---|--------------------------|--|-------------------------------|
| <b>1. Incident Name:</b>   |                                 | <b>2. Operational Period (Date / Time)</b><br>From: _____ To: _____ |                          | <b>ASSIGNMENT LIST</b><br><b>ICS 204-OS</b>      |                               |
| <b>3. Branch</b>   |                                 |   | <b>4. Division/Group</b> |  |                               |
| <b>5. Operations Personnel</b>   |                                 |   |                          |  |                               |
|  | NAME                            | AFFILIATION   | Contact #(s)             |  |                               |
| Operations Section Chief:  |                                 |   |                          |  |                               |
| Branch Director:   |                                 |   |                          |  |                               |
| Division/Group Supervisor:   |                                 |   |                          |  |                               |
| <b>6. Resources Assigned This Period:</b>  |                                 |   |                          |  |                               |
| "X" indicates 204a attachment with special instructions                                  |                                 |   |                          |  |                               |
| Strike Team /Task Force/ Resource Identifier   | Leader                          | Contact Info #  | # of persons             | Notes/Remarks                                    | ↓<br><input type="checkbox"/> |
|  |                                 |   |                          |  | <input type="checkbox"/>      |
|  |                                 |   |                          |  | <input type="checkbox"/>      |
|  |                                 |   |                          |  | <input type="checkbox"/>      |
|  |                                 |   |                          |  | <input type="checkbox"/>      |
|  |                                 |   |                          |  | <input type="checkbox"/>      |
|  |                                 |   |                          |  | <input type="checkbox"/>      |
| <b>7. Assignments</b>  |                                 |   |                          |  |                               |
|  |                                 |   |                          |  |                               |
| <b>8. Special Instructions for Division / Group</b>                                      |                                 |   |                          |  |                               |
|  |                                 |   |                          |  |                               |
| <b>9. Communications (radio and/or phone contact numbers needed for this assignment)</b> |                                 |   |                          |  |                               |
| Name / Function  | Radio: Freq. / System / Channel | Phone   | Pager                    |  |                               |
| Emergency Communications   |                                 |   |                          |  |                               |
| Medical  | Evacuation                      | Other   |                          |  |                               |
| <b>10. Prepared By: (Resource Unit Leader)</b>   |                                 | <b>Date / Time</b>  |                          | <b>11. Approved By: (Planning Section Chief)</b> |                               |
|  |                                 |   |                          | Date Time  |                               |
| <b>Assignment List</b>   |                                 |   | June 2001                | <b>ICS 204-OS</b>                                |                               |









## INCIDENT STATUS SUMMARY

| 1. Incident Name   |                     | 2. Period Covered by Report<br>From: _____ To: _____   |                       | Time of Report  |       | INCIDENT STATUS<br>SUMMARY ICS 209-OS |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
|--|---------------------|--|-----------------------|---|-------|---------------------------------------|---------------------|---------------------|-----------------------|----------------|------------------|--|--|-------|--|-----------------|--|-------|--|--|------|----|--|--|--|--------------------|--|--|--|------------|---------------|--|--|--|--|----------|--|---|--|----------|------------|----------|-----|-------|-------|--------------------|--|--|--|--|---------------|---------|--|--|--|-------------|--|----------|--|--|------------|--|--|------|--|---|--|-----------|--------|----------|-----------|--|--|--------------------|--|--|---------------|--|--|--------------------|--|--|---------------|--|--|
| <b>3. Spill Status (Estimated, in Barrels)</b> [Ops & EUL/SSC]<br>Source Status: _____ Remaining Potential (bbl): _____<br><input type="checkbox"/> Secured _____ Rate of Spillage (bbl/hr): _____<br><input type="checkbox"/> Unsecured _____ |                     |  |                       | <b>8. Equipment Resources</b> [RUL]   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Volume Spilled _____<br><b>Mass Balance / Oil Budget</b>   |                     | Since Last Report _____ Total _____  |                       | <table border="1"> <thead> <tr> <th>Description</th> <th>Ordered</th> <th>Available / Staged</th> <th>Assigned</th> <th>Out of Service</th> </tr> </thead> <tbody> <tr><td>Spill Resp. VsIs</td><td></td><td></td><td></td><td></td></tr> <tr><td>Fishing Vessels</td><td></td><td></td><td></td><td></td></tr> <tr><td>Tugs</td><td></td><td></td><td></td><td></td></tr> <tr><td>Barges</td><td></td><td></td><td></td><td></td></tr> <tr><td>Other Vessels</td><td></td><td></td><td></td><td></td></tr> <tr><td>Skimmers</td><td></td><td></td><td></td><td></td></tr> <tr><td>Boom (ft.)</td><td></td><td></td><td></td><td></td></tr> <tr><td>Sbnt/Snr Bm. (ft.)</td><td></td><td></td><td></td><td></td></tr> <tr><td>Vacuum Trucks</td><td></td><td></td><td></td><td></td></tr> <tr><td>Helicopters</td><td></td><td></td><td></td><td></td></tr> <tr><td>Fixed Wing</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> |       | Description                           | Ordered             | Available / Staged  | Assigned              | Out of Service | Spill Resp. VsIs |  |  |       |  | Fishing Vessels |  |       |  |  | Tugs |    |  |  |  | Barges             |  |  |  |            | Other Vessels |  |  |  |  | Skimmers |  |   |  |          | Boom (ft.) |          |     |       |       | Sbnt/Snr Bm. (ft.) |  |  |  |  | Vacuum Trucks |         |  |  |  | Helicopters |  |          |  |  | Fixed Wing |  |  |      |  | <table border="1"> <thead> <tr> <th>Recovered</th> <th>Stored</th> <th>Disposed</th> </tr> </thead> <tbody> <tr><td>Oil (bbl)</td><td></td><td></td></tr> <tr><td>Oily Liquids (bbl)</td><td></td><td></td></tr> <tr><td>Liquids (bbl)</td><td></td><td></td></tr> <tr><td>Oily Solids (tons)</td><td></td><td></td></tr> <tr><td>Solids (tons)</td><td></td><td></td></tr> </tbody> </table> |  | Recovered | Stored | Disposed | Oil (bbl) |  |  | Oily Liquids (bbl) |  |  | Liquids (bbl) |  |  | Oily Solids (tons) |  |  | Solids (tons) |  |  |
| Description  | Ordered             | Available / Staged   | Assigned              | Out of Service  |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Spill Resp. VsIs   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Fishing Vessels  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Tugs   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Barges   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Other Vessels  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Skimmers   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Boom (ft.)   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Sbnt/Snr Bm. (ft.)   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Vacuum Trucks  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Helicopters  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Fixed Wing   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Recovered  | Stored              | Disposed   |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Oil (bbl)  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Oily Liquids (bbl)   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Liquids (bbl)  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Oily Solids (tons)   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Solids (tons)  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| <b>4. Waste Management (Estimated)</b> [Ops / Disposal]  |                     |  |                       | <b>9. Personnel Resources</b> [RUL]   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| <b>5. Shoreline Impacts (Estimated, in miles)</b> [PSC/EUL/SSC]  |                     | Degree of Oiling _____ Affected _____ Cleaned _____ To be Cleaned _____<br>Light _____<br>Medium _____<br>Heavy _____<br>Total _____ |                       | <table border="1"> <thead> <tr> <th>Organization</th> <th>People in Cmd. Post</th> <th>People in the Field</th> <th>Total People On Scene</th> </tr> </thead> <tbody> <tr><td>Federal</td><td></td><td></td><td></td></tr> <tr><td>State</td><td></td><td></td><td></td></tr> <tr><td>Local</td><td></td><td></td><td></td></tr> <tr><td>RP</td><td></td><td></td><td></td></tr> <tr><td>Contract Personnel</td><td></td><td></td><td></td></tr> <tr><td>Volunteers</td><td></td><td></td><td></td></tr> <tr><td colspan="4">Total Response Personnel from all Organizations:</td></tr> </tbody> </table>   |       | Organization                          | People in Cmd. Post | People in the Field | Total People On Scene | Federal        |                  |  |  | State |  |                 |  | Local |  |  |      | RP |  |  |  | Contract Personnel |  |  |  | Volunteers |               |  |  | Total Response Personnel from all Organizations: |  |          |  | <table border="1"> <thead> <tr> <th>Captured</th> <th>Cleaned</th> <th>Released</th> <th>DOA</th> <th>Euth.</th> <th>Other</th> </tr> </thead> <tbody> <tr><td>Birds</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>Mammals</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>Reptiles</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>Fish</td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td>Total</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> |  | Captured | Cleaned    | Released | DOA | Euth. | Other | Birds              |  |  |  |  |               | Mammals |  |  |  |             |  | Reptiles |  |  |            |  |  | Fish |  |   |  |           |        | Total    |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Organization   | People in Cmd. Post | People in the Field  | Total People On Scene |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Federal  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| State  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Local  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| RP   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Contract Personnel   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Volunteers   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Total Response Personnel from all Organizations:   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Captured   | Cleaned             | Released   | DOA                   | Euth.   | Other |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Birds  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Mammals  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Reptiles   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Fish   |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| Total  |                     |  |                       |   |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| <b>6. Wildlife Impacts</b> [Ops / Wildlife Br.]<br>Numbers in ( ) indicate subtotal that are threatened / endangered species.  |                     |  |                       | <b>10. Special Notes</b>  |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| <b>7. Safety Status</b> _____ [Safety Officer]   |                     | Since Last Report _____ Total _____<br>Responder Injury _____<br>Public Injury _____   |                       | <b>11. Prepared by (Situation Unit Leader)</b>  |       |                                       |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |
| <b>INCIDENT STATUS SUMMARY</b>   |                     |  |                       | June 2001   |       | <b>ICS 209-OS</b>                     |                     |                     |                       |                |                  |  |  |       |  |                 |  |       |  |  |      |    |  |  |  |                    |  |  |  |            |               |  |  |  |  |          |  |   |  |          |            |          |     |       |       |                    |  |  |  |  |               |         |  |  |  |             |  |          |  |  |            |  |  |      |  |   |  |           |        |          |           |  |  |                    |  |  |               |  |  |                    |  |  |               |  |  |







# Operational Planning Worksheet

|                          |   |  |
|--------------------------|---|--|
| <b>1. Incident Name:</b> | <b>2. Operational Period (Date / Time)</b><br>From: _____ To: _____ | <b>OPERATIONAL PLANNING WORKSHEET</b><br><b>ICS 215-OS</b> |
|--------------------------|---|--|

|                                   |                        | 5. Resource / Equipment |  |  |  |  |  |  |  |  |  |  |  | 9. "X" here if 204a Needed |                       |                          |                              |  |                          |
|-----------------------------------|------------------------|-------------------------|--|--|--|--|--|--|--|--|--|--|--|----------------------------|-----------------------|--------------------------|------------------------------|--|--------------------------|
| 3.Division / Group<br>Or Location | 4. Work<br>Assignments | Resource                |  |  |  |  |  |  |  |  |  |  |  |                            | 6. Notes /<br>Remarks | 7. Reporting<br>Location | 8. Requested<br>Arrival Time |  |                          |
|                                   |                        | Req.                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Have                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Need                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Req.                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Have                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Need                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Req.                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Have                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Need                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Req.                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Have                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Need                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Req.                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Have                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |
|                                   |                        | Need                    |  |  |  |  |  |  |  |  |  |  |  |                            |                       |                          |                              |  | <input type="checkbox"/> |

|                                      |  |                               |
|--------------------------------------|--|-------------------------------|
| <b>10. Total Resources Required:</b> |  | <b>13. Prepared By: (RUL)</b> |
| <b>11. Total Resources on Hand:</b>  |  | Date: _____ Time: _____       |
| <b>12. Total Resources Needed:</b>   |  |                               |

| RADIO REQUIREMENTS WORKSHEET               |           |                | 1. INCIDENT NAME                         |           |                | 2. DATE                                  |           |                | 3. TIME                                  |           |                |
|--|-----------|----------------|--|-----------|----------------|--|-----------|----------------|--|-----------|----------------|
| 4. BRANCH                                  |           |                | 5. AGENCY                                |           |                | 6. OPERATIONAL PERIOD                    |           |                | 7. TACTICAL FREQUENCY                    |           |                |
| 8. DIVISION/GROUP<br>_____<br>AGENCY _____ |           |                | DIVISION/<br>GROUP _____<br>AGENCY _____ |           |                | DIVISION/<br>GROUP _____<br>AGENCY _____ |           |                | DIVISION/<br>GROUP _____<br>AGENCY _____ |           |                |
| 9. AGENCY                                  | ID<br>NO. | RADIO<br>RQMTS | AGENCY                                   | ID<br>NO. | RADIO<br>RQMTS | AGENCY                                   | ID<br>NO. | RADIO<br>RQMTS | AGENCY                                   | ID<br>NO. | RADIO<br>RQMTS |
|  |           |                |  |           |                |  |           |                |  |           |                |
| 216 ICS 3-82                               |           |                | PAGE                                     |           |                | 10. PREPARED BY (COMMUNICATIONS UNIT)    |           |                |  |           |                |

| 1. INCIDENT NAME                | 2. DATE | 3. OPERATIONAL PERIOD<br>(DATE/TIME) |     |           | RADIO FREQUENCY<br>ASSIGNMENT WORKSHEET<br>ICS 217 |  |
|---------------------------------|---------|--------------------------------------|-----|-----------|--|--|
| <b>4. INCIDENT ORGANIZATION</b> |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
| 5. RADIO DATA                   | SOURCE  | FUNCTION                             | CH# | FREQUENCY | TOTAL BY REQ.                                      |  |
| INCIDENT COMMANDER              |         |                                      |     |           |  |  |
| SAFETY OFFICER                  |         |                                      |     |           |  |  |
| OPERATIONS SECTION CHIEF        |         |                                      |     |           |  |  |
| AIR OPERATIONS                  |         |                                      |     |           |  |  |
| AIR TACTICAL SUPERVISOR         |         |                                      |     |           |  |  |
| PLANNING SECTION CHIEF          |         |                                      |     |           |  |  |
| GROUND SUPPORT UNIT             |         |                                      |     |           |  |  |
| BASE UNIT                       |         |                                      |     |           |  |  |
| COM CENTER                      |         |                                      |     |           |  |  |
| BRANCH                          |         |                                      |     |           |  |  |
| DIVISION                        |         |                                      |     |           |  |  |
| DIVISION                        |         |                                      |     |           |  |  |
| BRANCH                          |         |                                      |     |           |  |  |
| DIVISION                        |         |                                      |     |           |  |  |
| DIVISION                        |         |                                      |     |           |  |  |
| BRANCH                          |         |                                      |     |           |  |  |
| DIVISION                        |         |                                      |     |           |  |  |
| DIVISION                        |         |                                      |     |           |  |  |
| <b>6. Agency</b>                |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
|                                 |         |                                      |     |           |  |  |
| ICS 217                         | Page    | Prepared By:                         |     |           |  |  |



**T-CARD ICS 219-OS**

|               |             |                                  |                |
|---------------|-------------|----------------------------------|----------------|
| <b>AGENCY</b> | <b>TYPE</b> | <b>MANUFACTURER<br/>NAME/NO.</b> | <b>ID. NO.</b> |
|---------------|-------------|----------------------------------|----------------|

|                                       |                               |
|---------------------------------------|-------------------------------|
| <b>ORDER/REQUEST<br/>NO.</b>          | <b>DATE/TIME<br/>CHECK IN</b> |
| <b>HOME BASE</b>                      |                               |
| <b>DEPARTURE POINT</b>                |                               |
| <b>PILOT NAME</b>                     |                               |
| <b>DESTINATION POINT</b>              | <b>ETA</b>                    |
| <b>REMARKS</b>                        |                               |
| <b>INCIDENT LOCATION</b>              | <b>TIME</b>                   |
| <b>STATUS</b><br><input type="text"/> |                               |
| <b>ETR</b>                            |                               |
| <b>NOTE</b>                           |                               |
| <b>INCIDENT LOCATION</b>              | <b>TIME</b>                   |
| <b>STATUS</b><br><input type="text"/> |                               |
| <b>ETR</b>                            |                               |
| <b>NOTE</b>                           |                               |

|               |             |                     |                |
|---------------|-------------|---------------------|----------------|
| <b>AGENCY</b> | <b>TYPE</b> | <b>MANUFACTURER</b> | <b>ID. NO.</b> |
|---------------|-------------|---------------------|----------------|

|                                       |             |
|---------------------------------------|-------------|
| <b>INCIDENT LOCATION</b>              | <b>TIME</b> |
| <b>STATUS</b><br><input type="text"/> |             |
| <b>ETR</b>                            |             |
| <b>NOTE</b>                           |             |
| <b>INCIDENT LOCATION</b>              | <b>TIME</b> |
| <b>STATUS</b><br><input type="text"/> |             |
| <b>ETR</b>                            |             |
| <b>NOTE</b>                           |             |
| <b>INCIDENT LOCATION</b>              | <b>TIME</b> |
| <b>STATUS</b><br><input type="text"/> |             |
| <b>ETR</b>                            |             |
| <b>NOTE</b>                           |             |

### AIR OPERATIONS SUMMARY

| <b>1. Incident Name</b>   |               | <b>2. Operational Period (Date / Time)</b><br>From: _____ To: _____ |      |               |   | <b>AIR OPERATIONS SUMMARY</b><br><b>ICS 220-OS</b>                        |          |                       |                    |  |
|---|---------------|---|------|---------------|---|---|----------|-----------------------|--------------------|--|
| <b>3. Distribution</b><br><input type="checkbox"/> Fixed-Wing Bases <span style="margin-left: 300px;"><input type="checkbox"/> Helibase</span>  |               |   |      |               |   |   |          |                       |                    |  |
| <b>4. Personnel and Communications</b><br><br><div style="display: flex; justify-content: space-between;"> <span>Air Operations Director</span> <span>Air / Air Frequency</span> <span>Air / Ground Frequency</span> </div><br>Air Operations Director<br>Air Tactical Supervisor<br>Air Support Supervisor<br>Helicopter Coordinator<br>Fixed-Wing Coordinator |               |   |      |               |   | <b>5. Remarks (Spec. Instructions, Safety Notes, Hazards, Priorities)</b> |          |                       |                    |  |
| 6. Location / Function  | 7. Assignment | 8. Fixed-Wing   |      | 9. Helicopter |   | 10. Time  |          | 11. Aircraft Assigned | 12. Operating Base |  |
|   |               | NO.   | TYPE | NO.           | TYPE  | Available   | Commence |                       |                    |  |
|   |               |   |      |               |   |   |          |                       |                    |  |
|   |               |   |      |               |   |   |          |                       |                    |  |
|   |               |   |      |               |   |   |          |                       |                    |  |
|   |               |   |      |               |   |   |          |                       |                    |  |
|   |               |   |      |               |   |   |          |                       |                    |  |
|   |               |   |      |               |   |   |          |                       |                    |  |
| <b>13. Totals</b>   |               |   |      |               |   |   |          |                       |                    |  |
| <b>14. Air Operation Support Equipment</b>  |               |   |      |               | <b>15. Prepared By</b> _____ <b>Date / Time</b> _____ |   |          |                       |                    |  |
| <b>AIR OPERATIONS SUMMARY</b>   |               |   |      |               | June 2001   |   |          | <b>ICS 220-OS</b>     |                    |  |

|   |   |  |
|---|---|--|
| <b>1. Incident Name</b>   | <b>2. Operational Period (Date / Time)</b><br>From: _____ To: _____ | <b>DEMOB. CHECK-OUT<br/>ICS 221-OS</b> |
| <b>3. Unit / Personnel Released</b>   |   | <b>4. Release Date / Time</b>          |
| <p><b>5. Unit / Personnel</b></p> <p>You and your resources have been released, subject to signoff from the following:<br/>(Demob. Unit Leader "X" appropriate box(es))</p> <p>Logistics Section</p> <p><input type="checkbox"/> Supply Unit _____</p> <p><input type="checkbox"/> Communications Unit _____</p> <p><input type="checkbox"/> Facilities Unit _____</p> <p><input type="checkbox"/> Ground Unit _____</p><br><p>Planning Section</p> <p><input type="checkbox"/> Documentation Unit _____</p><br><p>Finance / Admin. Section</p> <p><input type="checkbox"/> Time Unit _____</p><br><p>Other</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> |   |  |
| <p><b>6. Remarks</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>  |   |  |
| <b>7. Prepared by:</b> _____  |   | <b>Date / Time</b> _____               |
| <b>DEMOB. CHECK-OUT</b>   |   | <b>ICS 221-OS</b>                      |

| <b>1. Incident Name</b>  |                                    | <b>2. Operational Period (Date/Time)</b>   |  | <b>DAILY MEETING SCHEDULE</b> |  |
|--|------------------------------------|--|--|-------------------------------|--|
|  |                                    | From:                      To:   |  | <b>ICS 230-OS</b>             |  |
| <b>3. Meeting Schedule (Commonly-held meetings are included)</b> |                                    |  |  |                               |  |
| Date/Time  | Meeting Name                       | Purpose  | Attendees  | Location                      |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  | Tactics Meeting                    | Develop primary and alternate Strategies to meet Incident Objectives for the next operational period.              | PSC, OPS, LSC, EUL, RUL & SUL  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  | Planning Meeting                   | Review status and finalize strategies and assignments to meet incident objectives for the next operational period. | Determined by the IC / UC  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  | Operations Briefing                | Present IAP and assignments to the Supervisors/Leaders for the next operational period.                            | IC / US, Command Staff, General Staff, Branch Directors, Div. Sups., Task Force / Strike Team Leaders and Unit Leaders |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  | Unified Command Objectives Meeting | Review/identify objectives for the next operational period.  | Unified Command members  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
|  |                                    |  |  |                               |  |
| <b>4. Prepared By:</b> (Situation Unit Leader)                   |                                    |  | <b>Date/Time:</b>  |                               |  |
| DAILY MEETING SCHEDULE   |                                    | March, 2000  | ICS 230-OS   |                               |  |

|   |                      |                                      |
|---|----------------------|--------------------------------------|
| 1. Incident Name                                      | 2. Meeting Date/Time | <b>MEETING SUMMARY</b><br>ICS 231-OS |
| 3. Meeting Name                                       |                      |                                      |
| 4. Meeting Location                                   |                      |                                      |
| 5. Facilitator  |                      |                                      |
| 6. Attendees  |                      |                                      |
| 7. Notes (with summary of decisions and action items) |                      |                                      |
| 8. Prepared by:                                       |                      | Date/Time                            |
| MEETING SUMMARY                                       | June 2000            | ICS 231-OS                           |



# Management of Change Request Form



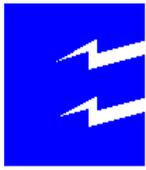
|  |  |  |  |   |
|--|--|--|--|---|
| <b>Asset Name:</b>   |  | <b>Change Request Number: CR-</b>        |  |   |
| <b>Asset Location:</b>                                     |  | Originator:                              |  |   |
| Proposed Date of Change:                                   |  | Date of Origination:                     |  |   |
| Associated Work Order Number:                              |  | Process Area:                            |  |   |
| <input type="checkbox"/> Permanent                         | <input type="checkbox"/> Temporary                       | Expiration Date if Temporary Change:     |  |   |
| Line No:   | Drwg. No:  | Equipment No.                            |  |   |
| Detailed Description of Change (Scope):                    |  |  |  |   |
| Technical Basis for Change (Justification):                |  |  |  |   |
| <b>Nature of the Change:</b>                               |  |  |  |   |
| <b>Change affects:</b>                                     | <input type="checkbox"/> Safety                          | <input type="checkbox"/> Operations      | <input type="checkbox"/> Environmental     | <input type="checkbox"/> Maintenance <input type="checkbox"/> Other |
| <b>Type of Change:</b>                                     |  |  |  |   |
| <input type="checkbox"/> Equipment                         | <input type="checkbox"/> Process                         | <input type="checkbox"/> Instrumentation | <input type="checkbox"/> Piping            | <input type="checkbox"/> Other:                                     |
| <input type="checkbox"/> Material                          | <input type="checkbox"/> Procedure                       | <input type="checkbox"/> Chemical        | <input type="checkbox"/> Controls/Setpoint |   |
| Conceptual Approval  | Supervisor: Manager:                                     |  | Date: Date:                                |   |
| <b>Pre-Modification Checklist (tasks):</b>                 | <b>Required?</b>   | <b>Assigned Responsibility</b>           | <b>Due Date</b>                            | <b>Date Completed</b>   |
| Elect. Area Classification Drwg. Review                    | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Electrical/Controls Design Review                          | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Environmental Review                                       | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Mechanical Design Review                                   | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| P&ID Changes (Conceptual)                                  | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| PFD Changes (Conceptual)                                   | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Pipeline Integrity Review                                  | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Facility Integrity Review                                  | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Process Design Review                                      | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Process Hazard Analysis - <b>Required</b>                  | <input checked="" type="checkbox"/> Yes                  |  |  |   |
| PSM Considerations   | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| RMP Considerations   | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Job Plan   | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Operating Procedures                                       | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
| Maintenance Procedures                                     | <input type="checkbox"/> Yes <input type="checkbox"/> NA |  |  |   |
|  |  |  |  |   |
| <b>Pre-modification Approvals (Ready for construction)</b> | <b>Name Approved</b>                                     | <b>Approval Date</b>                     | <b>Signature Approved</b>                  |   |
| Originator   |  |  |  |   |
| Field Engineer (Required Approval)                         |  |  |  |   |
| Pipeline Supervisor (Required Approval)                    |  |  |  |   |
| Safety/PSM Coord. (Required Approval)                      |  |  |  |   |
| Manager  |  |  |  |   |

# Management of Change Request Form



| Pre-Startup Checklist                        | Required?                    |                             | Assigned Responsibility | Due Date           | Date Completed |
|--|------------------------------|-----------------------------|-------------------------|--------------------|----------------|
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Affected personnel informed                  | <input type="checkbox"/> Yes |                             |                         |                    |                |
| Contractor Requirements changed              | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Emergency Procedure changes                  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Maintenance Procedure Completed              | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Operating Procedures Completed               | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Operations Control Procedures Completed      | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Personnel Trained on Procedure (documented)  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Chemical Inventory List update               | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Environmental Permit Confirmation -filed     | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Cathodic Protection Completed                | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Cause & Effect Matrix Updated (P&ID)         | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Electrical/Instrument Drawing Updated        | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Equipment File Update Completed              | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Valve and Equipment Tagging                  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Surge Analysis revision                      | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| MOP/MAOP changes                             | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Maintenance Report Completed                 | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Process Description (Job Books on site)      | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| P&ID Changes (Redline)                       | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| PFD Changes (Redline)                        | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Map (Redline)                                | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Visitor Orientation update                   | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Workplace Hazard Assessment revision         | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| PHA Recommendations Completed                | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| PSSR (Pre-Startup Safety Review)             | <input type="checkbox"/> Yes |                             |                         |                    |                |
| Is there an exceptions list for this PSSR?   | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Other  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
|  | <input type="checkbox"/> Yes | <input type="checkbox"/> NA |                         |                    |                |
| Pre-Startup Approvals<br>(Ready for startup) | Name Approved                |                             | Approval Date           | Signature Approved |                |
| Originator                                   |                              |                             |                         |                    |                |
| Pipeline Operations Supervisor (required)    |                              |                             |                         |                    |                |
| Engineering                                  |                              |                             |                         |                    |                |
| Maintenance Coordinator                      |                              |                             |                         |                    |                |
| Manager                                      |                              |                             |                         |                    |                |
| Safety/PSM Coordinator (required)            |                              |                             |                         |                    |                |
|  |                              |                             |                         |                    |                |

**NOTE: ALL DOCUMENTATION MUST BE WITH THE CHANGE REQUEST FOR VERIFICATION PRIOR TO THE PSSR.**



ENTERPRISE®

# Enterprise Products Operating L.P.

## Western Operations

### Preliminary Incident Report

Distribution as indicated below: Make hard copy for local Management and fax copies to the rest.

|                 |             |             |               |  |
|-----------------|-------------|-------------|---------------|--|
| cc: J. Q. Adams | R. Hoskins  | T. Whitaker | K. Bodenhamer | Corp. Office:<br>C. Crain    T. Hurlburt    F. Chapman |
| K. Geiman       | D. Tarpley  | D. Andrews  | R. Jamieson   |  |
| D. Holland      | J. Kingston | R. Cantu    | J. Stoolman   |  |
| B. Cranford     | C. DeMeyer  | B. Wilson   | B. Mueller    |  |

1. **Date of Incident:** \_\_\_\_\_ **Start Time of Incident:** \_\_\_\_\_  
**Unit/Location:** \_\_\_\_\_ **End Time of Incident:** \_\_\_\_\_

2. **Describe What Occurred** (for more space, use Section 7 or additional pages as necessary)

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3. **Suspected Cause of Incident** (be as specific as possible)

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4. **Corrective Actions Taken:**

(a) **Temporary** (actions that temporarily safeguard the situation or event from reoccurring (e.g., extinguished fire, cleaned up spill, placed oil booms into the ditch, roped off area, etc.))

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(b) **Permanent** (actions that permanently safeguard, or are intended to permanently safeguard, the situation or event from reoccurring (e.g., wrote work order to repair equipment, suggested new engineering design, removed tripping hazard, replaced leaking valve, etc.))

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5. **Incident Involved:** (Check all applicable items)

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Fire                    | <input type="checkbox"/> Employee Injury        | <input type="checkbox"/> Gas Release*              |
| <input type="checkbox"/> Equipment Damage        | <input type="checkbox"/> Liquid Chemical Spill* | <input type="checkbox"/> Public or Off-Site Impact |
| <input type="checkbox"/> Other: (describe below) |   |  |

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Contractor Injury/Involvement

\_\_\_\_\_  
Contractor Company Name

**PRELIMINARY INCIDENT REPORT****Area:** Western Operations**Date:** \_\_\_\_\_**6. Names of Witnesses to the Incident:** (Also indicate company name for contractors.)

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**7. Additional Information:**


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**8. Preservation of Information Checklist:** (Check all applicable items)

Check those items that apply:

**Comments**

|  |  |
|--|--|
| <input type="checkbox"/> Secured Incident Site for Further Investigation                                   |  |
| <input type="checkbox"/> Ambient Weather Conditions Noted  |  |
| <input type="checkbox"/> Noise Levels/Lighting Conditions Noted  |  |
| <input type="checkbox"/> Photograph/Sketch of Incident Scene Prepared                                      |  |
| <input type="checkbox"/> Computerized Process Data/Strip Charts Retained                                   |  |
| <input type="checkbox"/> People / Equipment Positions Identified<br>(before, during, after)                |  |
| <input type="checkbox"/> Physical Evidence Retained**<br>(chemical samples, failed mechanical parts, etc.) |  |

\*\* Physical evidence must be retained until the investigation has been completed or the item(s) has been released by an investigation team leader.

1. The Operations Unit Supervisor should retain all evidence until the Supervisor's Incident and Information Summary Report has been completed. Per the EPOLP Incident Investigation Program, this report must be completed prior to the end of the shift during which the incident occurred.
2. If any evidence is being requested by another group (e.g., Maintenance), the Shift Supervisor should contact the Area Supervisor and secure his/her consent prior to releasing the evidence.
3. Any evidence not requested by other groups should then be forwarded to the Area Supervisor.



**PRELIMINARY INCIDENT REPORT****Area:** Western Operations**Date:** \_\_\_\_\_**10. Initial Witness Observations:** (Please print. Attach additional pages if necessary)

[To be filled out by witness(es).]

Witness 1

|  |       |
|--|-------|
| 1. Name:   | _____ |
| 2. Job Title:                                    | _____ |
| 3. Work Location:                                | _____ |
| 4. Description of Incident:                      | _____ |
|  | _____ |
|  | _____ |
| 5. Time and Location:                            | _____ |
| 6. Weather / Noise / Lighting:                   | _____ |
| 7. Positions of other Employees:                 | _____ |
|  | _____ |
| 8. Actions of other Employees:                   | _____ |
|  | _____ |
| 9. Conditions/Positions of Material & Equipment: | _____ |
|  | _____ |
| 10. Emergency Response Actions:                  | _____ |

Witness 2

|  |       |
|--|-------|
| 1. Name:   | _____ |
| 2. Job Title:                                    | _____ |
| 3. Work Location:                                | _____ |
| 4. Description of Incident:                      | _____ |
|  | _____ |
|  | _____ |
| 5. Time and Location:                            | _____ |
| 6. Weather / Noise / Lighting:                   | _____ |
| 7. Positions of other Employees:                 | _____ |
|  | _____ |
| 8. Actions of other Employees:                   | _____ |
|  | _____ |
| 9. Conditions/Positions of Material & Equipment: | _____ |
|  | _____ |
| 10. Emergency Response Actions:                  | _____ |

**PRELIMINARY INCIDENT REPORT**

**Area:** Western Operations

**Date:** \_\_\_\_\_

**10. Initial Witness Observations (continued)** [To be filled out by witness(es).]

**Witness 3**

|  |                         |
|--|-------------------------|
| 1. Name:   | _____                   |
| 2. Job Title:                                    | _____                   |
| 3. Work Location:                                | _____                   |
| 4. Description of Incident:                      | _____<br>_____<br>_____ |
| 5. Time and Location:                            | _____                   |
| 6. Weather / Noise / Lighting:                   | _____                   |
| 7. Positions of other Employees:                 | _____<br>_____          |
| 8. Actions of other Employees:                   | _____<br>_____          |
| 9. Conditions/Positions of Material & Equipment: | _____<br>_____          |
| 10. Emergency Response Actions:                  | _____                   |

**Prepared by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Supervisor's Signature

\* Attach copies of any other regulatory reporting forms of notification to any state and federal regulatory agencies.

|   |   |   |
|---|---|---|
| <b>11. PSM Committee Response Section</b> |   | II No. _____  |
| Incident Investigation                    | <input type="radio"/> Yes<br><input type="radio"/> No | [Type: <input type="radio"/> Major (Formal) <input type="radio"/> Minor (Informal)] |
| PSM Committee Comments:                   |   |   |
| _____<br>_____<br>_____                   |   |   |
| Reviewed by:                              | _____   | Date: _____   |
| PSM Committee Representative              |   |   |