

Note: All tabloid documents and other uploaded files, including letters, maps, diagrams, contracts and additional information are located at the end of this document. These files are listed in the same order that they appear within the plan.



FHR / INVISTA Pipelines, SETX Zone
Oil Spill Response Plan



FHR / INVISTA Pipelines, SETX Zone
Oil Spill Response Plan



FHR / INVISTA Pipelines, SETX Zone
Oil Spill Response Plan

Developed by:





KOCH PIPELINE COMPANY LP

FHR / INVISTA Pipelines, SETX Zone

Oil Spill Response Plan

Developed by:



TECHNICAL RESPONSE PLANNING
CORPORATION

Response Procedures Flow Chart

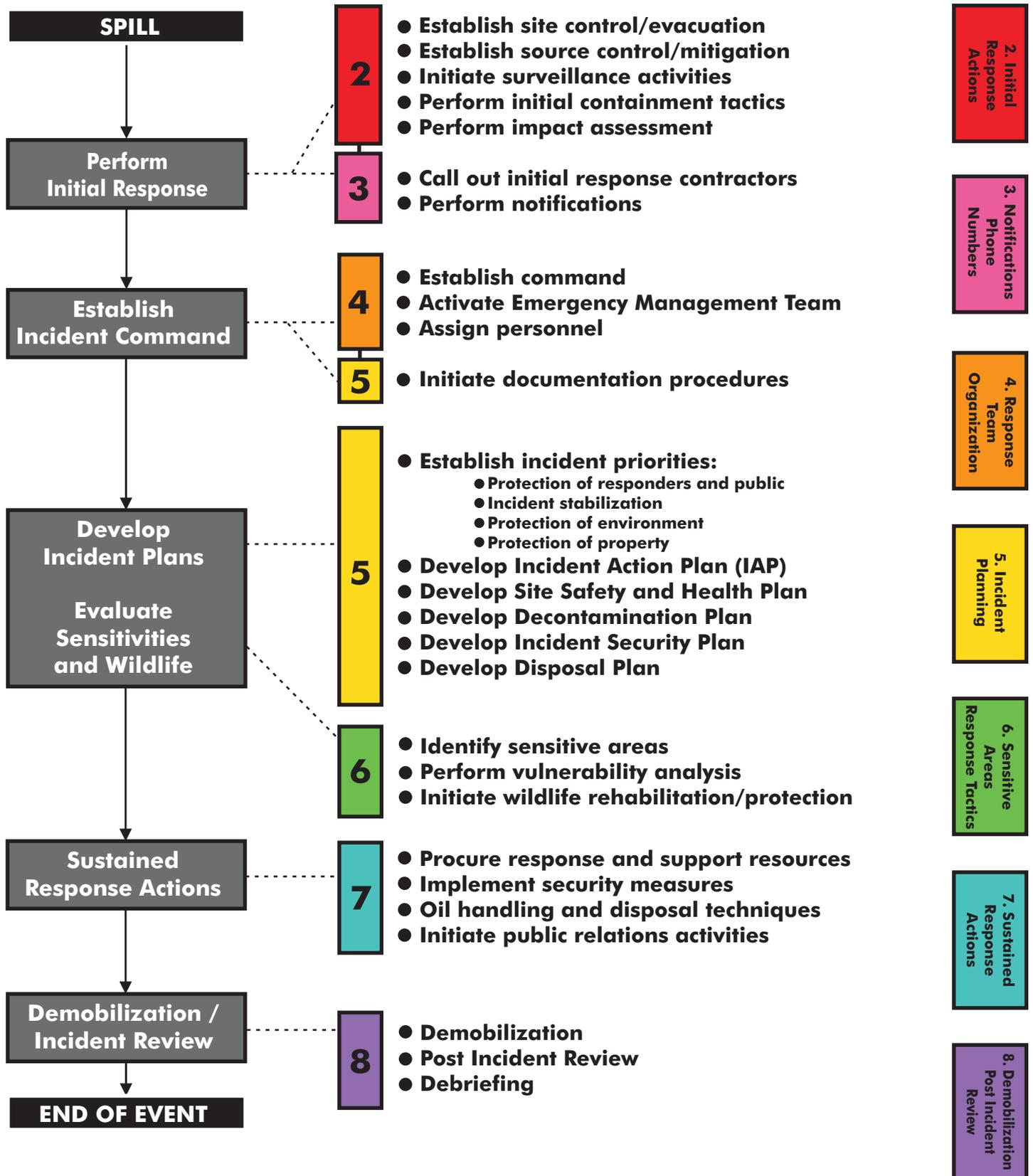


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RECORD OF CHANGES

Changes to this Plan will be documented on this page. Plan review and modifications will be initiated and coordinated by the Business Unit Health, Safety, Security, and Environmental (HSS&E) Department in conjunction with the Area Supervisor/Manager of Operations.

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
5/5/2008	Creation of PHMSA Zone: Southeast Texas Zone, submitted to PHMSA	
5/7/2008	Addition of recently acquired properties previously operated by Buckeye Gulf Coast.	
5/7/2008	Section 1 Figure 1-3	
5/7/2008	Section 1.4	
5/30/2008	Addition of properties previously operated by Buckeye	
7/25/2008	Section 3 Figure 3.1-5	
7/28/2008	Section 3 Figure 3.1-5	
7/30/2008	Section 3 Figure 3.1-5	
8/4/2008	Section 3 Figure 3.1-5	
8/6/2008	Section 3 Figure 3.1-5	
12/31/2008	Section 3 Figure 3.1-5	
12/31/2008	Appendix D.8 and Figure D.8-1	
2/19/2009	Section 3 Figure 3.1-5	
2/19/2009	Section 3 Figure 3.1-5	
2/19/2009	Appendix D.8 and Figure D.8-1	
2/23/2009	Appendix D.8 and Figure D.8-1	
3/31/2009	Figure 14	
3/31/2009	Figure 14	
5/5/2009	Section 3 Figure 3.1-6 and ERAP Figure 3-4	
6/15/2009	Section 3 Figure 3.1-4	
6/16/2009	Section 3 Figure 3.1-4	
6/30/2009	Appendix D.8 and Figure D.8-1	
7/28/2009	Figure 3.1-6, Section 7 Figure 7.1-1, Appendix B.1.1, ERAP Figure 3-5 and ERAP Figure 4-3	
8/10/2009	Figure 14	
8/10/2009	Figure 14	
9/14/2009	Section 3 Figure 3.1-4	
9/14/2009	Section 1 Figure 1-2	
9/15/2009	Section 1 Figure 1-4	
9/15/2009	Section 3 Figure 3.1-4	
9/16/2009	Section 3 Figure 3.1-5 and ERAP Figure 3-5	
9/22/2009	Section 3 Figure 3.1-7 and ERAP Figure 3-6	
9/23/2009	Figure 3.1-6, Section 7 Figure 7.1-1, Appendix B.1.1, ERAP Figure 3-5 and ERAP Figure 4-3	
9/23/2009	Figure 3.1-6, Section 7 Figure 7.1-1, Appendix B.1.1, ERAP Figure 3-5 and ERAP Figure 4-3	
9/29/2009	Section 1 Figure 1-4	
9/29/2009	Section 1 Figure 1-4	

RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
9/29/2009	Sect on 6.6 and ERAP Section 10.0	
9/29/2009	Sect on 6.6 and ERAP Section 10.0	
9/29/2009	Sect on 1 F gure 1-4	
11/24/2009	Sect on 3 F gure 3.1-5 and ERAP F gure 3-4	
1/22/2010	Sect on 3 F gure 3.1-5 and ERAP F gure 3-4	
2/22/2010	Sect on 3 F gure 3.1-4, ERAP F gure 3-3	
5/29/2010	Sect on 3 F gure 3.1-4; added IC, OPs and Panning to JMart n	
6/4/2010	Sect on 3 F gure 3.1-6 and ERAP F gure 3-4	
6/4/2010	Sect on 3 F gure 3.1-8 and ERAP F gure 3-6	
6/4/2010	Sect on 3 F gure 3.1-8 and ERAP F gure 3-6	
6/22/2010	Sect on 3 F gure 3.1-4	
8/4/2010	Sect on 3 F gure 3.1-4, ERAP F gure 3-3	
8/5/2010	F gure 1-2 and Sect on 3 F gure 3.1-4 removed Dan Hobbs and added Josh Mart n as Qua fed Ind v dua s	
8/9/2010	Sect on 3 F gure 3.1-4	
8/10/2010	Sect on 3 F gure 3.1-4	
8/12/2010	Append x C.4; Changes to Worst Case D scharge based on Steve Parr s July 2010 ca cu at ons. WCD F gure went down.	
9/8/2010	Sect on 3 F gure 3.1-4 Added Brandon Foreman	
10/11/2010	Sect on 3 F gure 3.1-4 De eted Bryant Rhodes	
10/21/2010	Sect on 3 F gure 3.1-4 Added Rex Robertson	
11/19/2010	Sect on 3 F gure 3.1-4 Removed Nea G ey	
11/22/2010	Sect on 1 F gure 1-2 Added n the Add tona HVL L nes	
11/22/2010	Sect on 1 F gure 1-2 Removed ne sect ons 418A & 418B becuase they fa under the Port Neches pan as dock nes	
12/17/2010	Sect on 1 F gure 1-3 Updated the SETX Overv ew Map	
1/11/2011	Sect on 3 F gure 3.1-6 and ERAP F gure 3-4	
3/19/2011	Sect on 6.10	
3/22/2011	Sect on 3 F gure 3.1-4	
3/23/2011	Sect on 3.1	
4/6/2011	Removed Rex Robertson	
4/13/2011	Sect on 6.10	
5/27/2011	Removed Dav d Guas form pan	
6/30/2011	F gure B.1-1, F gure B.1-2, and F gure B.1-3	
7/5/2011	F gure B.1-1, F gure B.1-2, and F gure B.1-3	
9/21/2011	Sect on 6.8	
10/25/2011	Sect on 3 F gure 3.1-4 , new emp oyee moc Jeff Storm added to pan (CRO)	
10/27/2011	Sect on 3 F gure 3.1-4	

RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
11/29/2011	Sect on 1 Figure 1-2; Pipeline 412 nitrogen blanket, inactive regulated status.	
12/1/2011	Sect on 3 Figure 3.1-4, ERAP Figure 3-3	
12/1/2011	Sect on 3 Figure 3.1-4, ERAP Figure 3-3	
12/12/2011	Sect on 3 Figure 3.1-4	
12/14/2011	Sect on 3 Figure 3.1-4	
12/14/2011	Sect on 3 Figure 3.1-5 and ERAP Figure 3-5	
12/14/2011	Sect on 3 Figure 3.1-7 and ERAP Figure 3-6	
12/16/2011	Sect on 3 Figure 3.1-5 and ERAP Figure 3-5	
12/30/2011	Sect on 1 Figure 1-2 updates made to line segments based on PHMSA ER Pan review (CRO)	
2/21/2012	Sect on 3 Figure 3.1-4	
2/27/2012	Sect on 3 Figure 3.1-4; changed the Control Center Numbers from Sour Lake to Wichita, Kansas PCC.	
6/5/2012	Sect on 1 Figure 1-2 Added Interstate Lines Segments and Southeast Texas overview map (CRO)	
6/22/2012	Appendix C.6 and Figure C.6-1; added 9 and reviewed Michael Drodzky list of 20	
6/22/2012	Sect on 6.10 add new Areas of Concern to plan for new INMISTA Assets.	
6/22/2012	Completed addition of INMISTA Pipeline information to the Plan.	
6/22/2012	Sect on 3 Figure 3.1-4; added Mike Moore as Qualified Individual and removed Merete Teeter, this is a Significant Change.	
6/23/2012	Sect on 3 Figure 3.1-4	
6/25/2012	Figure 3.1-6, Sect on 7 Figure 7.1-1, Appendix B.1.1, ERAP Figure 3-5 and ERAP Figure 4-3	
6/26/2012	Sect on 6.10, Fished entering area of the SETX Area of Concerns	
6/27/2012	Figure B.1-1, Figure B.1-2, and Figure B.1-3: added copy of Anderson Position Control into Appendix B	
6/27/2012	Sect on 1 Figure 1-2	
6/28/2012	Sect on 1 Figure 1-2; INMISTA Transition completed on this date, KPL became operator of record.	
7/18/2012	Sect on 3 Figure 3.1-4	
7/18/2012	Sect on 3 Figure 3.1-4	
7/19/2012	Appendix C.6 and Figure C.6-1	
7/19/2012	Sect on 1 Figure 1-2	
7/19/2012	Sect on 1 Figure 1-2	
7/19/2012	Sect on 1 Figure 1-2	
7/19/2012	Sect on 1 Figure 1-2, Updated Index No.s on Line Segments	
7/19/2012	Sect on 3 Figure 3.1-5 and ERAP Figure 3-5	
7/19/2012	Sect on 1 Figure 1-3	
7/19/2012	Sect on 3 Figure 3.1-5 and ERAP Figure 3-5	
7/19/2012	Sect on 3 Figure 3.1-7 and ERAP Figure 3-6	
7/19/2012	Sect on 3 Figure 3.1-7 and ERAP Figure 3-6	
8/17/2012	Sect on 3 Figure 3.1-4, ERAP Figure 3-3	

RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
10/24/2012	Sect on 3 F gure 3.1-4; removed Rex Robertson and Ryan Bush at the request of Mke Bobo	
11/2/2012	Sect on 1 F gure 1-2	
11/12/2012	Sect on 3 F gure 3.1-4	
12/16/2012	Sect on 7 F gure 7.4-4; removed current nformat on and added reference to KPL M260.010 Waste Management Program as required per Lynx F ndng 86589	
1/24/2013	Sect on 3.1	
1/24/2013	Sect on 3 F gure 3.1-4; removed Nathanea Lynch as d rected by M.Bobo ema	
2/21/2013	Sect on 3 F gure 3.1-6 and ERAP F gure 3-4	
3/8/2013	Sect on 1 F gure 1-2; added new p pe ne 504C (80150403) Max mo work-order PL270588	
3/15/2013	Sect on 3 F gure 3.1-5 and ERAP F gure 3-4	
3/21/2013	Sect on 3 F gure 3.1-4; removed Derek Rcks work-order PL297104	
4/2/2013	Sect on 6.10	
4/10/2013		
4/27/2013	Sect on 2 F gure 2.3-2	
6/7/2013		
6/18/2013	Append x F	
7/2/2013	Sect on 1 F gure 1-2, made Adjustments to the FHR - PORT ARTHUR 8"/10" SEGMENT #410 p pe ne descr pt on (PL228679; Emergency Response Pan UpdateMOC PL228660 for P pe ne 410 demarcat on) not a s gnfcant change	
7/9/2013	Sect on 3 F gure 3.1-6 and ERAP F gure 3-4	
7/31/2013	Sect on 1 F gure 1-3, changed m eage on P pe ne 306, Max mo MOC Work-order #	
8/14/2013	F gure 14	
8/30/2013	Sect on 3 F gure 3-8	
8/30/2013	Sect on 3 F gure 3-8	
9/30/2013	Sect on 1 F gure 1-3, removed p pe nes 501A and 501C as a part of Workorder PL297530. L nes were determ ned to be stat on p png by the DOT Capab ty.	
10/1/2013	Sect on 1 F gure 1-3	
10/11/2013	Sect on 3 F gure 3.1-4	
10/18/2013	F gure 16	
11/15/2013	Sect on 7 F gure 7.1-1, Append x B.1.1 and ERAP F gure 4-3	
11/15/2013	Sect on 7 F gure 7.1-1, Append x B.1.1 and ERAP F gure 4-3	
11/20/2013	F gure 14	
11/22/2013	Sect on 7 F gure 7.1-1, Append x B.1.1 and ERAP F gure 4-3	
11/22/2013	Sect on 7 F gure 7.1-1, Append x B.1.1 and ERAP F gure 4-3	
12/3/2013	Sect on 3 F gure 3.1-4	
12/3/2013	Sect on 3 F gure 3.1-4	
12/3/2013	Sect on 3 F gure 3.1-4	
12/3/2013	Sect on 3 F gure 3.1-4	
12/3/2013	Sect on 3 F gure 3.1-4	

RECORD OF CHANGES, CONTINUED

DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
12/3/2013	Sect on 3 F gure 3.1-4	
12/3/2013	Sect on 3 F gure 3.1-4	
12/3/2013	Sect on 3 F gure 3.1-4	
12/4/2013	Append x D.7	
12/5/2013		
1/2/2014	Sect on 3 F gure 3.1-4	
1/15/2014	F gure 1-2 and Sect on 3 F gure 3.1-4 removed Barry Scheer and added M ey Mundw er as Qua fed Ind v dua s, Work order PL30262.	
1/15/2014		
2/3/2014	Append x F	
2/4/2014	Sect on 1 F gure 1-3; change PHMSA Sequence # from KTS9 to 2255	
2/13/2014	Sect on 3 F gure 3.1-5 and ERAP F gure 3-4	
2/13/2014	Sect on 7 F gure 7.1-1, Append x B.1.1 and ERAP F gure 4-3	
3/18/2014		
3/24/2014	Sect on 7 F gure 7.1-1, Append x B.1.1 and ERAP F gure 4-3	
4/30/2014		
5/1/2014	Append x C.4	
5/1/2014	Append x 6.4	

SECTION 1

INTRODUCTION

Last revised: February 4, 2014

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Figure 1-1 - Distribution List

Figure 1-2 - FHR / INVISTA Pipelines, SETX Zone Information Summary

Figure 1-3 - FHR / INVISTA Pipelines, SETX Zone Overview Map

Figure 1-4 - FHR / INVISTA Pipelines, SETX Zone Pipeline Facilities Overview

1.1 Purpose / Scope of Plan

1.2 Plan Review and Update Procedures

1.3 Certification of Adequate Resources

1.4 Agency Submittal / Approval Letters

FIGURE 1-1 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF COPIES		DISTRIBUTION DATE
		PAPER	ELECTRONIC	
KPL Southeast Texas Operating Group Main Office (Federal User Guides)	4241 Savannah Avenue Port Arthur, TX 77640	1	0	
KPL Employee (Intranet / On-line)	KPL's Emergency Response Web Page	0	0	
Response Plans Officer - Pipeline and Hazardous Material Safety - U.S. Department of Transportation	1200 New Jersey Ave., Room E22-210 Washington, DC 20590	0	2	6/5/2013

FIGURE 1-2 - FHR / INVISTA PIPELINES, SETX ZONE INFORMATION SUMMARY

Owner/Operator:	Koch Pipeline Company L.P. 4111 E 37th St N Wichita, KS 67220
Owner Telephone:	(316) 828-8526
Zone Name:	FHR / INVISTA Pipelines, SETX Zone
Zone Address:	4241 Savannah Ave. Port Arthur, TX 77640
Zone Telephone/Fax:	(409) 989-6698 / (409) 989-6450
PHMSA Sequence #:	2255 (Formerly KTS9)

FIGURE 1-2 - FHR / INVISTA PIPELINES, SETX ZONE INFORMATION SUMMARY, CONTINUED

Qualified Individuals: (Refer to APPENDIX A, FIGURE A.1-3 for QI Training Records)	Facility		
	Name and Contact Information	Work Address	Home Address
	Mike Fr tschen Operat ons Superv sor On-Scene Inc dent Commander, EOC Manager (409) 989-6402 (Off ce) (b) (6) (Home) *(Mob e)	4241 Savannah Ave. Port Arthur, TX 77640	(b) (6)
	Joshua Mart n Project Manager On-Scene Inc dent Commander, EOC La son (C ty Representat on) (409) 989-6366 (Off ce) (b) (6) (Home) *(Mob e)	4241 Savannah Ave Port Arthur, Texas 77640	
	Tom (M ke) Moore Operat ons Superv sor On-scene Inc dent Commander, Operat ons Sect on Ch ef 409-989-6782 (Off ce) (b) (6) (Home) *(Mob e)	4241 Savannah Ave. Port Arthur, Texas, Texas 77640	
	M ey Mundw er Operat ons Superv sor On-scene Inc dent Commander, Operat ons Sect on Ch ef (409) 989-6723 (Off ce) (b) (6) (Home) *(Mob e)	4241 Savannah Ave. Port Arthur , Texas 77640	
	Gabre Lugo Emergency Response Manager On-Scene Inc dent Commander, EOC La son, Any ICS Pos t on (361) 242-5544 (Off ce) (b) (6) (Home) *(Mob e) (361) 224-5845 (Pager)	8606 IH 37 Corpus Chr st, TX 78409	

FIGURE 1-2 - FHR / INVISTA PIPELINES, SETX ZONE INFORMATION SUMMARY, CONTINUED

Line Sections/ Products Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)	SECTION	MILEAGE	DIAMETER	PRODUCTS
		FHR SYSTEM 49CFR 192.605 REGULATED PIPELINES		
	207 (Index Number 80120700)	1.28 & 0.46	6	I/A Feed Gas to A3
	FHR SYSTEM 49CFR 194 REGULATED PIPELINES			
	306 (Index Number: 80130600)	0.6	6	I/A Udex Raffinate
	313 (Index Number: 80131300)	6.54	6	Crude Butadiene
	409 (Index Number: 80140900)	7.02	8.625	I/A Reformate Udex Charge
	410 (Index Number: 80141000)	4.88	8.625	I/A Cyclohexane
	412 (Index Number: 80141200)	3.02/ 1.5	8.625 & 4.5	I/A Benzene
	418 (Index Number: 80141800)	7.95	10	Cyclohexane
	419 (Index Number: 80141900)	7.17	12.75	Naphtha
	506 (Index Number: 80150600)	61.46	8.625	Propane/Butane/Natural Gasoline
	506A (Index Number: 80150601)	0.103	8.625	Propane/Butane/Natural Gasoline
	509 (Index Number: 80150900)	0.531	8.625	Propane/Butane/Natural Gasoline
	416 (Index Number:80141600)	7.069 & 0.319	8 & 10	Reformate
	FHR SYSTEM 49CFR 195.402 REGULATED PIPELINES			
	209 (Index Number 80120900)	12.212 & 0.35	4" & 8"	I/A - Ethylene - HVL
	210 (Index Number 80121000)	0.888	6"	Ethylene - HVL
	401 (Index Number 80140100)	6.073	6"	Propylene - HVL
	402 (Index Number 80240200)	5.523	8"	Ethylene - HVL
	402A (Index Number 80240201)	1.753	8"	Ethylene - HVL
	405 (Index Number 80140500)	8.148	6"	I/A - Propylene - HVL
	406 (Index Number 80140600)	3.58	6"	Refinery Grade Propylene - HVL
	406A (Index Number 80140601)	29.40	6"	I/A Refinery Grade Propylene - HVL
	407 (Index Number 80140700)	34.544	8"	Ethylene - HVL
	407A (Index Number 80140701)	1.318	8"	I/A - Ethylene - HVL
	407B (Index Number 80140702)	0.292	6"	I/A - Ethylene - HVL
	408 (Index Number 80140800)	2.792	6"	I/A - Ethylene - HVL
	501 (Index Number 80150100)	87.052 & 0.45	6"	Propylene - HVL
	501A (Index Number 80150101)	0.015	6"	Propylene - HVL
	501B (Index Number 80150102)	0.122	6"	Propylene - HVL

501D (Index Number 80150104)	0.002	6"	Propy ene - HVL
501E (Index Number 80150105)	0.884	6"	Propy ene - HVL
502 (Index Number 80150200)	29.908	10	I/A - Propy ene - HVL
502A (Index Number 80150201)	2.815	6	I/A - Propy ene - HVL
503 (Index Number 80150300)	75.054	8"	Ethy ene - HVL
504 (Index Number 80150400)	2.247	8"	Ethy ene - HVL
504A (Index Number 80150401)	0.080	6"	Ethy ene - HVL
504B (Index Number 80150402)	0.007	6"	Ethy ene - HVL
505 (Index Number 80150500)	0.526	8"	Ethy ene - HVL
507 (Index Number 80150700)	61.087	8"	E/P Mx - HVL
507A (Index Number 80150701)	0.121	8"	E/P Mx - HVL
508 (Index Number 80150800)	0.882	8"	Ethy ene - HVL
508A (Index Number 80150801)	.25	6"	Ethy ene - HVL
508B (Index Number 80150802)	.08	6"	Ethy ene - HVL
510 (Index Number 80151000)	0.519	8"	E/P Mx - HVL
511 (Index Number 80151100)	1.489	6"	Propy ene - HVL
513 (Index Number 80151300)	1.407	4.5"	Propy ene - HVL
514 (Index Number 80151400)	0.442	6"	Propy ene - HVL
515 (Index Number 80151500)	0.098	6"	Propy ene - HVL
516 (Index Number 80151600)	0.771	6"	Propy ene - HVL
518 (Index Number 80151800)	0.162	8"	I/A - E/P Mx - HVL & Gaso ne
519 (Index Number 80151900)	2.313	6"	Propy ene - HVL
504C (Index Number: 80150403)	0.88	6 5/8"	Ethy ene
FHR SYSTEM NON-REGULATED PIPELINES			
80141300 - 413 ppe ne 4"	1.4	4	Raff nate & PyGas
80142300 - 423 ppe ne 3 & 4"	1.86	3 & 4	Raff nate and PyGas
INVISTA SYSTEM 49CFR192 REGULATED PIPELINES			
INV-Port Arthur 12" C Segment (Index Number 80301010)	14.166	12.75	Acety ene
INV-Port Arthur 10" D Segment (Index Number 80301020)	2.527	10.75	Acety ene
INV-Port Arthur 12" O Segment (Segment Number 80301030)	6.013	12.75	Acety ene
INV-Port Arthur 4" R Segment (Index Number	2.197	4.50	Hydrogen

80301050)			
INV-Port Arthur 10 W (Index No. 80301070)	1.826	10.75	Acety ene Off Gas
INV-Port Arthur 10 W1 (Index No. 80301080)	.568	10.75	Acety ene Off Gas
INV-Port Arthur 6 (Index No. 803021040)	19.02	6.625	Hydrogen
INVISTA SYSTEM 49CFR195 REGULATED PIPELINES			
INV - Port Arthur 8 (Index No. 803021020)	2.44	8.625	Anhydrous Ammon a
INV-Port Arthur 4 (Index No. 803021010)	18.67	18.67	Anhydrous Ammon a
INV-Port Arthur 4 (Index No. 803021030)	.701	4.50	Butad ene
INV-Port Arthur 6 S (Index No. 80301060)	1.37	6.625	Methano
INV - Port Arthur 6 Q (Index No. 80301040)	1.689	6	Methono (INACTIVE)
INVISTA SYSTEM NON-REGULATED PIPELINES			
INV-Port Arthur 6" V1 Segment (Index Number 803031010)	.11	6.625	Natura Gas
INV- Port Arthur 8 (Index No. 803031030)	3.85	8.625	Nitrogen
INV-Port Arthur 8 (Index No. 803031020)	2.32	8.625	Oxygen
LONGVIEW SYSTEM 49CFR195 REGULATED PIPELINES			
Longv ew 603 (Index Number 60118010)	1.8	10	Propy ene - HVL
SOUR LAKE SYSTEM 49CFR195 REGULATED PIPELINES			
SLS6-6 (Index Number 80166000)	0.065	6	Ethy ene - HVL
SLS8-6 (Index Number 80186000)	0.237	6	Ethy ene - HVL

FIGURE 1-2 - FHR / INVISTA PIPELINES, SETX ZONE INFORMATION SUMMARY, CONTINUED

Description of Zone:	The pipelines carry petroleum products (including) in the areas shown in FIGURE 1-3
Response Zone Consists of the Following Counties:	Chambers, Harris, Hardin, Jefferson, Liberty, Orange and Victoria
Alignment Maps (Piping, Plan Profiles):	Maintained at: Maintained at the Port Arthur, Southeast Texas Operating Group Main Office in the mapping department
Worst Case Discharge (bbls) :	(b) (7)(F), (b) (3)
Statement of Significant and Substantial Harm:	The response zones in this system contain pipelines that are either greater than 6 5/8 inches and/or longer than 10 miles. At least one section of pipeline in each response zone crosses a major waterway or comes within five miles of a public drinking water intake. Therefore, in accordance with 49 CFR 194.103(c), each entire response zone described in this Plan will be treated as if expected to cause significant and substantial harm.
Spill Detection and Mitigation Procedures:	Refer to SECTION 2.1.1 and APPENDIX C.1 .
Date Prepared:	

The information contained in this Plan is intended to be used as guidelines for the spill responder. Actual circumstances will vary and will dictate the procedures to be followed, some of which may not be included in this manual.

NOTE: For further information on the Qualified Individuals' training and qualifications, refer to **SECTION 4.5** and **APPENDIX A.2** in this Plan.

FIGURE 1-3 - OVERVIEW MAP

[Click here to view the file](#)

FIGURE 1-4 - PIPELINE FACILITIES OVERVIEW

Facility:	Liberty Station	Address:	9145 FM 563 Liberty, Texas Liberty 77575
Phone:	936 336 2211	Fax:	936 336 2185
Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
Agency Assigned Plan Number:	KTS9		
Distance To Navigable Water:	134 Southwest (Lavaca River)		
Description:			

(b) (7)(F), (b) (3)

Driving Directions:			
Depart from Savannah Avenue and turn left onto TX 73W. Take the ramp left and follow the signs for SR 73/ Henry O. Mills Highway west towards Winnie/ Houston. Take the ramp left and follow the signs for I 10 West. At exit 810, take the ramp right for FM 563 toward Anahuac/ Liberty. Keep straight onto I 10 West and bear right onto FM 563.			
Tank #:	Product	Capacity (bbls)	Secondary Containment Volume Type (bbls)
No Breakout Tanks located at this station.			

Liberty Station



Emergency Evacuation & Fire Equipment Plan

1.1 PURPOSE / SCOPE OF PLAN

The purpose of this Spill Response Plan (Plan) is to provide guidelines to quickly, safely, and effectively respond to a spill. The Facility is owned and operated by Koch Pipeline Company L.P., herein referred to as "Company."

This Plan is intended to satisfy the requirements of the Oil Pollution Act of 1990 (OPA 90), and has been prepared in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plans (ACP), Region 6 Integrated Contingency Plan (ICP) and One Gulf Plan- MSU Port Arthur Geographic Response Plan (GRU). Specifically, this Plan is intended to satisfy:

- Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Department of Transportation requirements for an OPA 90 Plan (49 CFR 194)
- Occupational Safety and Health Administration (OSHA) requirements for emergency response plans (EAP and ERP) (29 CFR 1910)
- 31 TAC 19.11 Classifications of Waterfront and Offshore Facilities; Large Facility. 31 TAC 19.13 Requirements for Discharge Prevention and Response Plans (TGLO Certificate # 30131 & 30132), Refer to TGLO Cross-reference in Appendix D
- 49 CFR 195.402 (e) Emergencies. This plan is also intend to include emergency procedures to provide safety when an emergency condition occurs in conjunction with the Operations, Maintenance and Emergencies Manual required by 49CFR195.402(a).
- 49 CFR 192.615 (a) Each operator shall establish written procedures to minimize the hazard resulting from a gas pipeline emergency.

Arrangements to familiarize police, fire departments, and emergency response teams with the layout of the facility, properties of hazardous waste handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to roads inside the facility, and possible evacuation routes are accomplished by distribution of this plan to the respective agency.

This document includes procedures and forms that are applicable to different types and severities of emergency events. It is intended that the appropriate procedures and forms be used in each event, as detailed herein, but it is not specifically required that every form and/or procedure be used for every emergency event. It is also acceptable to use comparable forms versus those shown in this document, unless such substitution is specifically prohibited in this document or other regulatory documents.

1.2 PLAN REVIEW AND UPDATE PROCEDURES

In accordance with the regulations cited in **SECTION 1.1**, this plan will be reviewed and modified to address new or different operating conditions or information included in the Plan. In the event that the Company experiences a Worst Case Discharge, the effectiveness of the plan will be evaluated and updated as necessary.

The Company will conduct an annual review of the National Contingency Plan ("NCP") and Area Contingency Plan ("ACP") and update the Plan as needed, per 40 CFR 112.20(g)(2).

Upon review of the response plan for each five-year period, revisions will be submitted to PHMSA provided that changes to the current plan are needed, or a letter stating that the plan is still current will be submitted to PHMSA.

If new information or different operating conditions would substantially affect implementation of the Plan, the Company will modify the Plan to address such changes and, within 30 days of making such changes, submit the changes to PHMSA.

Examples of changes in operating conditions that would cause a significant change to the Plan include:

CONDITIONS REQUIRING REVISIONS AND SUBMISSIONS	PHMSA	RCRA
Reocat on or repacement of the transportat on system n a way that substant a y affects the nformat on ncuded n the Pan, such as a change to the Worst Case D scharge vo ume.	x	
A change n the type of o handed, stored, or transferred that mater a y alters the requ red response resources.	x	
A change n key personne (Qua fed Ind v duas).	x	
Mater a change n capab tes of the O Sp Remova Organizat on(s) (OSROs) that prov de equ pment and personne .	x	
Any other changes that mater a y affect the mpementat on of the Pan.	x	
A change n the NCP or ACP that has s gn f cant mpact on the equ pment appropri ate for response act v tes.	x	
App cab e regu at ons are rev sed	x	x
The pan fa s n an emergency;		x
The fac ty changes n ts des gn, construct on, operat on, ma ntenance, or c rcumstances n a way that mater a y ncreases the potent a f res, expos ons, or re eases of hazardous waste or hazardous waste const tuents, or changes the response necessary n an emergency;		x
The st of emergency coord nates changes; or		x
The st of emergency equ pment changes.		x

All requests for changes must be made through the Operations Manager and will be submitted to PHMSA by the DOT Compliance Coordinator or Designee.

The most current version of the plan is always the electronic copy. Revisions to the site-specific information are made through the password protected maintenance interface. The date at the beginning of each Section indicates the last date that Section was revised. Any revisions made after that date need to be reprinted and inserted in to the paper copy of the plan.

1.3 CERTIFICATION OF ADEQUATE RESOURCES**CERTIFICATION**

Pursuant to the Clean Water Act Section 311(j)(5)(F)
Koch Pipeline Company L.P.

Koch Pipeline Company L.P. (KPL) hereby certifies to the Pipeline Hazardous Materials Safety Administration (PHMSA) that KPL has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of such a discharge.



Scott Hearn,
Operations Manager,
Southeast Texas Operating Group

1.4 AGENCY SUBMITTAL / APPROVAL LETTERS

[Click here to view PHMSA Submission June 1 2008 \(Buckeye Add\).doc](#)

[Click here to view PHMSA Submission December 18 2007.doc](#)

[Click here to view 7-20-2012 PHMSA Submittal - STEX INVISTA & QI Chngs \(MTeeter & MMoore\).pdf](#)

[Click here to view 10-08-09 SETX Agency Submitted Questionnaire, SETX - MBarber.pdf](#)

SECTION 2

INITIAL RESPONSE ACTIONS

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2.1 Emergency Response Procedures

2.1.1 Discovery (Detection)

2.1.2 Confirmation

2.1.3 Assessment

Figure 2.1-1 - Incident Assessment

2.1.4 Safety and Security (Objectives and Strategies)

2.1.5 Response and Mitigation Procedures (Tactics)

Figure 2.1-2 - Life Safety Protocols

Figure 2.1-3 - Incident Stabilization Protocols

Figure 2.1-4 - Environmental Protection / Property Conservation Protocols

Figure 2.1-5 - General Eight-Step Incident Management Process

Figure 2.1-6 - General Mitigation Strategies

2.1.6 Transfer of Command

Figure 2.1-7 - Transfer of Command Guide

2.1.7 Closure and Incident Termination

2.2 Oil and Hazardous Liquids (Liquid Spill)

2.2.1 Liquid Spill - Response Actions

Figure 2.2-1 - Description: Oil and Hazardous Liquids

Figure 2.2-2 - Liquid Spill - Eight-Step Incident Management Process

SECTION 2

INITIAL RESPONSE ACTIONS, CONTINUED

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Figure 2.2-3 - Liquid Spill - Special Response Actions

2.2.2 Liquid Spill - Surveillance Guidelines

Figure 2.2-4 - Liquid Spill - Surveillance Checklist

2.2.3 Liquid Spill - Volume Estimating

Figure 2.2-5 - Liquid Spill - Estimation Factors on Water

Figure 2.2-6 - Liquid Spill - Size Determination Table

2.2.4 Liquid Spill - Estimating Spill Trajectories

2.2.5 Liquid Spill - Containment Actions

2.3 Vapor Cloud

Section 2.3.1 Vapor Cloud Response Actions

Figure 2.3-1 - Description: Toxic Vapor Clouds

Figure 2.3-2 - Description: Flammable Vapor Clouds

Figure 2.3-3 - Description: Non-Flammable, Non-Toxic Vapor Clouds

Figure 2.3-4 - Vapor Cloud Release - Eight-Step Incident Management Process

Figure 2.3-5 - Vapor Cloud Release - Special Response Actions

2.4 Evacuation

2.5 Lightning

2.6 Earthquakes

2.7 Tornado

2.8 Hurricane

SECTION 2

Last revised: April 27, 2013

INITIAL RESPONSE ACTIONS, CONTINUED

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2.9 Flood**2.10 Medical****2.11 Sabotage****2.12 Bomb Threat****2.13 Fire and/or Explosion**

2.1 EMERGENCY RESPONSE PROCEDURES

This plan contains guides, processes, and procedures, based on the General Order of Response, that are intended to minimize the possibility of omitting critical actions when dealing with emergency events.

The “General Order of Response” for a Spill or Emergency Event can be as follows:

- **Discovery (Detection), Confirmation, and Assessment:** Where the discovery and classification, as well as initial assessment of event severity occurs.
- **Safety and Security:** Includes the Priority Objectives, Strategies, and Tactics to ensure security of employees, response personnel, general public, and the site during the entire response.
- **Response Procedures:** Includes Initial Notification, Incident Response and Mitigation Actions which may be completed during an event. Use of the Eight-Step Incident Management Process (**FIGURE 2.1-5 - EIGHT-STEP INCIDENT MANAGEMENT PROCESS**) may assist the on-scene responder implement initial pre-determined objectives, strategies and tactics. The Incident Action Plan Process (**SECTION 5.2 INCIDENT ACTION PLAN (IAP) PROCESS AND MEETINGS**) may be required for longer-term, more complex responses. These activities may require a “Transfer of Command” (**SECTION 2.1.6 Transfer of Command**) and/or multiple operational periods utilizing multiple Operation Planning Cycles (**FIGURE 5.2-1 - OPERATIONAL PERIOD PLANNING CYCLE**) and may be considered sustained response actions (**SECTION 7 SUSTAINED RESPONSE ACTIONS**).
- **Closure:** Process to conclude an event that has been resolved to the satisfaction of the ICS/UCS (Responsible Party, Federal, State, and Local Agencies) (**SECTION 8.1**).
- **Termination and follow-up:** The response is terminated, but periodic follow-up or additional remediation activities may be required by the regulatory agencies (**SECTION 8.3**).

2.1.1 Discovery (Detection)

Detection of an emergency event is the first step in an Emergency Incident or Spill / Release response. There are several methods by which an emergency event may be detected, including the following:

- Detection during an aerial patrol (fly-over).
- Detection on the pipeline leak detection system (PLDS) or SCADA systems.
- Reported by private citizens or by public officials.
- Reported by Company personnel.
- Reported by contract personnel on-site.

2.1.2 Confirmation

There are two classes of emergency events, “reported” and “confirmed”.

A **reported** emergency is an event that is:

- Reported by someone other than a Company employee and cannot be immediately confirmed according to the information known at that time, or
- Indicated by a pressure or flow rate indication, but is not confirmed by a second source.

2.1.2 Confirmation, Continued

A **confirmed** emergency is an event that is:

- Reported by a Company employee or reported by someone other than a Company employee and confirmed by a second source, such as a pressure reading, flow indication, or a second person; or
- Indicated by a pressure or flow rate indication, but is not confirmed by a second source.

Upon receipt of a reported event, an evaluation will be conducted to determine if it is a confirmed KPL event.

Possible methods of confirming the emergency event include: checking with the supervisory control monitors for signs of problems, or confirming information through direct observations by dispatching the nearest available employee to the scene of the reported event.

2.1.3 Assessment

Once an emergency event or release is detected, the need for assessment of the situation is paramount for rapid, reliable, and effective response. In every case, we must “size-up the situation” and collect accurate initial information (**FIGURE 3.1-2**).

Having a clear understanding of an incident or event is critical in determining incident objectives and strategies and applying tactics. Many factors must be considered when performing this assessment, but the most important and all-encompassing factors are “public safety,” “situational awareness,” and “incident complexity.”

As the situation dictates, additional assessment may be necessary to perform specific activities. For example, the repair team leader may further evaluate the incident for the safest and most effective means to control the release and to repair the source. The Qualified Individual or Incident Commander may perform their own assessment of the situation before taking control of the incident to get the most up-to-date information of the situation for further planning and actions.

During significant events, the incident assessment may be done in concert with federal and state agencies. It is the responsibility of the Federal On-Scene Commander (FOSC) to officially classify the size and type of the discharge and normally work within the Unified Command System (UCS) to determine the course of actions to be followed.

The Incident Assessment (**FIGURE 2.1-1**) is intended to provide a general approach to initially assess the emergency event, but does not necessarily determine what actions need to be taken first.

FIGURE 2.1-1 - INCIDENT ASSESSMENT

Initial Incident Size-up	
During the Initial Incident Size-up process, information is gathered in order to make initial management decisions.	
Approach the suspected release cautiously. <ul style="list-style-type: none"> • What are the current the wind conditions? • What is the expected spilled material? • When did it happen? • How long has it been going on? • Were weather conditions different when the incident occurred? • Am I approaching the incident from upwind? • Is my vehicle parked in a safe location with the engine off? 	

FIGURE 2.1-1 - INCIDENT ASSESSMENT, CONTINUED

Initial Incident Size-up	
<p>Take appropriate personal protective measures. Do not enter any areas until a complete size-up of the incident has occurred and the proper PPE donned.</p> <ul style="list-style-type: none"> • Are there any personal risks of exposure or contamination? • Are there any delayed product effects? • What is the topography of the scene? • What monitoring give me information needed? • Is my response equipment intrinsically safe? 	<input type="checkbox"/>
<p>Identify the Product?</p> <ul style="list-style-type: none"> • What hazardous materials are likely to be found in this location? • What other product sources can be found in this location? • What activities occur at this location? • Can I expect multiple issues? 	<input type="checkbox"/>
<p>What are the Immediate Hazards?</p> <ul style="list-style-type: none"> • What are the physical and chemical properties and characteristics of the material released (flammable range, vapor density, expansion ratios, toxic components such as H₂S or Benzene)? 	<input type="checkbox"/>
<p>What are the Immediate Risks?</p> <ul style="list-style-type: none"> • What is the probability that the emergency will cause harm or loss to people, property, and the environment? • What is the nature of the incident: Flammable liquid or gas with fire or no fire? Toxic vapor cloud release; quantity of the material released? 	<input type="checkbox"/>
<p>What are the release characteristics at the Scene? What clues are available at the scene?</p> <ul style="list-style-type: none"> • What do you see, hear, or smell? • Are there any hydrocarbon vapors? • Is there a vapor cloud? • Is there a fire? • Is there liquid on the ground, what does it look like? • Are there any unusual, pungent, or distinctive hydrocarbon odors? • Can you hear escape of a pressurized product (hissing or roaring)? • Are there any sheens, stains, or pools of hydrocarbon? • Is there any dirt being blown out of the ground? 	<input type="checkbox"/>
<p>What are the Immediate potential impacts? Initiate a general site assessment emphasizing the following:</p> <ul style="list-style-type: none"> • Be observant of any potential ignition sources. • Is there immediate danger to the general public? • Is there immediate danger to the environment (e.g., waterways, wildlife)? • Identify significant impact areas (e.g., drinking water intakes, commercial businesses). • Identify topographic features that could impact the migration of the spill. • Identify any municipal or public areas, such as churches, parks, etc. • Identify any adjoining industrial / commercial neighbors. 	<input type="checkbox"/>
<p>Establish a safe perimeter around the incident. Keep a safe distance between you and the release. If it can be done safely from a distance, shut down the source of the release, (use E-Stops or remote valves).</p>	<input type="checkbox"/>

FIGURE 2.1-1 - INCIDENT ASSESSMENT, CONTINUED

Initial Incident Size-up	
Understand the Incident. What happened? <ul style="list-style-type: none"> • Is the incident a reported event? • Is a person with first-hand knowledge available? • Is the incident a confirmed emergency? • How was the incident confirmed? • Can the person confirming the event be contacted for follow-up? • What additional information is available from the Pipeline Controller and/or leak detection? • Is there any construction or excavation equipment in the area? 	<input type="checkbox"/>
Immediately notify Qualified Individual and Control Center with the results of your assessment.	<input type="checkbox"/>
Complete KPL Notifications Procedures and/or contacting Supervisory Personnel, as necessary (FIGURE 3.1-4).	<input type="checkbox"/>
Initiate the Initial Response Actions (FIGURE 2.1-5). What are the initial priorities and immediate resource requirements?	<input type="checkbox"/>

2.1.4 Safety and Security (Objectives and Strategies)

Each spill situation has its own unique characteristics based on the material released and must be treated according to the circumstances present. In every situation, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated. Emergency situations are handled safely and more effectively when responders use an appropriate system to manage the incident. This section provides general guidance to identify, protect, and mitigate the harmful effects of an emergency event for employees, responders, the environment, and the community.

Overall Incident Objectives: Initial decisions and objectives are established based on the following priorities:

- **Life Safety**
- **Incident Stabilization**
- **Environmental Protection & Property Conservation**

For any incident, the initial responder (person who assumes the role of Incident Commander) shall complete, at a minimum, the actions (tactics) listed for the following strategies:

Safety and Security

- Size-up the situation.
- Determine if life is at immediate risk.
- Ensure that personnel safety factors are taken into account.
- Determine if there are any environmental issues that need to be addressed.

Planning and Resource Management

- Assume command and establish the Incident Command Post.
- Establish immediate incident objectives, strategies, and tactics.
- Determine if there are enough resources of the right kind and type on-scene or ordered.
- Establish the initial organization that maintains span of control.

2.1.5 Response and Mitigation Procedures (Tactics)

In general, emergency response actions (tactics) shall be conducted in accordance with the overall incident objectives and coordinated through the Eight-Step Incident Management Process **FIGURE 2.1-5 - GENERAL EIGHT-STEP INCIDENT MANAGEMENT PROCESS**.

FIGURE 2.1-2 - LIFE SAFETY PROTOCOLS

LIFE SAFETY PROTOCOLS*	
1. Complete size-up - FIGURE 2.1-1 - INCIDENT ASSESSMENT (SIZE-UP)	
2. Assume Command - the role of Incident Commander; initiate an incident command organization.	
3. Level of Response - Determine the "Incident Complexity"	
4. Initiate Notifications - Internal / External Notifications, Alerts, Alarms, Community Messages.	
5. Air Monitoring - establish mobile and/or fixed position, as resources become available.	
6. Establish a Perimeter - Isolate, barricade and prevent ignition sources.	
7. Protective and accountability plan - public safety (evacuation or shelter in place).	
8. Rescue Plan - include placement of back-up teams, escape signals and escape corridors.	
9. Product Identification - Identify, confirm and/or further determine the material's characteristics (MSDS).	
10. Hazards versus Risk Analysis - Assess the hazards present and evaluate the level of risks based on the possible response actions.	
11. Personal Protective Clothing and Equipment (PP&E) - (PP&E) – based on the hazard and risk analysis select the proper level of PP&E.	
12. Exposure Protection - EH&S Work Permit and Site Safety Check sheet or Site Safety Plan.	
13. Infrastructure Impact - Identify unique hazards such as railroads, highways, power plants, etc. which may adversely impact or have an adverse impact from the incident.	
14. Security Plan - measures planned to prepare security personnel for possible events that may occur at the site.	
15. Situational Awareness - Continuous Incident monitoring; what is the incident doing and what are you doing in relation to changing incident conditions and implement response objectives.	
<p>* Life Safety should be considered the highest priority and should be completed before any other response actions are taken. This lists several actions considered to protect "Life Safety"; but does not include all possible actions that can be taken or determines the order of which actions must be considered first. All incidents are different and require an accurate size up for the responder to decide on what actions must be completed and in what sequence.</p>	

FIGURE 2.1-3 - INCIDENT STABILIZATION PROTOCOLS

INCIDENT STABILIZATION PROTOCOLS*	
1. Site management - Secure the physical layout of the incident. Establish work areas; Cold, Warm and Cold Zones	
2. Operational mode - Determine operational strategies and tactics whether offensive, defensive, or non-intervention.	
3. Establish Command - activate necessary members of the command and general staff to effectively direct, order, and/or control responding resources.	
4. Exposure analysis - continue monitoring, identification and protection on items which may be impacted upon by the hazardous or toxic release. Examples of these items are people (employees, responders and citizens), property (private, commercial, and industrial) and systems (disruptors).	
5. Entry plan - If "hot zone" entry should be required, entry operations should include safety procedures, communications, and personal protective Clothing and Equipment requirements.	
6. Source control - Isolation of the source may be accomplished through, activation of the emergency shut-down buttons, manually or remotely shutting down pumps, and/or closing main line or station control valves.	
7. Fire control - Basic principles of fire control: extinguishment, suppression (foam) and radiant heat exposures (water spray / fog cooling). Note: Consider self-extinguishing flammable gas fire.	
8. Spill Control - Isolation or containment of a released product through Diking, Berming, Booming (containment, collection, diversionary) and/or Recovery (sorbent, skimming, etc.).	
9. Product Control - physical / chemical process of controlling the spread of the spilled material through dilution, neutralization and/or solidification of the product.	
10. Repair Plan – whether temporary or permanent actions taken to plug, patch or repair the source. Examples: stopping, capping, change out.	
11. Staging Areas - designated location where personnel and equipment are assigned to until they are needed. Staging Area 1 for initial and emergency responders; Staging area 2 for equipment and personnel who are waiting to be deployed.	
12. Sensitivity Area Protection Plan - techniques or methods to prevent oil from making contact with an area that is determined to be sensitive for aquatic (SECTION 6.3)	
13. Decontamination Plan - physical / chemical process of reducing and preventing the spread of contamination outside of the impact area.	
14. Communication Plan - implementation of effective incident communication; Tactical Net, Logistics Net, Command Net, and/or Crisis Net.	
15. Situational Awareness - Continue incident monitoring; what is the incident doing and what are you doing in relation to changing incident conditions and implement response objectives.	
* Incident Stabilization Protocols should only be conducted once Life Safety Protocols have been completed. Incident Stabilization and Environmental Protection / Property Conservation may overlap in a few categories, but the incident must be stabilized before the "Clean up" Process is fully implemented.	

FIGURE 2.1-4 - ENVIRONMENTAL PROTECTION / PROPERTY CONSERVATION PROTOCOLS

ENVIRONMENTAL PROTECTION / PROPERTY CONSERVATION PROTOCOLS*	
1. Incident Action Plan (IAP) - written plan that clearly prioritize, strategic goals, tactical objectives and assignments that must be implemented to clean-up impact to the environment and property of the incident (SECTION 5.2)	
2. Response Resources - acquire contractors, contracted equipment and labor for adequate incident response (FIGURE 7.1-1)	
3. Recovery Plan - techniques that can be employed to recover free oil by the use of skimmers pumps, vacuum sources, and/or sorbents (SECTION 6.2).	
4. Clean-up Plan - techniques that can be employed to recover impacted media through manual removal/scraping, excavation, burning or dispersants (SECTION 6.2 and FIGURE 6.2-1).	
5. Command Post - established in a safe and secure location off-site for management of the incident (SECTION 7.1.4).	
6. Site Security Measures - additional security may be required based on the complexity of the incident (SECTION 7.3).	
7. Waste Management Plan - techniques developed by the environmental unit to manage generated waste on-site (SECTION 7.4).	
8. Disposal Plan - plan generated by the environmental / waste disposal unit to dispose generated waste in accordance to federal and state requirements (SECTION 7.4.3).	
9. Public Affairs - designated person at the scene with a clear factual message providing information regarding the incident (SECTION 7.2).	
10. Repair Plan – plan created by repair group for permanent repairs of the source.	
11. Business Restoration - actions necessary to bring effect stakeholders, adjoining neighbors or adjacent commercial business back to normal operations.	
12. Community Restoration - actions necessary to re-establish the affected community such as claims processing, allowing community back into affected areas, etc.	
13. Restoration Plan - company environmental specialist (Environmental Unit) working with appropriate Federal and/or State Agencies on issue such as remediation, re-vegetation, wildlife restoration.	
14. Closure and Termination - final stage of incident response usually determined by the ICS/ UCS (SECTION 8.1).	
15. Demobilization Plan - techniques to effectively and efficiently demobilize, decontaminate, and return equipment and response personnel as clean-up activities shut-down (SECTION 8.2).	
* Emergency is over. Source is stabilized. Clean up is now possible.	

FIGURE 2.1-5 - GENERAL EIGHT-STEP INCIDENT MANAGEMENT PROCESS

EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
OBJECTIVE 1: LIFE SAFETY	
STEP 1: Site Management and Control - <i>Secure & manage the physical layout of the incident.</i>	<input type="checkbox"/>
STEP 2: Identify Materials Involved - <i>Identify the scope and nature of the incident.</i>	<input type="checkbox"/>
STEP 3: Hazard and Risk Evaluation - <i>Determine whether or not responders should intervene; if so what strategies /and Tactics are to be used. Based on the risk evaluation, determine whether the incident should, be handled through:</i> <ul style="list-style-type: none"> ● <i>Offensive Operations – requires responders to control / mitigate the emergency from within / inside a high risk area.</i> ● <i>Defensive Operations – permits responders to control / mitigate remotely outside a high risk area.</i> ● <i>Non-intervention Operations – Pursuing a passive attack posture until arrival of additional personnel and equipment or allow an incident such as a fire to burn out on its own.</i> 	<input type="checkbox"/>
STEP 4: Select Level of Personal Protective Equipment (PPE) and Clothing - <i>Proper level of Personal Protective Clothing and Equipment selected.</i>	<input type="checkbox"/>
OBJECTIVE 2: INCIDENT STABILIZATION	
STEP 5: Information Management and Equipment Coordination - <i>Incident Command System (ICS) set up to manage, coordinate, and disseminate pertinent incident data. Incident communication networks are essential within this component, the following are communication networks to consider:</i> <p>Incident Communications</p> <ul style="list-style-type: none"> ● <i>Tactical Net – Tactical responders</i> ● <i>Support Net – Staging Area with Supply unit in Logistics</i> ● <i>Command Net – Command Staff and General Staff (Section Chiefs)</i> ● <i>Crisis Net – Incident Commander with Crisis Manager</i> 	<input type="checkbox"/>
STEP 6: Implement Response Objectives - <i>Implement the best available strategic goals and tactical objectives.</i>	<input type="checkbox"/>
OBJECTIVE 3: ENVIRONMENTAL PROTECTION / PROPERTY CONSERVATION	
STEP 7: Decontamination and Clean-up Procedures - <i>Implement "Clean-up" and "Decon plan" to safely enter, work or exit contamination areas.</i>	<input type="checkbox"/>
STEP 8: Terminate the Incident - <i>Terminate emergency response; execute post emergency response operations.</i>	<input type="checkbox"/>
Document response actions taken (SECTION 5.3).	<input type="checkbox"/>
Individual responders must document their personal activities on ICS Form 214 A.	<input type="checkbox"/>

General initial spill mitigation strategy examples are listed in **FIGURE 2.1-6**.

FIGURE 2.1-6 - GENERAL MITIGATION STRATEGIES

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close valves (if appropriate). 3. Drain product into containment areas (if possible). 4. Eliminate sources of vapor cloud ignition.*
Tank Overflow/Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down or divert the source of incoming flow to tank. 3. Transfer fluid to another tank with adequate storage capacity (if possible). 4. Eliminate source of vapor cloud ignition.* 5. Ensure that dedicated discharge valves are closed. 6. Monitor dedicated containment area for leaks and potential capacity limitations. 7. Begin transferring spilled product to another tank as soon as possible.
Piping Rupture/Leak (Under Pressure and No Pressure)	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest valves on each side of the rupture (if appropriate). 3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards. 4. Eliminate source of vapor cloud ignition.* 5. If piping is leaking and under pressure, relieve pressure by draining into a containment area or to a tank (if possible). Consider additional measures for repair.
Piping Rupture/Leak (Highly Volatile Liquids / Vapor)	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest valves on each side of the rupture (if appropriate). 3. Contact local Emergency Services (fire, police, etc.). 4. Analyze vapor cloud migration utilizing wind direction. Establish perimeter and monitoring. 5. Eliminate sources of potential ignition.* 6. Alert nearby personnel of potential safety hazards, consider evacuation or shelter in place as necessary. 7. If piping is leaking and under pressure, relieve pressure, if possible, to existing pressure release method. Consider additional measures for repair.
Failure of Pipeline at Railway Facilities	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close valves (if appropriate). 3. Eliminate source of vapor cloud ignition.* 4. Respond to event in accordance with procedures stated in this Plan. 5. Contact railway authorities to inform them of the event. Engage with Incident Command and Response as necessary.
Manufacture Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations immediately. 3. Isolate the damaged area by closing valves on both sides of the leak/rupture. 4. Eliminate source of vapor cloud ignition.* 5. Drain fluids back into containment areas (if possible).
<p>* Examples of where ignition sources may be found include: roads, houses, farm buildings, railroad tracks, electrical equipment, industrial or manufacturing facilities, office buildings or parking lots, irrigation pumps or water wells, any other source that may contain an open flame, electrical equipment or other ignition source.</p>	

2.1.6 Transfer of Command

The process of moving the responsibility for incident command from one Incident Commander to another is called “transfer of command.” Transition of command on an expanding incident is to be expected (**SECTIONS 5, 6, and 7**) and does not reflect on the competence of the current Incident Commander.

These are important steps in effectively assuming command of an incident in progress.

Step 1: The incoming Incident Commander should perform an assessment of the incident situation with the existing Incident Commander.

Step 2: The incoming Incident Commander must be adequately briefed. The briefing may include issues as shown in **FIGURE 2.1-7**.

Step 3: After the incident briefing, the incoming Incident Commander should determine an appropriate time for transfer of command.

Step 4: The scheduled “transfer of command” should be broadcasted to response personnel, Company personnel interacting with the emergency, along with any agency representatives involved in the incident. Transfer of command should take place at the scheduled time to avoid any confusion during the response.

FIGURE 2.1-7 - TRANSFER OF COMMAND GUIDE

TRANSFER OF COMMAND	
<input type="checkbox"/> Safety Issues	
<input type="checkbox"/> Incident stabilization (overall incident status and/or potential)	
<input type="checkbox"/> Resources being managed	
<input type="checkbox"/> Incident Response Organization / ICS Structure	
<input type="checkbox"/> Operational period, determined for the incident	
<input type="checkbox"/> Incident objectives, priorities, strategies and tactics engaged	
<input type="checkbox"/> Incident facilities established (Incident Command Post, EOC, Staging Areas)	
<input type="checkbox"/> Agencies involved	
<input type="checkbox"/> Potential interests	
<input type="checkbox"/> Media attention	

2.1.7 Closure and Incident Termination

The Incident Commander will stay with the incident until its conclusion and “**Closure**” of the incident (**SECTIONS 8.1**). The person filling the position of IC may change multiple times. At some point, the on-scene tactical operations will be completed and the incident responders will be demobilized. The incident demobilization may include a formal “Demobilization Plan” that may include concurrence from jurisdictional agencies (**SECTIONS 8.2**). The incident closure should include an incident debriefing (**SECTIONS 8.3**).

2.2 OIL AND HAZARDOUS LIQUIDS (LIQUID SPILL)

2.2.1 Liquid Spill - Response Actions

Upon detecting a liquid spill, general knowledge of the material released may assist the initial responder in establishing an initial isolation perimeter and protective action distances for protecting life safety (**FIGURE 2.2-1**).

A more thorough and concise assessment is necessary to determine specific activities when dealing with a more complex incident. The need for assessment of the situation is paramount in implementing and sustaining an effective response. In every case, we must collect accurate initial information (**FIGURE 2.2-2**). The information acquired is passed along to responsible Company officials to ensure proper actions are taken.

When a "Hot Zone" entry is required to respond to the situation; special actions may be required (**FIGURE 2.2-3**).

FIGURE 2.2-1 - DESCRIPTION: OIL AND HAZARDOUS LIQUIDS

OIL AND HAZARDOUS LIQUIDS
FLAMMABLE AND COMBUSTIBLE SPILL / RELEASE RESPONSE GUIDE
General Response Notes:
<ul style="list-style-type: none"> Spill to land. Mark the perimeter of the spill. If safe to do so, use skimming, vacuuming, or sorbent pads to remove free product and excavate the contaminated soil. Prevent spilled material from entering drains by diking, berming, diverting, or blocking off with sand or earth. Sample the soil to determine the extent of contamination. Spill to water. Effectively contain the spill using one or multiple containment methods. In a ditch or stream, contain the spill using containment systems, such as an underflow dam or containment booms. Spill in open water (i.e., lake). Divert the spilled product to the containment systems, possibly using hard diversionary boom strategies. Use sorbent boom or sweeps to corral the spilled product to one corner. Add a second containment boom if required. Use sorbent pads and/or suction pumps to collect the spilled product from the containment area.
<p>EXTREMELY FLAMMABLE LIQUIDS: Move people upwind from spills. Avoid breathing vapors and contact with skin and eyes. Stop work if safe to do so.</p> <p>For small spills, absorb in sorbents or non-combustible material.</p> <p>For larger spills that create flammable vapors, consider using water spray to disperse vapors or fire suppression foam to suppress vapors.</p>
<p>DANGER: Applying a viscous foam blanket on a flammable liquid spill does not ensure adequate vapor suppression. The area should be regularly monitored with a LEL meter to confirm the effectiveness of the foam blanket. The foam blanket should be reapplied upon indication of LEL.</p>

FIGURE 2.2-1 - DESCRIPTION: OIL AND HAZARDOUS LIQUIDS, CONTINUED

OIL AND HAZARDOUS LIQUIDS				
FLAMMABLE AND COMBUSTIBLE SPILL / RELEASE RESPONSE GUIDE				
Material	ERG Guide #	Large Spill Evacuation	Fire Evacuation	Signal Word / Hazards
METHANOL	131	300 meters (1000 ft.)	800 meters (1/2 m e)	TOXIC – Hghy F ammabe, may be fata f nhaed, njested or absorbed through sk n
BENZENE	130	300 meters (1000 ft.)	800 meters (1/2 m e)	DANGER – Hghy F ammabe, w eas y gn te by heat, spark or fame; Carc nogen
CYCLOHEXANE	128	300 meters (1000 ft.)	800 meters (1/2 m e)	DANGER – Extreme y F ammabe
NATURAL GASOLINE	128	300 meters (1000 ft.)	800 meters (1/2 m e)	EXTREMELY FLAMMABLE – Conta ns Petro eum D st ates
PYROLYSIS GASOLINE (Pygas)	128	300 meters (1000 ft.)	800 meters (1/2 m e)	DANGER – Extreme y f ammabe qu d and vapor
UDEX RAFFINATE	128	300 meters (1000 ft.)	800 meters (1/2 m e)	DANGER – Hghy F ammabe, w eas y gn te by heat, spark or fame; Carc nogen
REFORMATE	128	300 meters (1000 ft.)	800 meters (1/2 m e)	DANGER – Hghy F ammabe, w eas y gn te by heat, spark or fame; Carc nogen
NAPTHA, PETROLEUM	128	300 meters (1000 ft.)	800 meters (1/2 m e)	WARNING: Hghy f ammabe,
Source:	ERG 2012, MSDS (KPL Doph n and FHR MSD Centra), CAMEO			
EXCEPTION:	<i>HVL's (Highly Volatile Liquids) are Hazardous Liquids that form a vapor cloud when released.</i>			
HIGHLY VOLATILE LIQUID	In genera , an HVL w form a vapor cloud when re eased nto the atmosphere; thus, when respond ng to an HVL, refer to the re ease accord ng to the Vapor Cloud sect on of ths Pan. 49 CFR 195.2 – def nes an HVL as a hazardous qu d whch w form a vapor cloud when re eased to the atmosphere and whch has a vapor pressure exceed ng 276 kPa (40 ps a) at 37.8°C (100°F).			
GENERAL DESCRIPTION: FLAMMABLE & COMBUSTIBLE LIQUIDS (*Cameo Chemicals)				
FLAMMABLE AND COMBUSTIBLE LIQUIDS: Lquds that can burn. They are c ass fed or grouped as e ther f ammabe or combust be by ther f ashpoints. Genera y, f ammabe qu ds w gn te (catch on fre) and burn eas y at norma work ng temperatures. Combust be qu ds have the ab ty to burn at temperatures that are usua y above work ng temperatures.				
PETROLEUM FLAMMABLE LIQUIDS: More amber or brown-coored qu ds w th a gaso ne- ke odor. Inso ube n water and ess dense than water. Vapors heav er than ar. F ashpoint be ow 0°F. Vapors from a sp may trave a cons derabe d stance to a source of gn t on and the resu tng fame may f ash back to the source of the eak. Contact w th the mater a may cause rrat on to sk n, eyes, and mucous membranes. Contact may rrtate sk n, eyes, and mucous membranes. May be tox c by ngest on. Used as a sovent.				

FIGURE 2.2-1 - DESCRIPTION: OIL AND HAZARDOUS LIQUIDS, CONTINUED

GENERAL DESCRIPTION: FLAMMABLE & COMBUSTIBLE LIQUIDS (*Cameo Chemicals), CONTINUED	
FIRE HAZARDS*:	HIGHLY FLAMMABLE: Will be easily ignited by heat, sparks, or flames. Vapors may form explosive mixtures with air. Vapors may travel to source of ignition and flash back. Most vapors are heavier than air. They will spread along the ground and collect in low or confined areas (sewers, basements, tanks). Vapor exposure hazard indoors, outdoors, or in sewers. Runoff to sewer may create fire or exposure hazard. Containers may explode when heated. Many liquids are lighter than water.
HEALTH HAZARDS*:	Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution on water may cause pollution.
REACTIVITY PROFILE*:	Organic sulfides are incompatible with acids, diazo and azo compounds, halocarbons, isocyanates, aldehydes, alkaalis, nitrates, hydrides, and other strong reducing agents. Reactions with these materials generate heat and in many cases hydrogen gas. Many of these compounds may liberate hydrogen sulfide upon decomposition or reaction with an acid.
FIRE FIGHTING*:	Use water in flooding quantities as fog. Use foam, dry chemical, or carbon dioxide. Keep run-off water out of sewers and water sources. Do not extinguish fire unless flow can be stopped. Cool affected containers with flooding quantities of water. Apply water from as far a distance as possible.
NON-FIRE RESPONSE*:	Keep sparks, flames, and other sources of ignition away. Keep material out of water sources and sewers. Build dikes to contain flow as necessary. Attempt to stop leak without undue personnel hazard. Apply water spray or mist to knock down vapors. For liquid spill, dig a pit, pond,agoon, or holding area to contain liquid or solid material. Dig surface flowing soil, sandbags, foamed polyurethane, or foamed concrete. Absorb bulk liquid with fly ash, cement powder, or commercial sorbents. For water spill, use natural barriers or oil spill control booms to limit spill travel. Remove trapped material with suction hoses.
PROTECTIVE CLOTHING*:	Keep upwind. Avoid breathing vapors. Wear appropriate chemical protective gloves, boots, and goggles. Avoid bodily contact with the material. Wear positive pressure self-contained breathing apparatus.
General Response Notes:	
<ul style="list-style-type: none"> • Spill to land. Mark the perimeter of the spill. If safe to do so, use skimming, vacuuming, or sorbent pads to remove free product and excavate the contaminated soil. Prevent spilled material from entering drains by diking, berming, diverting, or blocking off with sand or earth. Sample the soil to determine the extent of contamination. 	
<ul style="list-style-type: none"> • Spill to water. Effectively contain the spill using one or multiple containment methods. In a ditch or stream, contain the spill using containment systems, such as an underflow dam or containment booms. 	
<ul style="list-style-type: none"> • Spill in open water (i.e., lake). Divert the spilled product to the containment systems, possibly using hard diversory boom strategies. Use sorbent boom or sweeps to corral the spilled product to one corner. Add a second containment boom if required. Use sorbent pads and/or suction pumps to collect the spilled product from the containment area. 	
<p>EXTREMELY FLAMMABLE LIQUIDS: Move people upwind from spills. Avoid breathing vapors and contact with skin and eyes. Stop leak if safe to do so.</p> <p>For small spills, absorb in sorbents or non-combustible material.</p> <p>For larger spills that create flammable vapors, consider using water spray to disperse vapors or fire suppression foam to suppress vapors.</p>	
<p>DANGER: Applying a vesicle foam blanket on a flammable liquid spill does not ensure adequate vapor suppression. The area should be regularly monitored with a LEL meter to confirm the effectiveness of the foam blanket. The foam blanket should be reappplied upon indication of LEL.</p>	

FIGURE 2.2-2 - LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS

LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
STEP 1: Site Management and Control	<input type="checkbox"/>
A. Finish the Incident Size-up (FIGURE 2.1-1). Safety is the number # 1 concern. Take appropriate personal protective measures, as necessary. (EH&S Work Permit may be completed to select appropriate PP&E and safe work practices.)	<input type="checkbox"/>
B. Assess wind direction. Liquid vapors may form explosive mixtures in air. STAY UPWIND, UPHILL, AND UPSTREAM OF ANY LIQUID POOLS OR VAPORS AT THE SOURCE. Direct all personnel to move in a crosswind direction away from the release.	<input type="checkbox"/>
C. Secure the scene and isolate the perimeter.	<input type="checkbox"/>
<ul style="list-style-type: none"> Determine if there is a risk. Call emergency services, as necessary. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Isolate the area. Establish a SAFETY perimeter. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Assure the safety of employees, responders, community, and environment. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Restrict site to authorized essential personnel. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Eliminate possible sources of ignition in the vicinity of the incident. 	<input type="checkbox"/>
D. Incident Notifications:	<input type="checkbox"/>
<ul style="list-style-type: none"> Call Control Center - Inform them of your findings. Confirm the incident and confirm assets shut down. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Call 911 (required if pipeline has been hit and a spill has ensued) - If injuries or fatalities have occurred, call as necessary. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Call the Communicator - Contact QI, IC, and Company management to confirm an incident has occurred, plus request assistance and any resources that may be needed. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Call QI / supervisor - Directly after the Communicator to authorize resources and personnel as needed (FIGURE 3.1-4). 	<input type="checkbox"/>
E. Internal Communications:	<input type="checkbox"/>
<ul style="list-style-type: none"> Communicator On-Call Personnel - Field personnel should receive a call from the Communicator on-call person within 15-20 minutes of making initial notification. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Levels of Response - Communicator "on-call personnel" shall assess the incident information and upgrade to an appropriate "Level of Response" as needed. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Public / Media Attention - As necessary, KCPS (Koch Companies Public Sector) personnel shall be called by a member of the incident response team (FIGURE 3.1-7). 	<input type="checkbox"/>

FIGURE 2.2-2 - LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS, CONTINUED

LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
F. External Communications:	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Agency Notifications - Ensure external agency contacts are being made (FIGURE 3.1-5). 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Joint Response & Mutual Aid Partners are to be contacted directly by the field person who made the notification (FIGURE 3.1-7). 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Oil Spill Response Organizations (Contractors) or Company-owned spill response resources may be necessary (FIGURE 3.1-6). 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Adjoining Neighbors Alerts and Notifications Private, public, industrial, or commercial neighbors adjoining or adjacent to the release may be impacted or may impact the incident (FIGURE 3.1-8). 	<input type="checkbox"/>
G. Assume role of Initial Incident Commander. Do not relinquish this position until formally passed on or the response is concluded.	<input type="checkbox"/>
STEP 2: Identify Materials Involved	
A. Survey the incident. Identify the nature and severity of the incident.	<input type="checkbox"/>
B. Identify material released / potential for release.	<input type="checkbox"/>
C. Identify / isolate the source within the safe zones.	<input type="checkbox"/>
STEP 3: Hazard and Risk Evaluation	
A. Operational Mode - Based on the risk evaluation, determine whether the response will be Offensive Operations, Defensive Operations, or Non-intervention Operations.	<input type="checkbox"/>
B. Air-Monitoring Plan - Consider exposure protection strategies.	<input type="checkbox"/>
C. Security Plan - Provide or confirm security of the area as necessary. Utilizing local authorities (police and fire departments) to accomplish site controls recommended.	<input type="checkbox"/>
D. Accountability Plan - Determine the conditions under which an evacuation or shelter order would be necessary. Establish the party(ies) with authority to give the order to evacuate or shelter. Coordinate with local officials.	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Evacuation Plan 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Shelter Plan 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Rescue Plan 	<input type="checkbox"/>
E. Suppression Plan – Need to suppress any potential vapors:	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Foam* *DANGER: Applying a viscous foam blanket on the spill does not ensure adequate vapor suppression. The area should be regularly monitored with a LEL meter to confirm the effectiveness of the foam blanket. The foam blanket should be reapplied upon indication of LEL. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Water fog 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Non-sparking tools 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Equipment grounding techniques 	<input type="checkbox"/>

FIGURE 2.2-2 - LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS, CONTINUED

LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
STEP 4: Select Level of Personal Protective Equipment (PPE) and Clothing	
A. Ste Safety and Heath Pan	<input type="checkbox"/>
B. Ensure emergency responders are us ng the proper PPE.	<input type="checkbox"/>
C. Pos tve pressure sef-conta ned breath ng apparatus (SCBA) may be requ red.	<input type="checkbox"/>
STEP 5: Information Management and Equipment Coordination	
A. ICS/UCS – Estab sh an nta organ zat on that ma ntans span of contro (SECTION 4.6 INCIDENT MANAGEMENT TEAM).	<input type="checkbox"/>
B. Commun cat on Pan (SECTION 7.1.6 COMMUNICATION CHECKLIST).	<input type="checkbox"/>
C. Inc dent fac tes: <ul style="list-style-type: none"> ● Inc dent Command Post (FIGURE 7.1-2) ● Stag ng Area (FIGURE 7.1-3) ● EOC 	<input type="checkbox"/>
D. Operat ona Per od – Determ ne the set per od of tme around wh ch object ves, strateg es, and tact cs must be accomp shed (SECTION 5.2 INCIDENT ACTION PLAN PROCESS AND MEETING).	<input type="checkbox"/>
STEP 6: Implement Response Objectives	
A. Hazard Contro Zones - Estab sh Hot, Warm, and Cod Zones.	<input type="checkbox"/>
B. Leak Contro (Source Iso at on) - If safe to do so, contro and "so ate" the source (e.g., va ve c osures, camp, pug, or patch).	<input type="checkbox"/>
C. Fre Contro Pan - Fre suppress on foam app cat on.	<input type="checkbox"/>
D. Water supp es and runoff/dra nage	<input type="checkbox"/>
E. Ign t on source e mnat on	<input type="checkbox"/>
F. Sp Contro (confnement)	<input type="checkbox"/>
G. Sp Protect on (dvers on / defect on)	<input type="checkbox"/>
H. Re ease track ng and surve ance operat ons (SECTION 2.2.2).	<input type="checkbox"/>
I. Est mate voume of sp us ng nformat on n SECTION 2.1.3 or approp rate means.	<input type="checkbox"/>
STEP 7: Decontamination and Clean-up Procedures	
A. Estab sh the Operat ona Pann ng Cyc e ser es of meet ngs and br ef ngs that produce the IAP (Inc dent Act on Pan) (FIGURE 5.2-1).	<input type="checkbox"/>
B. Recovery Pan – Depoyment of response equ pment for recovery of product.	<input type="checkbox"/>
C. Clean-up Pan – Act ons taken to phys ca y remove sp ed or re eased product from the mpacted s tes.	<input type="checkbox"/>

FIGURE 2.2-2 - LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS, CONTINUED

LIQUID SPILL - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
D. Decontamination Plan (SECTION 5.5)	<input type="checkbox"/>
E. Establish "How clean is clean" parameters.	<input type="checkbox"/>
F. Establish "Cleanup Assessment Teams" that can determine cleanup progress.	<input type="checkbox"/>
G. Waste Management Plan (SECTION 7.4)	<input type="checkbox"/>
H. Demobilization Plan (SECTION 8.2)	<input type="checkbox"/>
I. Claims / Community Action	<input type="checkbox"/>
J. ADDITIONAL RESPONSE ACTIONS (SECTION 2.2 through SECTION 2.13) (Refer to IMT job descriptions in (SECTION 4.6))	<input type="checkbox"/>
K. FACILITY-SPECIFIC RESPONSE CONSIDERATIONS (Refer to SECTION 6 for maps, tactical plans, and sensitivity information.)	<input type="checkbox"/>
STEP 8: Terminate the Incident	
A. Account for all personnel before leaving the scene of the emergency.	<input type="checkbox"/>
B. Conduct an incident debriefing session for all Emergency Response Team personnel.	<input type="checkbox"/>
C. Document response actions taken (SECTION 5.3)	<input type="checkbox"/>
Document the final assessment and response activities (ICS Form 201 Incident Briefing).	<input type="checkbox"/>
When establishing an ICS/UCS, ensure there is a unit to require documentation from people engaged in the response.	<input type="checkbox"/>
Through the ICS/UCS, execute a general Incident Action Plan (IAP) (SECTION 5.2.6)	<input type="checkbox"/>
Ensure drug/alcohol testing is completed per DOT 199, if applicable (alcohol within 2 hours or max of 8 hours, drug within 32 hours). Refer to KPL Operating, Maintenance, and Emergency Procedure (O&M) Manual and the KPL DOT Drug Program Coordinator . See KPL employee website for a list of approved Lab Corp Collection Sites.	<input type="checkbox"/>
Individual responders must document their personal activities in ICS Form 214 A.	<input type="checkbox"/>

FIGURE 2.2-3 - LIQUID SPILL - SPECIAL RESPONSE ACTIONS

“HOT ZONE” ENTRY	
The spill should be controlled defensively, if possible. If the on-scene Incident Commander deems it necessary to enter the “Hot Zone,” it should only be done by a Response Team Member who is trained to the “Technician” level at a minimum. A Company hazardous material response protocol will be followed.	■
Upon initial entry, conduct representative air monitoring to identify any IDLH conditions, exposures over permissible exposure limits or published exposure levels, exposures over a radioactive material’s dose limits, or other dangerous conditions, such as the presence of flammable atmospheres or oxygen-deficient environments.	■
Once the presence and concentrations of specific hazardous substances and health hazards have been established, identify the risks associated with these substances. Risks to consider include, but are not limited to: <ul style="list-style-type: none"> ● An exposure exceeding the permissible exposure limits and published exposure levels ● IDLH concentrations ● Potential skin absorption and irritation sources ● Potential eye irritation sources ● Exposure sensitivity and flammability ranges ● Oxygen deficiency 	■
In situations where the level or concentration of contaminants in the area cannot be accurately identified, Level “A” or fully encapsulated suits must be worn for “Hot Zone” entry at a minimum. Caution: These suits offer very little fire protection. If a fire is a major hazard associated with the chemical, do not use these suits.	■
The following steps must be accomplished BEFORE anyone can enter the “Hot Zone”: <ol style="list-style-type: none"> 1. Confirm Hazard Control Zones are established and proper PPE requirements for entry have been determined. 2. The buddy system will be used for all entries into the “Hot Zone.” This means at least two entrants, who are trained to the Technician level, must enter together. <ul style="list-style-type: none"> ● Only a team of two or more personnel may make up an Entry Team using the buddy system. The buddy system is essential for the safety of personnel. Entry Teams must maintain line-of-sight with each other throughout entry. ● The Entry Officer must be within line-of-sight of at least one member of the Entry Team at all times. 3. A back-up Entry Team, of at least two entrants, trained to the Technician level, must be prepared for entry and capable of rescuing the entrants if necessary. The backup team will wear the same level of PPE as the Entry Team, and will be ready for immediate entry if rescue is required. 4. Decontamination station(s) must be established and decontamination personnel, trained to the Operations level, with appropriate PPE in place prior to any entry into the “Hot Zone.” 5. Medical monitoring and/or rehabilitation areas must be established in the event of a medical emergency and to monitor personnel through decontamination. 6. If a sufficient number of qualified or trained response personnel are not available, an offensive entry should not be allowed and tactics will be limited to defensive measures only. 	■

2.2.2 Liquid Spill - Surveillance Guidelines

- Surveillance of an oil spill should begin as soon as possible following discovery to enable response personnel to assess spill size, movement, and potential impact locations.
- Dispatch observers to crossings downstream or downgradient to determine the spill's maximum reach.
- Clouds, shadows, sediment, floating organic matter, submerged sand banks, or wind-induced patterns on the water may resemble an oil slick if viewed from a distance.
- Sorbent pads may be used to detect oil on water.
- Use surface vessels to confirm the presence of any suspected oil slicks (if safe to do so); consider directing the vessels and photographing the vessels from the air, the latter to show their position and size relative to the slick.
- It is difficult to adequately observe oil on the water surface from a boat, dock, or shoreline.
- Spill surveillance may be accomplished through various methods: walking, driving, boats, helicopters, or small planes. The use of helicopters may be considered the preferred method due to their superior visibility and maneuverability.
- If fixed-wing planes are to be used, high-wing types provide better visibility than low-wing types.
- Observations should be documented. Consider using photographs, video, maps, and pre-determined ICS forms.
- Describe the approximate dimensions of the oil slick based on available reference points (i.e. vessel, shoreline features, facilities); use the aircraft or vessel to traverse the length and width of the slick while timing each pass; calculate the approximate size and area of the slick by multiplying speed and time.
- Consider the use of boats in the event of reduced visibility, such as dense fog or cloud cover; however, this method may not be safe if the spill involves a highly flammable product.
- Consider visual assessment during spill response operations to gauge the effectiveness of response operations, to assist in placing skimmers, and to assess the spill's size, movement, and impact.

A Liquid Spill Surveillance Checklist is provided in **FIGURE 2.2-4**.

FIGURE 2.2-4 - LIQUID SPILL - SURVEILLANCE CHECKLIST

Record your observations of spilled oil either in a notebook or directly on a chart of the area under observation. This checklist can be used as an aid for organizing your observations.

General Information	
Date:	Tide or river stage (flood, ebb, slack, low water, dry):
Time:	On-scene weather (wind, sea state, visibility):
Incident name:	Method of observation (helicopter, fixed-wing aircraft, boat, shore):
Observer's name:	Flight path/track name:
Observer's affiliation:	Altitude where observation taken:
Location of source (if known):	Areas not observed (e.g. foggy locations, restricted air spaces, shallow water areas):
Oil Observations	
Spot location(s):	If on water, describe color and appearance (e.g. rainbow, dunder sheen, black or brown in color or mousse):
Spot dimensions:	Percent coverage:
Orientation of spot(s):	Is oil recoverable (Y/N)?:
Distribution of oil (e.g. windrows, streamers, pancakes or patches):	
Considerations	
<ul style="list-style-type: none"> • During surveillance, travel beyond known impacted areas to check for additional spots. • Include the name and phone number of the person making the observations. • Carefully describe the locations where oil is observed and the areas where no oil has been seen. 	
Other Observations	
Response Operations	
Equipment deployment (general locations where equipment is working and whether the work is done in the heaviest concentration of oil):	
Boom deployment (general locations of boom, whether the boom contains oil, and whether the oil enters under the boom):	

2.2.3 Liquid Spill - Volume Estimating

Early in a spill response, estimation of spill volume is required in order to:

- Report to agency
- Determine liquid recovery requirements
- Determine personnel and equipment requirements
- Estimate disposal and interim storage requirements

Refer to KPL PRC1604.209, Release Information Estimating, when making this calculation. There are other tools which can be used in making the calculation; some of which are discussed below:

- **Liquid Spill Estimating Spreadsheet** - Visual assessment of the surface area and thickness (**FIGURE 2.2-5**). This method may yield unreliable results because:
 - Interpretation of sheen color varies with different observers
 - Appearance of a slick varies depending upon amount of available sunlight, sea-state, and viewing angle
 - Different products may behave differently, depending upon their properties

FIGURE 2.2-5 - LIQUID SPILL - ESTIMATION FACTORS ON WATER

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm	gallons/mile ²	liters/km ²
Barely Visible	0.000015	0.00004	25	44
Slightly	0.00003	0.00008	50	88
Slightly coated	0.00006	0.00015	100	179
Brightly coated	0.00012	0.0003	200	351
Dark	0.0004	0.001	666	1,167
Dark	0.0008	0.002	1,332	2,237
Thickness of light oils: 0.0010 inches to 0.0010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				
NOAA, 09/2000				

FIGURE 2.2-6 - LIQUID SPILL - SIZE DETERMINATION TABLE

PIPE SIZE	WALL THICKNESS	BBLS/FOOT	BBLS/MILE
6"	.188	.0379342	200.293
8"	.188	.0661017	349.017
10"	.188	.1045450	551.998
12"	.219	.1472539	777.501
12"	.250	.1457746	769.690
16"	.250	.2333852	1232.274
18"	.281	.2952087	1558.702
20"	.281	.3670238	1937.885
24"	.281	.5336190	2817.508

2.2.4 Liquid Spill - Estimating Spill Trajectories

In some cases, oil spill trajectories should be estimated in order to predict direction and speed of the slick movement. Trajectory calculations provide an estimate of where oil slicks may impact shorelines and other sensitive areas, and also provide an estimate of the most effective location in which to mobilize spill response resources for protection, containment, and recovery.

Oil spill trajectories can be estimated using vector addition or with computer programs. Hand calculations typically utilize the following assumptions:

- Oil moves approximately in the same direction and same speed as the water currents, unless the winds are strong.
- Wind speed can be multiplied by 0.034 to determine the effect of winds on speed and direction of spill movement.
- The combined effect of winds and currents can be added to estimate spill movement speed and direction.

More sophisticated predictions can be obtained from computer programs. Oil spill trajectory services can be obtained from:

- National Oceanic and Atmospheric Administration (NOAA) through the Federal On-Scene Commander (FOSC)
- Private consulting firms
- High Consequence Area (HCA) over land spread calculations developed for the KPL PGM1620.110, Pipeline Integrity Management Program

2.2.5 Liquid Spill - Containment Actions

Containment actions should take into consideration inclement weather or unsafe conditions such as high winds, fast currents, or unstable terrain.

Containment Safety Considerations:

More vapors are formed by the spilled liquid during hot weather. As the liquid spreads over a greater area, the vapors form along the leading edge of the liquid and are being exposed to more possible ignition sources. For this reason early containment is important.

- Eliminate ignition sources.
- Avoid contact with the spilled product as much as possible.
- Use respiratory protection (if applicable).
- Ensure that the area remains secure to applicable traffic (pedestrian, motor vehicles, air traffic).

Containment Goals:

The following containment goals should provide guidance to responding personnel, enabling them to prioritize the containment efforts.

1. Prevent liquid or vapors from reaching places where possible ignition sources may be found, including:
 - Roads
 - Houses
 - Farm buildings
 - Railroad tracks
 - Electrical equipment
 - Industrial or manufacturing facilities
 - Office buildings or parking lots
 - Irrigation pumps or water wells
 - Any other structure or facility that may contain an open flame, spark, or electrical equipment

2.2.5 Liquid Spill - Containment Actions, Continued

2. Prevent spilled liquid from reaching any environmentally sensitive area, including:
 - Lakes
 - Streams
 - Rivers
 - Wildlife areas
 - Marsh environments
 - Other environmentally sensitive areas (**SECTION 6**)
3. Prevent spilled liquid or vapors from reaching areas containing livestock, including:
 - Horses (stalls)
 - Cattle (pens)
 - Pigs
 - Fowl

Containment Methods / Actions:

Initial containment actions will focus on utilizing containment on-site in the most effective manner to:

- Prevent the oil from impacting water, thereby reduce the surface area and the shoreline to be cleaned.
- Concentrate the oil (when safe to do so), making physical recovery more efficient.
- Limit the environmental impact to the immediate spill area.

Selection of the appropriate location and method will depend upon:

- Length of time spill occurs before being noticed
- Amount of spill
- Area of coverage
- Environmental factors such as wind speed and direction
- Oil's characteristics
- Ability to collect and recover product

The following methods may be used to contain a release. It may be necessary to use different methods during one release.

- Earthen dikes or dams
- Spill containment booms
- Absorbents, such as hay, straw, dry dirt or sand, and commercial products (peat moss)
- Absorbents, such as sorbent pads, socks, booms
- Collection and skimming: diverting and collection in low areas or diversionary structures and removing with skimming equipment such as vacuum trucks or pumps

Note: Understanding that each release is different. Some Operational Areas may have additional details to containment and response methods listed in **SECTION 6**.

2.3 VAPOR CLOUD RELEASE

2.3.1 Vapor Cloud Response Actions

Upon detecting a vapor cloud release, general knowledge of the material released may assist the initial responder in establishing an initial isolation perimeter and protective action distances for protecting life safety. Vapor cloud releases can present special hazards to the emergency responder. In many cases, there can be multiple hazards present. Vapor cloud emergencies may present a combination of the following major types of hazards.

- **INHALATION** Hazard (Toxic) (FIGURE 2.3-1)
- **FLAMMABLE** Hazard (FIGURE 2.3-2)
- **SIMPLE ASPHYXIATE** Hazard (FIGURE 2.3-3)

A more thorough and concise assessment is necessary to determine specific activities when dealing with a large more complex incident. The need to assess the situation is paramount in implementing and sustaining an effective response. In every case, we must collect accurate initial information (FIGURE 2.3-4). The information acquired is passed along to responsible Company officials to ensure proper actions are taken.

When a "Hot Zone" entry is required to respond to the situation; special actions may be required (FIGURE 2.3-5).

FIGURE 2.3-1 - DESCRIPTION: TOXIC VAPOR CLOUDS

TOXIC GAS				
TOXIC VAPOR CLOUD RELEASE RESPONSE GUIDE				
General Response Notes:				
Secure the Scene: Without entering the immediate hazard area, isolate the area and establish a safe perimeter. Move and keep people away from the scene and perimeter. Do not walk into or touch spilled material. Avoid inhalation of fumes, smoke, and vapors, even if no hazardous materials are known to be involved. Do not assume that gases or vapors are harmless because of lack of a smell. Any efforts made to rescue persons, protect environment, or property must be attempted only by qualified, equipped personnel. Spill clean-up may require neutralization.				
MATERIAL SAFETY RECOMENDATIONS				
Material	ERG – TABLE 1 INITIAL ISOLATION AND PROTECTIVE DISTANCES (TOXIC INHALATION HAZARDS) – LARGE SPILLS			
	First Isolate(In all Directions)	Then Protect Persons Downwind (Day)	Then Protect Persons Downwind (Night)	
ANHYDROUS AMMONIA	150 meters (500 ft.)	0.8 Km (1/2 mile)	2.0 Km (1.3 miles)	
Source:	ERG 2012, MSDS (KPL Doph n and FHR MSD Centra), CAMEO			
Material	ERG Guide #	Large Spill Evacuation	Fire Evacuation	Signal Word / Hazards
ANHYDROUS AMMONIA	125	800 meters (1/2 mile)	1600 meters (1 mile)	TIH (Toxic by Inhalation), see ERG Table 1, Poison Gas, Corrosive
Source:	ERG 2012, MSDS (KPL Doph n and FHR MSD Centra), CAMEO			
GENERAL DESCRIPTION: TOXIC GASES (*Cameo Chemicals)				
Lethal by inhalation or skin absorption in extremely low concentrations. Intensifies fire. Under prolonged exposure to fire or heat, the containers may rupture violently and rocket. Obtain the technical name of the material from the shipping papers and contact CHEMTREC at 800-424-9300 for specific response information.				

FIGURE 2.3-1 - DESCRIPTION: TOXIC VAPOR CLOUDS, CONTINUED

GENERAL DESCRIPTION: TOXIC GASES (*Cameo Chemicals), CONTINUED	
FIRE HAZARDS*:	Substance does not burn, but will support combustion. Vapors from liquefied gas are not a heavy gas and spread along ground. These are strong oxidizers and will react vigorously or explosively with many materials, including fuels. May ignite combustibles (wood, paper, oil, clothing, etc.). Some will react violently with air, moist air, and/or water. Cylinders exposed to fire may vent and release toxic and/or corrosive gas through pressure relief devices. Containers may explode when heated. Ruptured cylinders may rocket. (ERG, 2008)
HEALTH HAZARDS*:	TOXIC; may be fatal if inhaled or absorbed through skin. Fire will produce irritating, corrosive, and/or toxic gases. Contact with gas or liquefied gas may cause burns, severe injury, and/or frostbite. Runoff from fire control may cause pollution. (ERG, 2008)
REACTIVITY PROFILE*:	Substance does not burn, but will support combustion. Vapors from liquefied gas are not a heavy gas and spread along ground. These are strong oxidizers and will react vigorously or explosively with many materials, including fuels. May ignite combustibles (wood, paper, oil, clothing, etc.).
FIRE FIGHTING*:	Do not extinguish fire unless flow can be stopped. Use water in flooding quantities as fog. Cool affected containers with flooding quantities of water. Apply water from as far a distance as possible. Use "a-coh" foam, dry chemical, or carbon dioxide.
NON-FIRE RESPONSE*:	Keep sparks, flames, and other sources of ignition away. Keep material out of water sources and sewers. Attempt to stop leak if no undue personnel hazard. Use water spray to knock-down vapors.
PROTECTIVE CLOTHING*:	Avoid breathing vapors. Keep upwind. Wear positive pressure self-contained breathing apparatus. Avoid body contact with the material. Wear appropriate chemical protective clothing. Wash away any material that may have contacted the body with copious amounts of water or soap and water.
TOXIC GAS RELEASE RESPONSE GUIDE	
General Response Note:	
Secure the Scene: Without entering the immediate hazard area, isolate the area and establish a safe perimeter. Move and keep people away from the scene and perimeter. Do not walk into or touch spilled material. Avoid inhalation of fumes, smoke, and vapors, even if no hazardous materials are known to be involved. Do not assume that gases or vapors are harmless because of lack of a smell. Any efforts made to rescue persons, protect environment, or property must be attempted only by qualified, equipped personnel. Spill clean-up may require neutralization.	

FIGURE 2.3-2 - DESCRIPTION: FLAMMABLE VAPOR CLOUDS

FLAMMABLE GAS				
FLAMMABLE VAPOR CLOUD RESPONSE GUIDE				
General Response Notes:				
Fixed water monitors and/or sprinkler or deluge systems can be activated to dilute, disperse, and "scrub" the vapors and prevent their advancement to uncontrolled areas. Note: This tactic is situation dependent and may not be the appropriate tactic for all situations (i.e., dealing with lighter-than-air gases).				
Water supplies should be sufficient for the expected job, plus control run-off generated during the initial response phase of the response. Care should be taken to activate only those water systems that effectively mitigate vapors.				
ZONE MATERIALS / PRODUCT TYPES				
Material	ERG Guide #	Large Spill Evacuation	Fire Evacuation	Signal Word / Hazards
ACETYLENE	116	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely Flammable
BUTADIENE 1,3, -	116P	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely Flammable, Polymerize exothermically, when heated
CRUDE BUTADIENE	116P	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Flammable Gas / Liquid, exothermic polymerization hazard if exposed to heat or involved in fire
ETHANE	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely flammable, may cause flash fire, Asphyxiate gas
ETHANE / PROPANE MIX	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely flammable Asphyxiate gas
ETHYLENE	116	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely flammable, at high levels acts as anesthetic and central nervous system depressant, reduces oxygen
HYDROGEN	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely Flammable, burns with invisible flame, Asphyxiate gas
NATURAL GAS	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely Flammable
n-BUTANE	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Extremely Flammable
PROPANE	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Flammable Asphyxiate gas
PROPYLENE (Chemical Grade)	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Highly Flammable, may cause flash fire, Reduces Oxygen
PROPYLENE (Refinery Grade)	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Highly Flammable, may cause flash fire, Reduces Oxygen
PROPANE / PROPYLENE MIX	115	800 meters (1/2 mile)	1600 meters (1 mile)	DANGER / Highly Flammable, may cause flash fire, Reduces Oxygen
Source:	ERG 2012, MSDS (KPL Dopson and FHR MSD Central), CAMEO			
GENERAL DESCRIPTION: FLAMMABLE GASES (*Cameo Chemicals)				
Flammable Gases, such as Liquefied Petroleum Gas, Propane, and Propylene, are colorless gases with a faint petroleum-like odor. Shipped as a liquefied gas under own vapor pressure. May be stenciled for transportation. Contact with the unconfined liquid may cause frostbite. Easily ignited. Vapors are heavier than air. Leak may be either a liquid or vapor leak. The vapors				

may asphyxiate through displacement of air. Under prolonged exposure to fire or heat, containers may rupture violently and rocket. Used to make other chemicals and as a fuel.

FIGURE 2.3-2 - DESCRIPTION: FLAMMABLE VAPOR CLOUDS, CONTINUED

GENERAL DESCRIPTION: FLAMMABLE GASES (*Cameo Chemicals), CONTINUED	
FIRE HAZARDS*:	<p>EXTREMELY FLAMMABLE - Will be easily ignited by heat, sparks, or flames. Will form explosive mixtures with air. Vapors from liquefied gas are initially heavier than air and spread along ground.</p> <p>CAUTION: Hydrogen (UN1049) and Methane (UN1971) are lighter than air and will rise. Hydrogen fires are difficult to detect since they burn with an invisible flame. Use an alternate method of detection (thermal camera, broom handle, etc.) Vapors may travel to source of ignition and flash back. Cylinders exposed to fire may vent and release flammable gas through pressure relief devices. Containers may explode when heated. Ruptured cylinders may rocket.</p>
HEALTH HAZARDS*:	Vapors may cause dizziness or asphyxiation without warning. Some may be irritating if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury, and/or frostbite. Fire may produce irritating and/or toxic gases.
REACTIVITY PROFILE*:	FLAMMABLE GAS burns readily. May react vigorously with strong oxidizing agents. Can react exothermically with reducing agents to release gaseous hydrogen. Contact of unconfined liquefied gas with water may result in vigorous or violent boiling of the product and extremely rapid vaporization due to the large temperature differences involved. If the water is hot, there is the possibility that a liquid "superheat" explosion may occur. Pressures may build to dangerous levels if liquid gas contacts water in a closed container.
FIRE FIGHTING*:	Do not extinguish fire unless flow can be stopped. Use water in flooding quantities as fog. Cool all affected containers with flooding quantities of water. Apply water from as far a distance as possible.
NON-FIRE RESPONSE*:	Keep sparks, flames, and other sources of ignition away. Keep material out of water sources and sewers. Attempt to stop leak if without undue personnel hazard. Use water spray to knock-down vapors.
PROTECTIVE CLOTHING*:	Avoid breathing vapors. Keep upwind. Wear appropriate chemical protective gloves and goggles.

FIGURE 2.3-3 - DESCRIPTION: NON-FLAMMABLE, NON-TOXIC VAPOR CLOUDS

NON-FLAMMABLE, NON TOXIC GAS RELEASE				
NON-FLAMMABLE, NON-TOXIC VAPOR CLOUD RESPONSE GUIDE				
General Response Note:				
As an immediate precautionary measure, isolate spill or leak area for at least 100 meters (330 feet) in all directions. Keep unauthorized personnel away. Stay upwind. Many gases are heavier than air and will spread along the ground and collect in low or confined areas (sewers, basements, tanks). Keep out of low areas. Let areas ventilate before entering.				
Material	ERG Guide #	Large Spill Evacuation	Fire Evacuation	Signal Word / Hazards
NITROGEN	121	100 meters (330 ft.)	800 meters (1/2 mile)	ASPHYXIATE / non-flammable
OXYGEN	122	500 meters (1/3 mile)	800 meters (1/2 mile)	STRONG OXIDIZER / non-flammable
Source:	ERG 2012, MSDS (KPL Doph n and FHR MSD Centra), CAMEO			
GENERAL DESCRIPTION: NON-FLAMMABLE, NON-TOXIC GASES (*Cameo Chemicals)				
Gases or Liquefied Gases other than those classified as flammable, corrosive or poisonous are considered simple asphyxiates, non-toxic, but may cause suffocation by displacing the oxygen in air. SCBA (self-contained breathing apparatus) may be required.				
FIRE HAZARDS*:	Non-flammable gases. Containers may explode when heated. Ruptured cylinders may rocket. (ERG, 2008)			
HEALTH HAZARDS*:	Vapors may cause dizziness or asphyxiation without warning. Vapors from liquefied gas are initially heavier than air and spread along ground. Contact with gas or liquefied gas may cause burns, severe injury, and/or frostbite. (ERG, 2008)			
REACTIVITY PROFILE*:	Almost any reducing agent and a hydrocarbon can form explosive mixtures with liquefied gas. Contact of very cold liquefied gas with water may result in vigorous or violent boiling of the product and extremely rapid vaporization due to the large temperature differences involved. If the water is hot, there is the possibility that a liquid "superheat" explosion may occur. Pressures may build to dangerous levels if liquid gas contacts water in a closed container.			
FIRE FIGHTING*:	Extinguish fire using agent suitable for the type of surrounding fire. (Material itself does not burn or burns with difficulty.) Cool affected containers with flowing quantities of water. Apply water from as far a distance as possible.			
NON-FIRE RESPONSE*:	Attempt to stop leak if there is no undue personnel hazard.			
PROTECTIVE CLOTHING*:	Avoid breathing vapors. Keep upwind. Wear positive pressure self-contained breathing apparatus. Wear appropriate chemical protective gloves and goggles.			

FIGURE 2.3-4 - VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS

VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
STEP 1: Site Management and Control	<input type="checkbox"/>
A. Finish the Incident Size-up (FIGURE 2.1-1). Safety is the number # 1 concern. Take appropriate personal protective measures, as necessary. (EH&S Work Permit may be completed to select appropriate PPE and safe work practices.)	<input type="checkbox"/>
B. Assess wind direction. Vapors Clouds may form explosive mixtures in air. STAY UPWIND, UPHILL, AND UPSTREAM OF ANY LIQUID POOLS OR VAPORS AT THE SOURCE. Direct all persons to move in a crosswind direction away from the release.	<input type="checkbox"/>
C. Secure the scene / isolate the perimeter.	<input type="checkbox"/>
<ul style="list-style-type: none"> Determine if there is at risk. Call emergency services, as necessary. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Isolate the area. Establish a SAFETY perimeter. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Assure the safety of employees, responders, community, and environment. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Restrict site to authorized essential personnel. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Eliminate possible sources of ignition in the vicinity of the incident. 	<input type="checkbox"/>
D. Incident Notifications:	<input type="checkbox"/>
<ul style="list-style-type: none"> Call Control Center. Inform them of your findings. Confirm the incident and confirm asset shutdown. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Call 911 (required if pipeline has been hit and a spill has ensued). If injuries or fatalities have occurred, call as necessary. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Call the Communicator. Contact QI, IC, and Company Management to confirm an incident has occurred, plus request assistance and any resources that may be needed. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Call QI / supervisor directly after the Communicator to authorize resources and personnel as needed (FIGURE 3.1-4). 	<input type="checkbox"/>
E. Internal Communications:	<input type="checkbox"/>
<ul style="list-style-type: none"> Communicator On-Call Personnel - Field personnel should receive a call from the Communicator on-call person within 15-20 minutes of making initial notification. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Levels of Response - Communicator "on-call personnel" shall assess the incident information and upgrade to an appropriate "Level of Response" as needed. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Public / Media Attention - As necessary, KCPS (Koch Companies Public Sector) personnel shall be called by a member of the incident response team (FIGURE 3.1-7). 	<input type="checkbox"/>

FIGURE 2.3-4 - VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS, CONTINUED

VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
F. External Communications:	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Agency Notifications - Ensure external agency contacts are being made (FIGURE 3.1-5). 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Joint Response & Mutual Aid Partners are to be contacted directly by the field person who made the notification (FIGURE 3.1-7). 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Oil Spill Response Organizations (Contractors) or Company-owned spill response resources may be necessary (FIGURE 3.1-6). 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Adjoining Neighbors Alerts and Notifications Private, public, industrial, or commercial neighbors adjoining or adjacent to the release may be impacted or may impact the incident (FIGURE 3.1-8). 	<input type="checkbox"/>
G. Assume role of Initial Incident Commander. Do not relinquish this position until formally passed on or the response is concluded.	<input type="checkbox"/>
STEP 2: Identify Materials Involved	
A. Survey the incident - Identify the nature and severity of the incident.	<input type="checkbox"/>
B. Identify material released / potential release.	<input type="checkbox"/>
C. Identify / isolate the source within the safe zones.	<input type="checkbox"/>
STEP 3: Hazard and Risk Evaluation	
A. Operational Mode - Based on the risk evaluation, determine whether the response will be Offensive Operations, Defensive Operations, or Non-intervention Operations.	<input type="checkbox"/>
B. Air-Monitoring Plan - Consider exposure protection strategies.	<input type="checkbox"/>
C. Security Plan - Provide or confirm security of the area as necessary. Utilizing local authorities (police and fire departments) to accomplish site controls recommended.	<input type="checkbox"/>
D. Accountability Plan - Determine the conditions under which an evacuation or shelter order would be necessary. Establish the party(ies) with authority to give the order to evacuate or shelter. Coordinate with local officials.	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Evacuation Plan 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Shelter Plan 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Rescue Plan 	<input type="checkbox"/>
E. Suppression Plan – Need to suppress any potential vapors:	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Foam* *DANGER: Applying a viscous foam blanket on the spill does not ensure adequate vapor suppression. The area should be regularly monitored with a LEL meter to confirm the effectiveness of the foam blanket. The foam blanket should be reapplied upon indication of LEL. 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Water fog 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Non-sparking tools 	<input type="checkbox"/>
<ul style="list-style-type: none"> ● Equipment grounding techniques 	<input type="checkbox"/>

FIGURE 2.3-4 - VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS, CONTINUED

VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
STEP 4: Select Level of Personal Protective Equipment (PPE) and Clothing	
A. Ste Safety and Heath Pan	<input type="checkbox"/>
B. Ensure emergency responders are us ng the proper PPE.	<input type="checkbox"/>
C. Pos tive pressure sef-conta ned breath ng apparatus (SCBA) may be requ red.	<input type="checkbox"/>
STEP 5: Information Management and Equipment Coordination	
A. ICS/UCS – Estab sh an nta organ zat on that ma ntains span of contro (SECTION 4.6 INCIDENT MANAGEMENT TEAM).	<input type="checkbox"/>
B. Commun cat on Pan (SECTION 7.1.6 COMMUNICATION CHECKLIST).	<input type="checkbox"/>
C. Inc dent fac tes: <ul style="list-style-type: none"> ● Inc dent Command Post (FIGURE 7.1-2) ● Stag ng Area (FIGURE 7.1-3) ● EOC 	<input type="checkbox"/>
D. Operat ona Per od – Determ ne the set per od of tme around wh ch object ves, strateg es, and tact cs must be accomp shed (SECTION 5.2 INCIDENT ACTION PLAN PROCESS AND MEETING).	<input type="checkbox"/>
STEP 6: Implement Response Objectives	
A. Hazard Contro Zones - Estab sh Hot, Warm and Co d Zones.	<input type="checkbox"/>
B. Leak Contro (Source Iso at on) - If safe to do so, contro and "so ate" the source (e.g., va ve c osures, c amp, plug, or patch).	<input type="checkbox"/>
C. Fre Contro Pan - Fre suppress on foam app cat on	<input type="checkbox"/>
D. Water supp es and runoff/dra nage	<input type="checkbox"/>
E. Ign t on source e mnat on	<input type="checkbox"/>
F. Sp Contro (confnement)	<input type="checkbox"/>
G. Sp Protect on (d vers on / defect on)	<input type="checkbox"/>
H. Vapor cloud track ng and surve ance operat ons	<input type="checkbox"/>
I. Est mate voume of vapor re ease	<input type="checkbox"/>
STEP 7: Decontamination and Clean-up Procedures	
A. Estab sh the Operat ona Pann ng Cyc e ser es of meet ngs and br ef ngs that produce the IAP (Inc dent Act on Pan) (FIGURE 5.2-1).	<input type="checkbox"/>
B. Recovery Pan – Depoyment of response equ pment for recovery of product.	<input type="checkbox"/>
C. Clean-up Pan – Act ons taken to phys ca y remove sp ed or re eased product from the mpacted s tes.	<input type="checkbox"/>

FIGURE 2.3-4 - VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS, CONTINUED

VAPOR CLOUD RELEASE - EIGHT-STEP INCIDENT MANAGEMENT PROCESS	
D. Decontamination Plan (SECTION 5.5)	<input type="checkbox"/>
E. Establish "How clean is clean" parameters.	<input type="checkbox"/>
F. Establish "Cleanup Assessment Teams" that can determine cleanup progress.	<input type="checkbox"/>
G. Waste Management Plan (SECTION 7.4)	<input type="checkbox"/>
H. Demobilization Plan (SECTION 8.2)	<input type="checkbox"/>
I. Claims / Community Action	<input type="checkbox"/>
J. ADDITIONAL RESPONSE ACTIONS (SECTION 2.2 through SECTION 2.13) (Refer to IMT job descriptions in (SECTION 4.6))	<input type="checkbox"/>
K. FACILITY-SPECIFIC RESPONSE CONSIDERATIONS (Refer to SECTION 6 for maps, tactical plans, and sensitivity information.)	<input type="checkbox"/>
STEP 8: Terminate the Incident	
A. Account for all personnel before leaving the scene of the emergency.	<input type="checkbox"/>
B. Conduct an incident debriefing session for all Emergency Response Team personnel.	<input type="checkbox"/>
C. Document response actions taken (Refer to SECTION 5.3 for documentation.)	<input type="checkbox"/>
<ul style="list-style-type: none"> Document the initial assessment and response activities (ICS Form 201 Incident Briefing). 	<input type="checkbox"/>
<ul style="list-style-type: none"> When establishing an ICS/UCS, ensure there is a unit to require documentation from people engaged in the spill response. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Through the ICS/UCS, execute a general Incident Action Plan (IAP) (SECTION 5.2.6) 	<input type="checkbox"/>
<ul style="list-style-type: none"> Ensure drug/alcohol testing is completed per DOT 199, if applicable (alcohol within 2 hours or max of 8 hours, drug within 32 hours). Refer to KPL Operating, Maintenance, and Emergency Procedure (O&M) Manual and the KPL DOT Drug Program Coordinator. See KPL employee website for a list of approved Lab Corp Collection Sites. 	<input type="checkbox"/>
<ul style="list-style-type: none"> Individual responders are to document their personal activities in ICS Form 214 A. 	<input type="checkbox"/>

FIGURE 2.3-5 - VAPOR CLOUD RELEASE - SPECIAL RESPONSE ACTIONS

"Hot Zone" Entry	
The release should be controlled defensively, if possible. If the on-scene Incident Commander deems it necessary to enter the "Hot Zone," it should only be done by a Response Team Member, trained to the "Technician" level, at a minimum. A Company hazardous material response protocols will be followed.	<input type="checkbox"/>
Upon initial entry, conduct representative air monitoring to identify any IDLH conditions, exposures over permissible exposure limits or published exposure levels, exposures over a radioactive material's dose limits, or other dangerous conditions, such as the presence of flammable atmospheres or oxygen-deficient environments.	<input type="checkbox"/>
Once the presence and concentrations of specific hazardous substances and health hazards have been established, identify the risks associated with these substances. Risks to consider include, but are not limited to: <ul style="list-style-type: none"> • An exposure exceeding the permissible exposure limits and published exposure levels • IDLH concentrations. • Potential skin absorption and irritation sources. • Potential eye irritation sources • Exposure sensitivity and flammability ranges. • Oxygen deficiency 	<input type="checkbox"/>
In situations where the level or concentration of contaminants in the area cannot be accurately identified, Level "A" or fully encapsulated suits must be worn for "Hot Zone" entry at a minimum. Caution: These suits offer very little fire protection. If a fire is a major hazard associated with the chemical, do not use these suits.	<input type="checkbox"/>
The following steps must be accomplished BEFORE anyone can enter the "Hot Zone": <ol style="list-style-type: none"> 1. Confirm Hazard Control Zones are established and proper PPE requirements for entry have been determined. 2. The buddy system will be used for all entries into the "Hot Zone." This means at least two entrants, trained to the Technician level, must enter together. <ol style="list-style-type: none"> 1. Only a team of two or more personnel may make up an Entry Team using the buddy system. The buddy system is essential for the safety of personnel. Entry Teams must maintain line-of-sight with each other throughout entry. 2. The Entry Officer must be within line-of-sight of at least one member of the Entry Team at all times. 3. A back-up Entry Team, of at least two entrants, trained to the Technician level, must be prepared for entry and capable of rescuing the entrants if necessary. The backup team will wear the same level of PPE as the entry team, and will be ready for immediate entry in the event rescue is required. 4. Decontamination station(s) must be established and decontamination personnel, trained to the Operations level, with appropriate PPE in place prior to any entry into the "Hot Zone." 5. Medical monitoring and/or rehabilitation areas must be established in the event of a medical emergency and to monitor personnel through decontamination. 6. If a sufficient number of qualified or trained response personnel are not available, an offensive entry should not be allowed and tactics will be limited to defensive measures only. 	<input type="checkbox"/>

2.4 EVACUATION

EVACUATION CHECKLIST	
TASK	
Request assistance from off-site agencies; convey Command Post's location	<input type="checkbox"/>
Assemble personnel at predetermined safe location: upwind/up gradient of release (assembly area)	<input type="checkbox"/>
Account for Company and contractor personnel	<input type="checkbox"/>
Assess injuries/fatalities (number/type/location)	<input type="checkbox"/>
Determine probable location of missing personnel	<input type="checkbox"/>
Secure site, establish re-entry point and check-in/check-out procedures	<input type="checkbox"/>
Develop list of known hazards (confined spaces, electrical hazards, physical hazards, vapors, oxygen deficiency, fire/exposure, etc.)	<input type="checkbox"/>
Monitor situation (weather, vapors, product migration) for significant changes	<input type="checkbox"/>
Assist in developing a Rescue Plan, if necessary	<input type="checkbox"/>

2.5 LIGHTNING

LIGHTNING CHECKLIST	
TASK	
Maintain equipment grounding systems to dissipate the effects of a lightning strike.	<input type="checkbox"/>
Provide lightning arrestors on electrical equipment throughout the system.	<input type="checkbox"/>
During thunderstorms, personnel are to avoid the following: <ul style="list-style-type: none"> • Storage Tanks • Pumping Equipment • Being in contact with or in close proximity to above ground piping or any non-insulated device attached to the pipeline • Trees and metal buildings • Open fields • Holding metallic objects 	<input type="checkbox"/>
During thunderstorms, personnel should be aware of the potential for lightning and remain alert for strikes that may affect the pipeline operation.	<input type="checkbox"/>

Possibly the most frequent effect of lightning is the interruption of electric power or communications to one or more locations on the pipeline. These events are covered in "abnormal" operation procedures described in the Operations Manual.

The most devastating effect of lightning is the striking of a tank and resulting fire. The response to a fire or explosion event is outlined in **SECTION 2.13**.

2.6 EARTHQUAKES

Earthquakes generally strike without warning, making them very difficult to prepare for. While the initial quake may be unpredictable, there is a certain amount of post-quake activity accompanying most quakes.

The Pipeline Control center has registered with the USGS to receive earthquake notifications within the operational areas of the continental USA. Based on the magnitude and distance of the earthquake the following procedures should be followed in the aftermath:

EARTHQUAKES CHECKLIST	
Stations and Terminal	
If an earthquake is within a 50 mile radius of the asset, the following is completed based on the magnitude.	
2.0 to 2.9 – Pipeline Control Center will notify the station or terminal of the earthquake. Inspect the asset at the next scheduled station walkthrough.	<input type="checkbox"/>
3.0 to 3.9 – Pipeline Control Center will issue a "Priority 3" notification for a visual inspection of the station.	<input type="checkbox"/>
4.0 to 4.9 – Pipeline Control Center will issue a "Priority 2" notification for a visual inspection of the station.	<input type="checkbox"/>
If an earthquake is within a 100 mile radius of the asset, the following is completed based on the magnitude.	
5.0 to 5.9 – Pipeline Control Center will issue a "Priority 2" notification for a visual inspection of the station.	<input type="checkbox"/>
> 6.0 – Pipeline Control Center will issue a "Priority 0" notification to shut down the station until a visual inspection is completed.	<input type="checkbox"/>
Underground Pipelines	
If an earthquake is within a 100-mile radius of the asset, the following is completed based on the magnitude.	
5.0 to 5.9 – Pipeline Control Center will notify the PCC communication scenario of the earthquake; plus reduce to 50% MOP and monitor for 12 hours. Operations Management will evaluate what other actions may be necessary on a case-by-case basis.	<input type="checkbox"/>
> 6.0 – Pipeline Control Center will notify the PCC communication scenario of the earthquake and shut the pipeline until a visual inspection is completed; plus operate at 50% MOP for 12 hours once the pipeline is brought back on.	<input type="checkbox"/>

Priority 3 = means within 24-hours of receiving notice of the earthquake occurrence and coupled with the control center's not registering any alarms.

Priority 2 = means as soon as feasible, safe, and practical; to coincide with the earliest available daylight to give the best viewing possible and coupled with the control center's not registering any alarms.

Priority 1 = registers a high sense of urgency; contact pipeline operator on call-out whatever the time of day or night it may be.

Priority 0 = registers the highest sense of urgency, Shut station down and contact pipeline operator on call-out whatever the time of day or night it may be.

2.7 TORNADO

TORNADO CHECKLIST	
TASK	
Monitor Impact Weather tool found on Dnet; plus available news media reports (FIGURE 3.1-7) <ul style="list-style-type: none"> • Tornado watch means conditions are favorable for tornadoes • Tornado warning means a tornado has been sighted 	<input type="checkbox"/>
When a tornado warning is issued, sound the local alarm	<input type="checkbox"/>
Have location personnel report to the designated area	<input type="checkbox"/>
Account for personnel on duty	<input type="checkbox"/>
Take shelter: <ul style="list-style-type: none"> • Go to an interior room on the lowest floor or designated storm shelter • Get under a sturdy piece of furniture • Use your arms to protect head and neck 	<input type="checkbox"/>
If the facility is damaged by the tornado, notify Supervisory Personnel	<input type="checkbox"/>
Go to the scene of the incident to evaluate the situation <ul style="list-style-type: none"> • Be aware of broken glass and downed power lines • Check for injuries • Use caution entering a damaged building 	<input type="checkbox"/>
Update Supervisory Personnel/Management	<input type="checkbox"/>
Conduct post-emergency evaluation and report	<input type="checkbox"/>

2.8 HURRICANE

Since hurricanes are very erratic in nature, Hurricane Preparedness Plan SOP (Standard Operating Procedures) will be implemented and followed when a storm path is predicted for a particular operational area. The SOP will provide procedures for a safe and orderly shutdown of operational assets within the predicted storm path. The procedures will also enact an organized tracking effort for hurricane preparedness activities which will allow for employees to handle company as well as their own hurricane preparedness needs.

The Hurricane Preparedness Plan (SOP) is divided into two sections, based on potential weather survey tracking forecasts and the timetables predicted for landfall within operating assets.

HURRICANE CHECKLIST	
TASK	
Tropical Storm / Hurricane forms and is being tracked by Impact Weather and National Weather Surveys	
Hurricane Season begins; general coastal areas heighten awareness to storm reports.	<input type="checkbox"/>
Tropical Storm/Hurricane forms or enters general area of operational assets.	<input type="checkbox"/>
Hurricane Preparedness Standard Operating Procedures Implemented	
Tropical Storm/Hurricane is 48 - 36 hours away and path is predicted in the direction of the operational assets threshold parameter to implement the Hurricane Preparedness Plan (SOP).	<input type="checkbox"/>
Hurricane Preparedness Plan (SOP) is implemented.	<input type="checkbox"/>

2.9 FLOOD

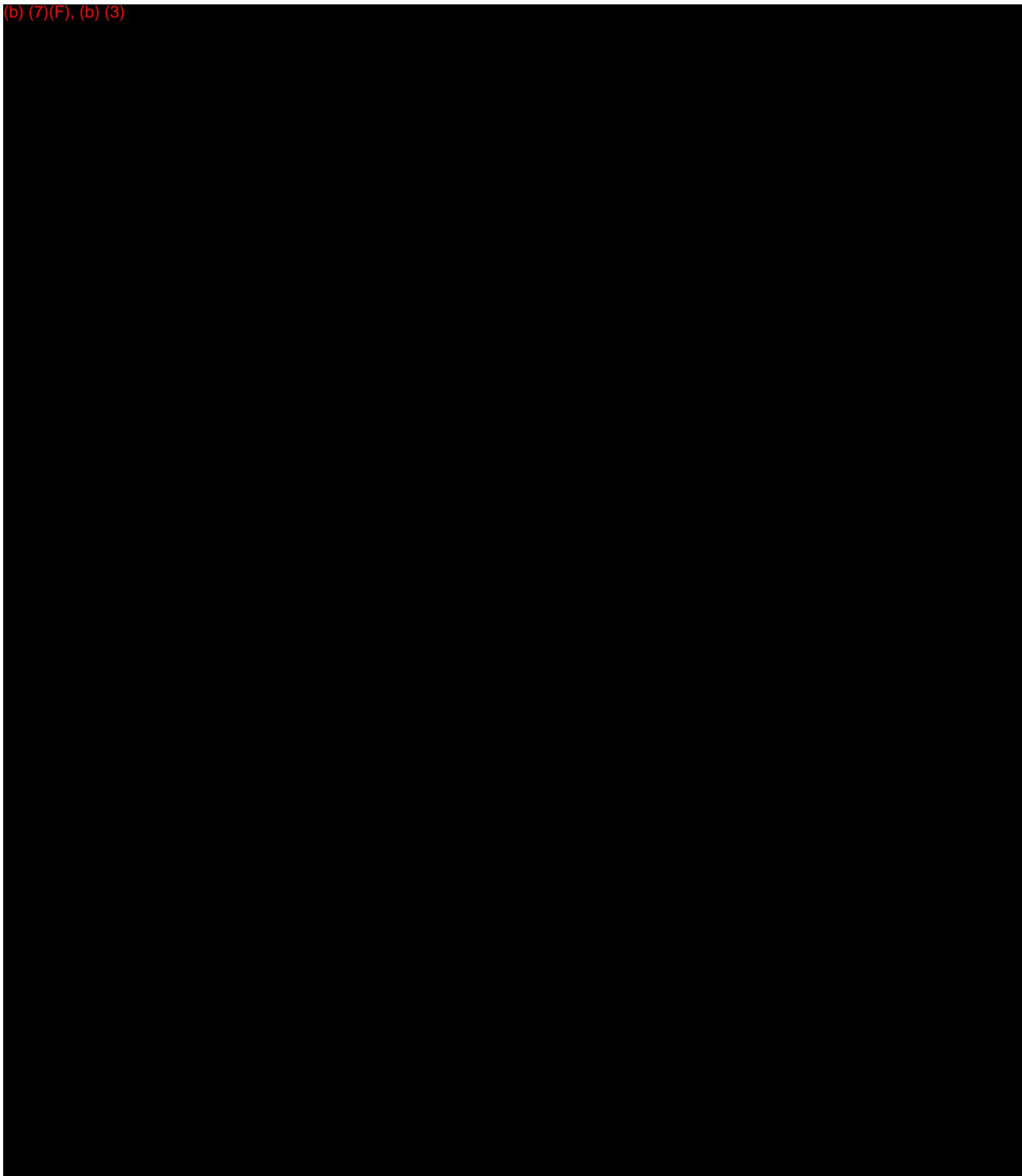
FLOOD CHECKLIST	
TASK	
When conditions warrant, perform continuous monitoring of the situation by listening to radio and/or television reports (FIGURE 3.1-7) Monitor Impact Weather tool found on Dnet. <ul style="list-style-type: none"> Flash flood watch means flooding is possible Flash flood warning means flooding is occurring or imminent 	<input type="checkbox"/>
As appropriate, update supervisory personnel	<input type="checkbox"/>
Establish an evacuation plan (SECTION 2.4)	<input type="checkbox"/>
Take preliminary actions to secure the facility before flooding and mandatory evacuation	<input type="checkbox"/>
Consider having sandbags brought to sites that could be affected by the flooding	<input type="checkbox"/>
Consider obtaining portable pumps and hoses from local suppliers or from other petroleum service locations in the area	<input type="checkbox"/>
Consider removing product from underground storage tanks, sumps, and separators (if applicable). Consider replacing with water to prevent them from floating out of the ground	<input type="checkbox"/>
Keep at least a normal bottom in above ground tankage, more if possible	<input type="checkbox"/>
Plug rack drains and facility drains connected to the sump	<input type="checkbox"/>
Consider anchoring bulk additive tanks, fuel barrels, empty drums, and propane tanks (if applicable)	<input type="checkbox"/>
Notify supervisory personnel/management that the facility will be closed	<input type="checkbox"/>
Consider shutting off high voltage power and natural gas lines	<input type="checkbox"/>
Close valves on product and additive storage tanks	<input type="checkbox"/>
Before evacuation, know where employees will be residing and obtain phone numbers so they can be contacted if additional emergencies occur	<input type="checkbox"/>
Conduct a post-emergency evacuation and report	<input type="checkbox"/>
Maintain hazards awareness: <ul style="list-style-type: none"> Structural damage Downed power lines Leaking natural gas, water, and sewer lines Poisonous snakes and other wildlife sheltering in structures, vehicles, and furniture Avoid direct contact with flood water, mud, and animal carcasses 	<input type="checkbox"/>

2.10 MEDICAL

MEDICAL CHECKLIST	
TASK	
Summon emergency medical services (EMS) to the scene (FIGURE 3.1-5)	<input type="checkbox"/>
Do not move the patient unless a situation (such as a fire) threatens patient's life	<input type="checkbox"/>
If trained, provide first aid until the EMS arrive at the scene	<input type="checkbox"/>
As the situation warrants, try to stop the bleeding and keep the patient breathing until the EMS arrive at the scene	<input type="checkbox"/>
<p>The rescuer's role includes:</p> <ul style="list-style-type: none"> ● Removing the patient from any situation threatening patient's life or the lives of rescuers ● Correcting life-threatening problems and immobilizing injured parts before transporting the patient ● Transporting the patient in a way that minimizes further damage to injured parts ● Administering essential life support while the patient is being transported ● Observing and protecting the patient until medical staff can take over ● Administering care as indicated or instructed 	<input type="checkbox"/>

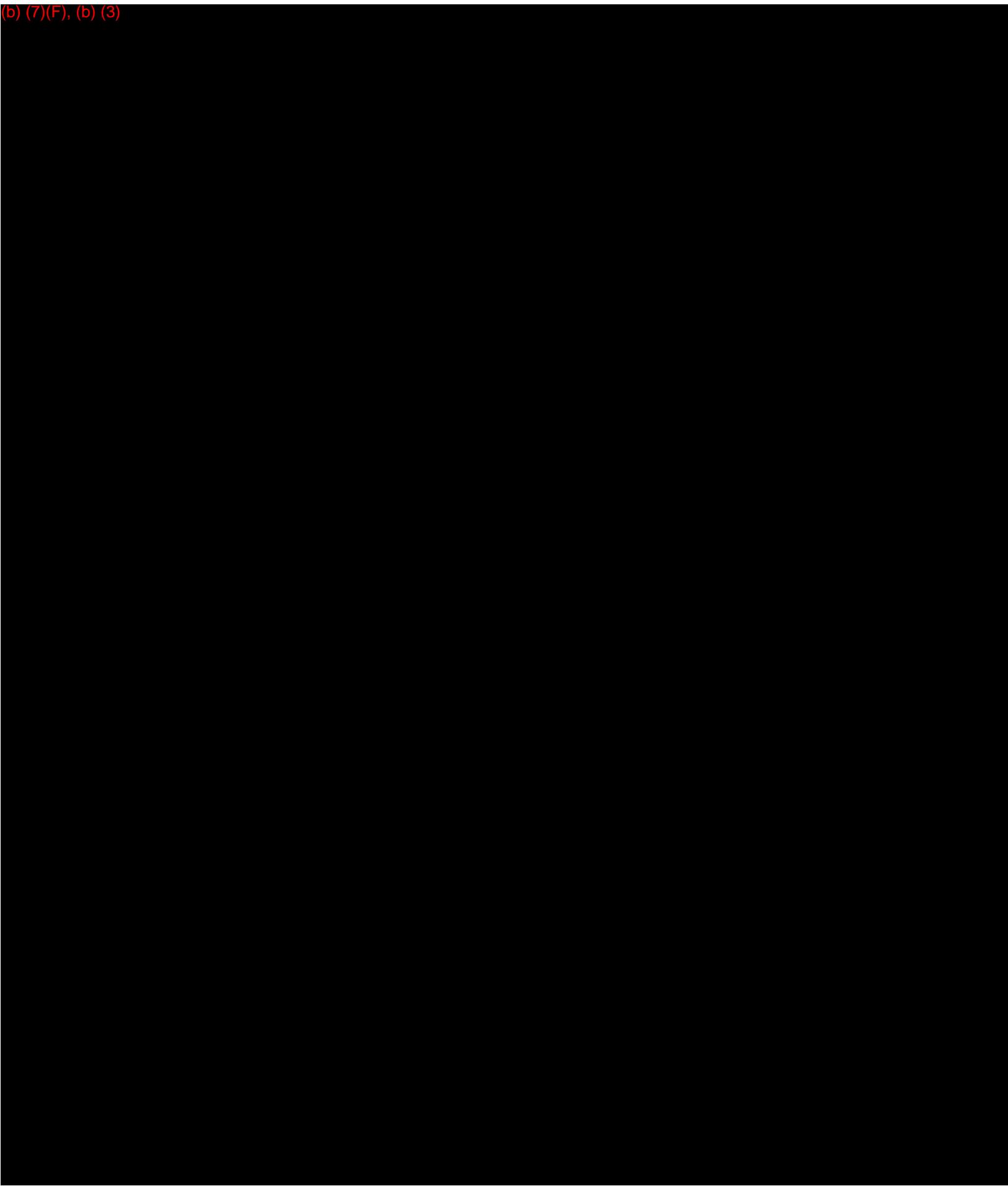
2.11 SABOTAGE

(b) (7)(F), (b) (3)



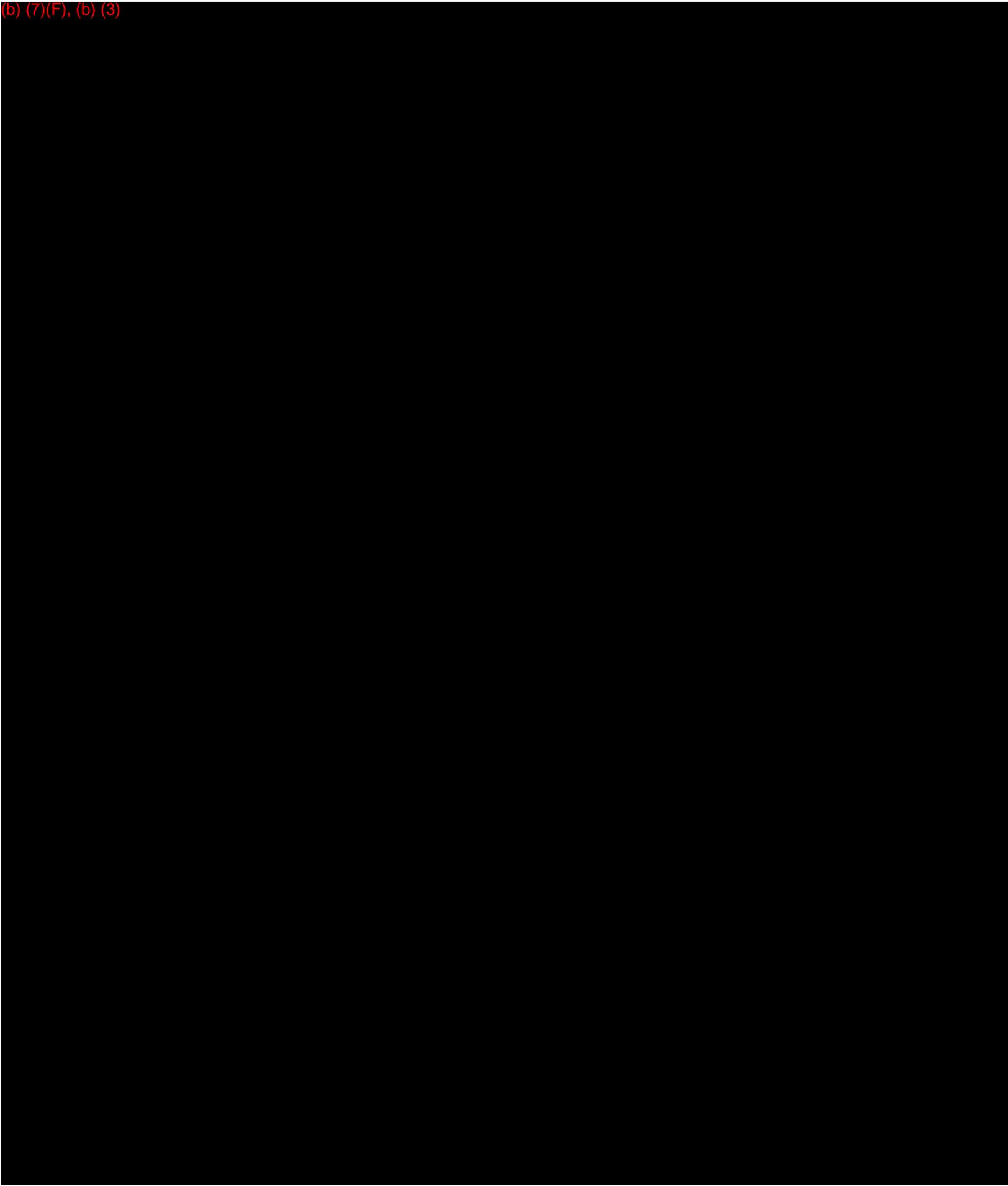
2.12 BOMB THREAT

(b) (7)(F), (b) (3)



BOMB THREAT REPORT

(b) (7)(F), (b) (3)



2.13 FIRE AND/OR EXPLOSION

Your first consideration is always the safety of people in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST	
TASK	
At a manned facility	
Evaluate the situation; approach cautiously from upwind; do not rush in	<input type="checkbox"/>
Notify the local police and fire departments (as appropriate)	<input type="checkbox"/>
Notify supervisory personnel	<input type="checkbox"/>
Appropriately trained personnel may attempt to extinguish the fire if it is in the incipient (early) stage and if it can be done safely	<input type="checkbox"/>
If the fire/explosion is a result of a pipe rupture, isolate product release by closing valves	<input type="checkbox"/>
Undertake basic site control: <ul style="list-style-type: none"> • Make an assessment of hazards • Isolate the area • Keep people away from the scene and outside the safety perimeter as per the evacuation plan (SECTION 2.4) • Establish safety zones and escape routes 	<input type="checkbox"/>
Respond to the fire: <ul style="list-style-type: none"> • Establish a Command Post and lines of communication • Maintain site control • Establish Incident Command/Unified Command as necessary (SECTION 4.4) 	<input type="checkbox"/>
Can additional resources, on-scene personnel and equipment adequately handle the emergency (FIGURE 3.1-4, FIGURE 3.1-6)	<input type="checkbox"/>
Conduct a post-emergency evaluation (SECTION 8.3) and report	<input type="checkbox"/>

2.13 FIRE AND/OR EXPLOSION, CONTINUED

Your first consideration is always the safety of people
in the immediate area, including your own.

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST, CONTINUED	
TASK	
At an unmanned facility	
Handle the call	<input type="checkbox"/>
Notify the local police and fire departments (as appropriate)	<input type="checkbox"/>
Notify supervisory personnel	<input type="checkbox"/>
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in	<input type="checkbox"/>
Undertake basic site control: <ul style="list-style-type: none"> • Make an assessment of hazards • Evaluate the area for visitors or personnel in the area prior to the event • Isolate the area • Keep people away from the scene and outside the safety perimeter as per the evacuation plan (SECTION 2.4) • Establish safety zones and escape routes 	<input type="checkbox"/>
Update supervisory personnel/management	<input type="checkbox"/>
If the fire/explosion is a result of a pipe rupture, isolate the product release by closing valves	<input type="checkbox"/>
Respond to the fire: <ul style="list-style-type: none"> • Establish a Command Post and lines of communication • Maintain site control • Establish Incident Command/Unified Command as necessary (SECTION 4.4) 	<input type="checkbox"/>
Can additional resources, on-scene personnel and equipment are adequate to handle the emergency (FIGURE 3.1-4, FIGURE 3.1-6)	<input type="checkbox"/>
Conduct a post-emergency evaluation (SECTION 8.3) and report	<input type="checkbox"/>

SECTION 3

NOTIFICATIONS / TELEPHONE NUMBERS

Last revised: March 24, 2014

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3.1 Emergency Information and Notification Procedures

Figure 3.1-1 - Emergency Notification Flow Chart

Figure 3.1-2 - First Report of Incident Form

Figure 3.1-3 - PHMSA Spill Report Form

Figure 3.1-4 - Internal Notifications and Telephone Numbers

Figure 3.1-5 - External Notifications and Telephone Numbers

Figure 3.1-6 - Oil Spill Response Contractor Resources and Telephone Numbers

Figure 3.1-7 - Additional Resources, Notifications, and Telephone Numbers

Figure 3.1-8 - Adjoining Neighbors

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

Accidents/incidents may be reportable to one of several different agencies, depending on the:

- Location of the accident/incident.
- Nature of the accident/incident.
- Circumstances surrounding the accident/incident.

The National Response Center (NRC) is a service operated by the U.S. Coast Guard that acts as a clearinghouse for several agencies. Calling the NRC fulfills the telephonic notification obligation required by the following agencies:

- DOT
- U.S. Coast Guard
- EPA

Notifying the NRC may also meet requirements in some areas of the Superfund Amendments and Re-Authorization Act (SARA), passed in 1986 under the provisions commonly called the "Community Right-To-Know" provisions.

NRC must be notified immediately of certain accidents:

Immediate Notice of Certain Accidents - 49 CFR 195.52

The Qualified Individual or Designee shall notify the **National Response Center** in Washington, D.C. by telephone at **1-800-424-8802** or electronically at <http://www.nrc.uscg.mil>, at the earliest practicable moment (PHMSA ADB_2013_01 encourages such notification to occur not later than one hour) following discovery of a release that:

- Caused a death or a personal injury requiring hospitalization;
- Resulted in either a fire or explosion not intentionally set by the operator;
- Caused estimated property damage, including cost of cleanup and recovery, value of lost product, and damage to the operator or others, or both, exceeding \$50,000;
- Resulted in pollution of any stream, river, lake, reservoir or other similar body of water that violates applicable water quality standards, causes a discoloration of the surface water or adjoining shoreline, or deposits a sludge or emulsion beneath the water surface or upon adjoining shoreline; or
- In the judgment of the operator, is a significant event, even though it does not meet the other criteria listed herein.

An additional telephonic report shall be made to the NRC if significant new information becomes available during the emergency response phase of a reported event at the earliest practicable moment after such additional information becomes known.

Other "immediate" federal and state notification requirements may apply. These additional federal and state notifications may vary by agency jurisdiction and/or from state-to-state, but must also be addressed at the earliest practicable moment. For additional possible immediate notifications refer to the company's Operating, Maintenance, and Emergency Procedures for Hazardous Liquids (M1410.100), Section 2.0 EMERGENCY PROCEDURES.

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES, CONTINUED

There are two classes of emergency events, "reported" and "confirmed."

A "reported" emergency is either an event reported by someone other than a company employee and which cannot be immediately confirmed or a pressure or flow rate change that is not confirmed by a second source.

A "confirmed" emergency is an event reported by a company employee or reported by someone other than a company employee and "confirmed" by a second source. Any event that threatens lives or public safety if immediate action is delayed, is to be considered a confirmed emergency.

In either case, upon receiving notification about an emergency event, the company employee will take immediate actions (**SECTION 2**) and begin notification procedures based on the situation.

The general "Internal Incident Notification Sequence" is as follows:

- **First:** Call 911 if emergency services are needed; isolate the source if it is safe to do so.
- **Second:** Dial: 1-316-828-5001:
 - Koch Security will answer:
 - "Koch Security, what is your Emergency?"
- **Third:** Reply with one of the following Incident Types):
 - Injury / Illness
 - Environmental Incident
 - Vehicle Accident
 - Pipeline Hit
 - Fire, Explosion, or Lightning Strike
 - Third Party Release on KPL Property
- **Fourth:** Security will ask:
 - Your name, location, date and time of incident, severity of the incident, if response resources are needed, and if emergency services are required
 - For an Environmental incident, the amount, product type, source, affected areas, and if response resources are needed
- **Fifth:** After activating the Communicator:
 - Expect a call-back from the Compliance on-call person within 15 minutes.
 - If the incident requires Oil Spill Response resources, contact your QI.
 - Important: Reactivate the Communicator and/or call your QI if you do not receive a call-back from the Compliance on-call person.

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES, CONTINUED

Should the person making notifications encounter problems with the notification process listed above, individual calls may be required to ensure appropriate notifications are made.

The priority of actions and response procedures will depend upon actual circumstances and will be determined by the Incident Commander.

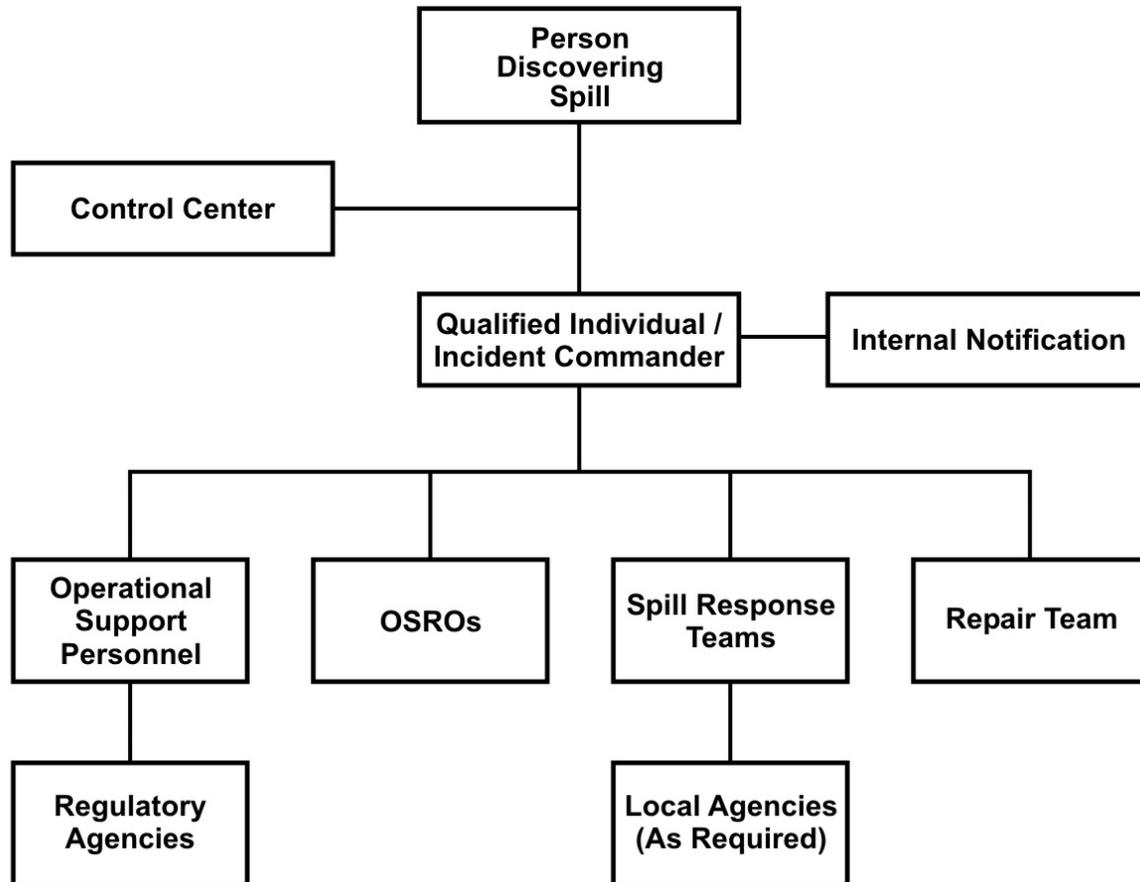
Information required (in order below):

- 1 - Your name and phone number, type of incident reported and location
- 2 - Supervisor name.
- 3 - Time and Date
- 4 - Product released and estimated quantity
- 5 - Source of release
- 6 - Affected medium (Land or Water)
- 7 - Affected employee (if applicable)
- 8 - Has area been secured?

Note: Remember -

- 1) **Safety is our #1 concern**
- 2) **Report only the facts!**

FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART



This section also contains the following:

- **FIGURE 3.1-2** provides a First Report of Incident Form. This form is utilized for initial internal reporting.
- **FIGURE 3.1-3** provides a PHMSA Spill Report Form. This form is utilized for initial PHMSA external reporting.
- **FIGURE 3.1-4** provides internal notification summary and documentation form to assist in documenting notifications.

FIGURE 3.1-2 - FIRST REPORT OF INCIDENT FORM

***This is a sample form. Actual documentation should be submitted as a First Report of Incident into the Lynx Database as required by KPL G120.010.**

Short Description:			
Responsible Dept. / Unit:			
Supervisor:			
Select a Level of Consequence and Check all that Apply:			
Level of Consequence: <input type="checkbox"/> Near Miss <input type="checkbox"/> Incident			
General:			
<input type="checkbox"/> Economic Loss		<input type="checkbox"/> Injury	
<input type="checkbox"/> Environmental		<input type="checkbox"/> Property Damage	
<input type="checkbox"/> Fire / Explosion		<input type="checkbox"/> Quality	
<input type="checkbox"/> Health / Illness		<input type="checkbox"/> Security	
Where did the incident occur? Location:			
Specific Location:			
When did the incident occur?	Date Occurred:	/ / 20__	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
	Date Reported:	/ / 20__	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
Enter a full description of the Incident:			
Weather:		PSM Incident:	
Incident Flags: <input type="checkbox"/> Key Risk <input type="checkbox"/> Right of Way Encroachment <input type="checkbox"/> Third Party			
Equipment Involved	Critical	Comment	
Witness Name:	Address:	Phone:	
Contractor		Involvement Type	
Enter any Injury / Illness Information:			
Patient	Class	Body Part	Position
Enter any Release Information:			
Chemical Agent	Medium	Amount	Unit
Actual Risk Rating:		Potential Risk Rating:	

FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
*KPL Incident Communicator System	1 316 828 5001 (Koch Security w answer) (Off ce)	NA	Internal Communication System			
Control Center (24 Hours) (Wichita-Kansas)	(877) 436 2946 (Off ce) (b) (6) (Home)	NA	Control Center			
*Non Emergency Koch One Call Center (KOCC)	(316) 828 4073 (during business hours) (Off ce) (b) (6) (Home)	NA	Non Emergency communications #.			
**Koch Pipeline ER Open Telephone Conference Number	1 866 450 3236 (Conference Line: 8900111#, P n: 1945#) (Off ce)	NA	Internal Open Communication Telephone Line			
Mike Frischen Operations Supervisor Qualified Individual	(409) 989 6402 (Off ce) (b) (6) (Home) *(Mobile)	1.0 6.0	On Scene Incident Commander, EOC Manager	x	x	x
Joshua Martin Project Manager Qualified Individual	(409) 989 6366 (Off ce) (b) (6) (Home) *(Mobile)	1.0 6.0	On Scene Incident Commander, EOC Liaison (City Representation)	x	x	x
Tom (Mike) Moore Operations Supervisor Qualified Individual	409 989 6782 (Off ce) (b) (6) (Home) (Mobile)	1.0 6.0	On scene Incident Commander, Operations Section Chief	x	x	x
Mey Mundwer Operations Supervisor Qualified Individual	(409) 989 6723 (Off ce) (b) (6) (Home) *(Mobile)	1.0 6.0	On scene Incident Commander, Operations Section Chief	x	x	x
Gabrie Lugo Emergency Response Manager Qualified Individual	(361) 242 5544 (Off ce) (b) (6) (Home) (Mobile) (361) 224 5845 (Pager)	8.0 12.0	On Scene Incident Commander, EOC Liaison, Any ICS Position	x	x	x
Marie Teeter DOT Compliance Coordinator	(409) 989 6346 (Off ce) (b) (6) (Mobile)	1.0 6.0	Command Staff: Government Liaison, Planning Section: Technical Specialist DOT	x	x	
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the appropriate columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for O Sp Response) A Facility Personnel, IMT, QI Components					
3	Qualified Individual/Incident Command Training					

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Justin Barrer Pipeline Operator	(936) 336 2211 (Office) (b) (6) *(Mobile)	1.0 6.0	Int'a Responder, Operations Section: Strike Team/Task Force Leader, Single Resource Boss	x	x	
Michael Bobo Environmental Manager	(409) 989 6521 (Office) (b) (6) *(Mobile)	1.0 6.0	Government Liaison, Environmental Unit Leader	x	x	
Kevin Denton Automation Technician	(936) 336 2211 X249 (Office) (b) (6) *(Mobile)	1.0 6.0	Int'a Responder, Operations Section: Strike Team/ Task Force Leader, Single Resource Boss	x	x	
Jerry James Measurement Technician	(409) 989 6818 (Office) (b) (6) *(Mobile)	1.0 6.0	Planning Section: Technica Specialist (Measurement); Operations Section: Strike Team / Task Force Leader or Single Resource Boss	x	x	
William Lancon III Pipeline Operator	(936) 336 2211 (Office) (b) (6) *(Mobile)	1.0 6.0	Int'a Responder; Operations: Strike Team/ Task Force Leader or Single Resource Boss	x	x	
David May I&E Supervisor	(409) 989 6816 (Office) (b) (6) *(Mobile)	1.0 6.0	First Responder Group / Divisions Supervisor, Branch Director Operations Section Chief	x	x	
Cody Mchasky Measurement Technician	(936) 336 2211 (Office) (b) (6) *(Mobile)	1.0 6.0	Planning Section: Technica Specialist (Measurement); Operations Section: Strike Team / Task Force Leader or Single Resource Boss; Int'a Responder	x	x	
Ervin Ponck Right Of Way Agent	(409) 989 6343 (Office) (b) (6) *(Mobile)	1.0 6.0	Logistics Section Chief; Planning Section: Technica Specialist (ROW)	x	x	
Verda (Dee) Cunningham Project Administrator	409 989 6698 (Office) (b) (6) *(Mobile)	1.0 6.0	Finance Section Chief; Planning Section Chief; Logistics Sections Chief;	x	x	
Ben W Cox Pipeline Operator	(936) 336 2211 (Office) (b) (6) *(Mobile)	1.0 6.0	Int'a Responder; Operations Section: Strike Team/ Task Force Leader or Single Resource Boss	x	x	
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the appropriate columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for O Sp Response) A Facility Personnel, IMT, QI Components					
3	Qualified Individual/Incident Command Training					

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

SPILL MANAGEMENT TEAM						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Ernest Edwards III Pipeline Operator	(409) 989 6390 (Office) (b) (6) *(Mobile) (409) 726 0017 (Pager)	1.0 6.0	First Responder; Operations Section: Strike Team/ Task Force Leader or Single Resource Boss	x	x	
Michael Droddy SETX Safety Manager	(409) 989 6420 (Office) (b) (6) *(Mobile)	1.0 6.0	Safety Officer	x	x	
Jacob Armentor Pipeline Operator	(936) 336 2211 (Office) (b) (6) *(Mobile)	1.0 6.0	Initial Responder; Operations Section: Strike Team/ Task Force Leader or Single Resource Boss	x	x	
Daniel Aragon Pipeline Operator	(409) 287 3946 (Office) (b) (6) *(Mobile) (409) 726 0251 (Pager)	1.0 6.0	Initial Responder; Operations Section: Strike Team/ Task Force Leader or Single Resource Boss	x	x	
Tom Helman Operations Manager SETX	(409) 989 6805 (Office) (b) (6) *(Mobile)	1.0 6.0	Executive Senior Management, Crisis Manager			
Brandon Foreman Pipeline Operator	(409) 989 6460 (Office) (b) (6) *(Mobile)	1.0 6.0	Initial Responder; Operations Section: Strike Team/ Task Force Leader or Single Resource Boss	x	x	
James Hester Automation Technician	(936) 336 2211 (Office) (b) (6) *(Mobile)	1.0 6.0	Initial Responder, Operations Section Chief, Ops Division / Group Supervisor	x	x	
Jonathon (Chet) Ho field PIPELINE OPERATOR	(b) (6) *(Mobile)	1.0 6.0	First Responder Strike Team/ Task Force Leader or Single Resource Boss Staging Area Manager;	x	x	
Daniel Cruthrds Engineering Manager	(409) 989 6473 (Office) (b) (6) *(Mobile)	1.0 6.0	Planning: Section Chief, USC, Logistics: Section Chief, UCS, Operations: Group Supervisor, Repair Group	x	x	
EMERGENCY RESPONSE TRAINING TYPE ¹						
There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the appropriate columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.						
TYPE ¹	DESCRIPTION					
1	29 CFR 1910.120 HAZWOPER					
2	OPA (Training Reference for On-Site Response) All Facility Personnel, IMT, QI Components					
3	Qualified Individual/Incident Command Training					

NOTE: Training records will be maintained in accordance with the Company Records Retention Schedule.

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Initial		
Nat onal Response Center 2100 2nd Street, Southwest Room 2111 B Wash ngton, DC 20593 0001 For on ne report ng: http://nrc.uscg.m/	(800) 424 8802* (202) 267 2675* (202) 267 1322 (Fax) TDD: (202) 267 6444	
none		
none - !none!		
County		
CTEH (Center for Tox co ogy & Env ronmenta Health) 2000 Anders Lane Kermah, TX 77565	866 869 2834 (24 hrs) 281 535 2834	
Recommended		
Federal Agencies		
Federa Bureau Invest gat on 2500 East T.C. Jester Blvd. Houston, TX 77008 1365	(713) 693 5000	
Federa Bureau Invest gat on 600 Gu f Freeway Texas Cty, 77591 2825	(409) 935 7327	
US F sh & W d fe Serv ce 1351 N Ma n Street L berty, Texas 76575 3707	(936) 336 9786	
State Agencies - Texas		
FAA Ar Traff c 2601 Mechum Bou evard Fort Worth, TX 76137	(817) 222 5006 (817) 222 5943	
Ra road Commss on of Texas Off ce of P pe ne Safety Reg on 5 Houston 1706 Seamst Dr ve Sute 501 Houston, TX 77008 3135	(713) 869 8425 (713) 869 8425 (Fax)	
Reg ona Director: Heather Fedrman TCEQ 3870 Eastex Freeway Beaumont, Texas 77703 1830	(409) 898 3838 (409) 892 2119	
Reg ona Director: Lnda K. Vasse TCEQ 5425 Pok Street Ste. H Houston, Texas 77023 1452	(713) 767 3500 (713)767 3520	
STAN (Southeast Texas Aert ng Network)	(877) 843 7826	
State Emergency Response Commss on (SERC) Texas Dv s on of Emergency Management PO BOX 4087, MSC.0223 Aust n, TX 78733 (You must nform SERC what agency to contact: TCEQ/ TGLO / RRC)	(800) 832 8224 (800) 452 2791 (512) 424 5677	
Texas 811 11880 Greenv e Avenue Sute 120 Da as, TX 75243	(800) 344 8377 (DIG TESS) (972) 231 5497	
Texas Commss on on Env ronmenta Qua ty Reg on 10 3870 Eastex Freeway Beaumont, Texas 77703	(409) 898 3838 (800) 832 8224 (Sp Emergency)	
Texas Department of Parks and W d fe 4200 Smith Schoo Road Aust n, TX 78744	(512) 389 4800 (800) 792 1112	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
State Agencies - Texas		
Texas Department of Public Safety Texas Divisions of Emergency Management 5805 North Lamar Boulevard Austin, TX 78752	(512) 424 2208 (24 hr) (512) 424 7160 (Fax)	
Texas General Land Office 2300 Hwy 365, Suite 340 Nederland, TX 77627 6256	(409) 727 7481 (409) 727 1261 (fax)	
Texas Railroad Commission District 3 Oil & Gas Houston District Office 1701 Seamst Number 501 Houston, TX 77008	(713) 869 5001	
Texas Railroad Commission Office of Pipeline Safety (24 hr) Gas Service Division, Houston TX 1706 Seamst Drive Suite 501 Houston, TX 77008	(713) 869 8425 (713) 869 5001	
Texas Rangers 1923 Sam Houston Street Lubbock, TX 79701 4800	(936) 336 4627	
TGLLO Special Prevention and Response Divisions 1700 N Congress Ave. #340 Austin, TX 78701	(800) 832 8224 (409) 727 7481	
County Agencies - Texas		
Chambers County		
Anahuac Volunteer Fire Department 501 Miller Street Anahuac, Texas 77514	(409) 267 6620	
Barbers Hill Volunteer Fire Department 11607 Eagle Drive Mont Belvieu, TX 77580	(281) 576 2021	
Beach City Volunteer Fire Department 12723 FM 2354 Baytown, TX 77520	(281) 573 1196 (281) 573 9484	
Chambers County Emergency Management 404 Washington Ave Anahuac, Texas 77514	(409) 267 8343	
Chambers County Sheriff's Office 201 North Court Anahuac, TX 77514	(409) 267 2508	
Constable Precinct 1 Dennis Dugat 1436 FM 1406 Winnie, Texas 77665	(409) 296 2255	
Constable Precinct 2 Don R. Langford 201 North Court Anahuac, Texas 77514	(409) 267 2516 (409) 267 8342	
Constable Precinct 3 Donna Standey 9310 FM 562 Anahuac, Texas 77514	(409) 252 4345 (409) 252 4479	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Chambers County		
Constable Precinct 4 Ben L. "Butch" Bean 10616 Eagle Drive Mont Belvieu, Texas 77580	(409) 267 2609	
Constable Precinct 5 Cec R. "Popeye" Odham 524 #9 Road Wasson, Texas 77597	(409) 389 8232 (409) 389 2411	
Constable Precinct 6 Robert Barrow 7711 Highway 146 Baytown, Texas 77520	(281) 383 2011 (281) 573 1823	
Cove Fire and Rescue 5735 FM 565 S Baytown, TX 77523	(281) 573 9193	
Hankamer Volunteer Fire Department 9436 Highway 61 Hankamer, TX 77560	(409) 374 2736	
Highway Patrol 20906 IH 10 Wasson, TX 77597 3020	(409) 389 2653	
Mont Belvieu Police Department 11607 Eagle Drive Mont Belvieu, TX 77580	(281) 576 2417	
Mont Belvieu Police Department P.O. Box 1048 Mont Belvieu, TX 77580 1048	(281) 576 2417	
Oak Island/Double Bayou Volunteer Fire Department P.O. Box 1119 Anahuac, TX 77514 1119	(409) 252 4578	
Old River Winfree Volunteer Fire Department 4822 N FM 565 Baytown, Texas 77523	(281) 385 5132	
Smith Point Fire Department 309 Pummer Camp Rd Anahuac, TX 77514	(409) 355 2202	
Wasson Volunteer Fire Department P.O. Box 196 Wasson, TX 77597 0196	(409) 389 2430	
Winnie Stowe Volunteer Fire Department 825 State Highway 124 Winnie, TX 77665 7801	(409) 296 4133	
Jefferson County		
Beaumont Memorial Hermann Baptist Hospital 3080 Coege Beaumont, TX 77701 Mailing Address: P.O. Box 1591 Beaumont, TX 77704	(409) 212 5000	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Jefferson County		
Beaumont Sa nt E zabeth's Hosp ta 2830 Cau der Avenue Beaumont, TX 77702	(409) 892 7171	
Beaumont Fre Department 400 Wa nut Beaumont, TX 77701	(409) 838 6371 (409) 880 3901	
Beaumont Po ce Department 255 Co ege St PO Box 2827 Beaumont, TX 77704	(409) 832 1234 (409) 880 3865 Dspatch (409) 880 3862 Report ng	
Constab e Prec nct 1 Char es L. Wgg ns Jr. 1001 Pear Street Room 103 Beaumont, Texas 77701	(409) 835 8450	
Constab e Prec nct 2 Leonard J. Roccaforte 525 Lakeshore Dr ve Port Arthur, Texas 77640	(409) 983 8335 (409) 983 8320	
Constab e Prec nct 4 James Trahan 19217 FM 365 Beaumont, Texas 77705	(409) 794 3150 (409) 794 3156	
Constab e Prec nct 6 Joseph Stevenson 1225 Pear Street Suite 101 Beaumont, Texas 77701	(409) 839 2339	
Constab e Prec nct 7 Jeff Greenway 7933 V terbo Road Su te 5 Beaumont, Texas 77705	(409) 722 1033	
Constab e Prec nct 8 Edd e Co ns 525 Lakeshore Dr ve Port Arthur, Texas 77640	(409) 983 8311	
Groves Fre Department 6150 Short Street Groves, TX 77619	(409) 962 4469 (409) 962 4460 (non emergency) 911	
Groves Po ce Department 3947 L nco n Ave Groves, TX 77619	(409) 962 4471 (409) 727 1614 (non emergency)	
Jefferson Co. LEPC 1149 Pear Street Beaumont, TX 77701	(409) 835 8757 (409) 835 8755	
Jefferson Co. Sher ff Department 1001 Pear Street Beaumont, TX 77701	(409) 835 8411 (409)726 2500 Md County	
Port Arthur St. Mary's Hosp ta 3600 Gates Bou evard Port Arthur, TX 77642	(409) 985 7431	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Jefferson County		
Port Arthur Fire Department 300 Waco Port Arthur, TX 77642	(409) 983 8740	
Port Arthur Police Department 645 4th Street Port Arthur, TX 77642	(409) 983 8600	
Port Neches Fire Department 1209 Merriman Port Neches, TX 77627	(409) 722 3312 (409) 722 5885 (non emergency)	
Port Neches Police Department 1201 Merriman Port Neches, TX 77651	(409) 722 3122 (409) 722 1424 (non emergency)	
The Medical Center of Southeast Texas 2555 Jimmy Johnson Boulevard Port Arthur, TX 77640	(409) 724 7389 (409) 853 5400	
Liberty County		
Ames Volunteer Fire Department P.O. Box 2078 Liberty, TX 77575 2078	(936) 336 6511	
Bear Creek Volunteer Fire Department 11550 FM 1725 Rd. Cleveland, TX 77328 5402	(281) 432 2862 (281) 354 6276	
Big Thicket Estates Volunteer Fire Department P.O. Box 574 Rye, TX 77369 0574	(936) 685 4455	
Cleveland Fire Department 207 E. Boothe Street Cleveland, TX 77327 4048	(281) 592 8721 (281) 592 8044	
Cleveland Police Department 226 Peach St. Cleveland, TX 77327 4230	(281) 592 2621	
Constable Precinct 1 Hon. Tim A. Son P.O. Box 9049 Liberty, Texas 77575	(936) 336 4587 (936) 336 4640	
Constable Precinct 2 Hon. Leslie Husey 313 Main St Daisetta, Texas 77533	(936) 536 1114 (936) 536 3095	
Constable Precinct 3 Hon. Danny Frankum Rt 1, Box 275G Liberty, Texas 77575	(936) 298 3687	
Constable Precinct 4 Hon. Chad Pafford 1300 W. Cayton Dayton, Texas 77535	(936) 258 2461 (936) 258 2010	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Liberty County		
Constable Precinct 5 Hon. L.W. DeSpain P.O. Box 669 Cleveland, Texas 77327	(281) 593 3189	
Constable Precinct 6 Hon. Royce Wheeler 306 Campbell Cleveland, Texas 77327	(281) 593 8418 (281) 593 8414	
Dassetta Police Department 410 Main St, #B Dassetta, TX 77533	(936) 536 6120	
Dayton Fire Department P.O. Box 606 Dayton, TX 77535 0011	(936) 258 5323	
Dayton Police Department 111 N. Church Street Dayton, TX 77535 2601	(936) 258 7621	
Devers Volunteer Fire Department 104 Gates St Devers, TX 77538	(936) 549 7311	
Hardin Volunteer Fire Department 10741 State Hwy 146 N Hardin, TX 77561	(936) 298 2828	
Hu Dassetta Volunteer Fire Department P.O. Box 639 Dassetta, TX 77533 0639	(936) 536 3804	
Kenefick Police Department 3709 FM 1008 Dayton, TX 77535	(936) 258 3319	
Kenefick Volunteer Fire Department P.O. Box 441 Dayton, TX 77535 0008	(936) 258 3319	
Liberty City Fire Department 1912 Lake and Drive Liberty, TX 77575 3855	(936) 336 3922	
Liberty County Emergency Management 2400 Beaumont Ave Liberty, Texas 77575	(936) 334 3219	
Liberty County Sheriff's Office 2400 Beaumont Avenue Liberty, TX 77575 5902	(936) 336 4505 (936) 336 4500	
Liberty Police Department 1914 Lake and Drive Liberty, TX 77575	(936) 336 5666	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS**Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)**

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended , Continued		
County Agencies - Texas		
Liberty County		
Moss Buff Fre Department P.O. Box 1986 Liberty, TX 77575 1986	(936) 336 5911	
North Liberty County Volunteer Fire Department P.O. Box 186 Romayor, TX 77368 0186	(281) 592 2050	
Pum Grove Volunteer Fire Department 7830 Pum Grove Road Cleveland, TX 77327 5270	(281) 689 8775	
Raywood Volunteer Fire Department P.O. Box 232 Raywood, TX 77582 0232	(936) 587 4353	
Rye Volunteer Fire Department P.O. Box 599 Rye, TX 77369 0599	(936) 685 7195	
Tarkington Volunteer Fire Department 22353 Highway 321 Cleveland, TX 77327 9462	(281) 592 7800	
Westlake Community Volunteer Fire Department P.O. Box 395 Dayton, TX 77535 0007	(936) 258 7508	
Woodpecker Volunteer Fire Department P.O. Box 730 Rye, TX 77369 0730	(936) 274 5437	
Orange County		
Orange Co. LEPC 2520 S. Highway 87 Orange, TX 77630	(409) 882 7895	
Victoria County		
Pacedo Volunteer Fire Department 284 N. Williams Pacedo, Texas	361 897 1094	
Victoria County Sheriff's Office T. Michael O'Connor 101 N. Gass St Victoria, Texas 77901	361 574 8040	
Victoria Fire Department 606 East Goodwin Victoria, Texas 77901	361 485 3450 361 485 3459 (Fax)	
Victoria Police Department 306 S. Bridge St Victoria, Texas 77901	361 485 3700	

FIGURE 3.1-6 - OIL SPILL RESPONSE CONTRACTOR RESOURCES AND TELEPHONE NUMBERS

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
USCG Classified OSRO's		
Anderson Po ut on Contro Longv ew, Texas	866 609 6208 (24 hr emergency) 903 643 8800	
Anderson Po ut on Contro V ctor a , Texas	866 609 6208 (24 hr Emergency) 361 573 7400	
Anderson Po ut on Contro Conroe, Texas	(866) 609 6208* (936) 441 2225	
Anderson Po ut on Contro Houston , Texas	866 609 6208 (24 hr Emergency) 281 479 5300	
Eag e SWS K gore (Longv ew) K gore, TX	(800) 336 0909 (Off ce: 903 984 0001)	
Eag e SWS, (La Porte) La Porte, Texas	(800) 336 0909 (281) 867 9131	
Garner Env ronmenta Serv ces, Inc. Port Arthur, TX	(800) 424 1716 (409) 983 5646	
Garner Env ronmenta Serv ces, Inc. (Houston Operat ons) Deer Park, Texas	800 424 1716 (281) 930 1200 (281) 478 0296 (Fax)	
M er Env ronmenta Serv ces, Inc. Beaumont, Texas	(409) 842 6900	
OM Env ronmenta So ut ons Port Arthur, TX	800 645 6671 (24 hr Emergency) 409 962 7226 409 962 7260 (Fax)	
OM Env ronmenta So ut ons (Houston) La Porte, Texas	(800) 645 6671* (281) 470 2016 (281) 470 2216 (Fax)	
OM Env ronmenta So ut ons (Houston) La Porte, TX	800 645 6671 (24 hr Emergency) 281 470 2016 281 470 2216 (Fax)	
OM Env ronmenta So ut ons (Longv ew) Longv ew, Texas	800 645 6671 (24 hr Emergency) 903 232 7151 903 232 7140 (Fax)	
TAS Env ronmenta Serv ces Longv ew, Tx	888 654 0111 903 643 7901	
U. S. Env ronmenta Serv ces Deer Park, Texas	(888) 279 9930* (281) 867 4100	
U. S. Env ronmenta Serv ces (Orange, Tx) Orange, Texas	(888) 279 9930* (409) 745 9100	
U. S. Env ronmenta Serv ces (Texas Cty, Tx) Texas Cty, Texas	(888) 279 9930 (24 hr Emergency) (409) 941 0049	
Veoa Env ronmenta Serv ces La Porte, Texas	800 688 4005 (24 hr Emergency) 713.307.2198	
Veoa Env ronmenta Serv ces Port Arthur, Texas	800 688 4005 (24 hr Emergency) 409 963 0151	

FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Additional Services		
Frontier Resources A&O Main Gate 4241 Savannah Avenue Port Arthur, Tx 77640	(409) 989 6600	
Frontier Resources A&O Operations Team Leader 4241 Savannah Avenue Port Arthur, TX. 77640	(409) 989 6484	
Frontier Resources Number 27 Pump House 2555 Savannah Avenue Port Arthur, TX. 77640	(409) 989 3811	
Frontier Resources Sour Lake Facility 6347 Stonewall Rd SourLake, TX 77659	(409) 287 3946	
Huntsman Petrochemicals Main Gate	(409)724 4430	
Huntsman Petrochemicals O&O A3 Unit 2701 Spur 136 Port Neches, TX 77651	(409) 724 4530 (409) 724 4680 (409) 724 4623	
Huntsman Petrochemicals PO Operations Team Leader Highway 366 Port Neches, TX. 77651	(409) 723 3576	
Huntsman Petrochemicals PO/MTBE Control Room Highway 366 Port Neches, TX. 77651	(409) 723 3578 (409) 723 3579 (409) 723 3580	
INMISTA PLANT LaPorte 12455 Strang Road La Porte, TX. 77571	281 470 3025 (Shift Supervisor) 281 470 3444 Control Room THF 281 470 3546 Control Room DCS	
INMISTA PLANT Orange 3055A FM 1006 Road, Orange, TX 77630		
INMISTA PLANT Victoria 2695 Old Boonington Rd. North Victoria, TX 77905		
REISS Remediation 20 Greenway Plaza Houston, TX 77046 Attn. Michael Christopher	(713) 544 3016 (Office) (b) (6) (Cell)	
Aviation Companies		
Guardian Air Patrol 1050 East 2nd Street #225 Edmond, OK 73034	405 708 1911	
Emergency Management		
Chambers County Emergency Management 404 Washington Ave Anahuac, Texas 77514	(409) 267 2445	

FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Emergency Management		
Hardin County Emergency Management 300 Monroe Street Kountze, TX 77625 5994	(409) 246 5119	
Harris County Emergency Management 6922 Old Katy Road Houston, TX 77024 2108	(713) 881 3100	
Jefferson County Emergency Management 1149 Pear St Beaumont, Texas 77701	409 835 8757	
Lberty Emergency Management 2400 Beaumont Lberty, TX 77575	(936) 334 3219	
Orange County Emergency Management 123 South 6th St Orange, Texas 77630	(409) 882 7895	
Victoria County Emergency Management Jeb Bran Lacey 205 N. Bridge St, STE 109 Victoria, Texas 77902	361 485 3362 jacey@victoriatx.org	
Laboratories		
Earth Analytica 4825 Ward Drive Beaumont, TX 77705	(409) 842 0658 (409) 842 9793 (Fax)	
FHR Port Arthur Plant Laboratory 4241 Seavanna Avenue Port Arthur, TX 77641	(409) 989 6082	
TestAmerica Laboratories 1733 North Padre Island Drive Corpus Christi, TX 78408	(361) 289 2673 (361) 289 2471 (Fax)	
Newspaper		
Beaumont Enterprise 380 Main Street Beaumont, TX 77701 or P.O. Box 3071 Beaumont, TX 77704	(409) 833 3311	
Houston Chronicle 801 Texas Avenue Houston, TX 77002	(713) 220 7171 (713) 362 7171	
Port Arthur News 3501 Turtle Creek Dr Port Arthur, Texas	(409) 729 6397	
Victoria Advocate 311 E. Constitution Victoria, Texas 77901	(361) 575 1451	
Radio Stations		
Clear Channel Radio KIOC FM, KIKMY 104.5, KLVI 560, KYKR 95.1 KCOL FM 2885 IH 10 East Beaumont, TX 77702	(409) 896 5555 (800)329 9595 (409)896 5588 News Line	

FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Radio Stations		
Cumulus Broadcasting KAYD 101.7, KIKR 1450, KQXY 94.1, KBED 1510, KTCX 102.5 755 South 11th Street Suite 102 Beaumont, TX 77701	(409) 833 9421 (409) 951 2500	
Radio Rentals		
Kay Electronics Beaumont, TX 1910 West Cardna Drive Beaumont, TX 77705 3149 Gu way Drive Port Arthur, TX 77742	(409) 842 1776 (Beaumont) (409) 985 4701 (Port Arthur) (800) 852 7915	
Total Safety 2722 Highway 69 North Nederland, Texas 77627	(409) 729 1969 (409) 729 7265	
Spill Management Technical Advisors		
BONNIE SCHWARTZ CAPABILITY LEADER EMERGENCY RESPONSE / DOT KPL WICHITA KS 4111 E 37TH ST N, PO BOX 2256 WICHITA, KS 67220 BONNIE.SCHWARTZ@KOCH-PIPELINE.COM	(316) 828 5079 (316) 200 8190	
Jim Andrew KPL Compliance Director Koch Pipeline Company, L.P.	(316) 828 5511 (office) (b) (6) (cell) (888) 732 1764 (pager) (316) 828 7887 (fax)	
Tom Harve Director, Compliance & Community, Public Affairs KPCS, LLC	(316) 828 7082 (office) (b) (6) (home) (b) (6) (cell)	
Storage Tanks Rentals and RORO's		
Bakercorp Corpus Christi 533 McBride Lane, Corpus Christi, TX 78408 Bakercorp K Gore 459 Carg Road, K Gore, TX 75662 Bakercorp San Antonio Combo 22345 IH 35 South, New Braunfels, TX 78132 Bakercorp Dallas 7818 South Cooper Street, Arlington, TX 76001	(361) 289 7708 (Corpus Christi) (903) 983 2916 (K Gore) (830) 606 7788 (San Antonio) (817) 608 0576 (Dallas)	
Ran 4 Rent Corpus Christi 8515 Up River Road Corpus Christi, Texas 78409 Ran 4 Rent San Antonio 3744 Southeast Loop 410 San Antonio, TX 78222 Ran 4 Rent Dallas 837 109th Street Dallas, TX 76011 Ran 4 Rent Kennedy 221 Airport Road Kennedy, TX 78119	(361) 241 2339 (Corpus Christi) (210) 648 4006 (San Antonio) (817) 652 1079 (Dallas) (830) 583 9744 (Kennedy)	
Television Stations		
KAVU TV Channel 25 3808 North Navarro Victoria, Texas	(361) 575 2500	
KBMT TV Channel 12 525 Interstate 10 South Beaumont, TX 77701	(409) 833 7512 (409) 838 1212 News Line	
KBTV TV Channel 4 6155 East Tech Freeway Suite 300 Beaumont, TX 77706	(409) 840 4444 (409) 899 8634	
KFDM TV Channel 6 2955 Interstate 10 East Beaumont, TX 77702	(409) 892 6622	
Vacuum Truck Services		

Clean Harbors Highway 73 West Sabine Conso dated Road Port Arthur, TX 77640	(409) 796 1385 (409) 796 1388	
Mer Environmental Services	(800) 792 1112	

FIGURE 3.1-7 - ADDITIONAL RESOURCES, NOTIFICATIONS, AND TELEPHONE NUMBERS, CONTINUED

*24 Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Vacuum Truck Services		
Trange Waste(Vacuum trucks with emss on controls) 1000 South Business Park Drive Port Arthur, Texas 77640	(409) 736 3600	
Veoa Environmental Services 5959 Highway 69 Port Arthur, Texas 77640	(409) 963 0151 (409) 983 7374	
Veoa Environmental Services Highway 73, 3.5 miles West of Taylors Bayou Port Arthur, Texas 77640	409 736 2821	
Wildlife Rehabilitation		
Arma Rehabilitation on Keep (ARK) 750 Channel View Drive Port Aransas, Texas 78373	361 749 6793	
Texas Parks & Wildlife 1502 FM 517 Road East Dickinson, TX 77539	(281) 534 0138 (512) 389 4848 (24hr) (800) 792 1112	
Texas Parks & Wildlife Department Game Warden 5550 Eastex Freeway #K Beaumont, TX 77708	(409)892 8666	
Wildlife Center of Texas 7007 Katy Road Houston, TX 77024 (Federal License # PRT673173 & State License SPH090 090)	(b) (6) Upper Coast Ce) (713) 861 9453 (b) (6) (Home) (281) 992 8080 (Lower Coast)	
Wildlife Response Service, LLC PO BOX 842 Seabrook, TX 77586	713 705 5897 281 266 0054 (pager)	

FIGURE 3.1-8 - ADJOINING NEIGHBORS

KPL Pipeline Facilities	Entity / Business Name	Emergency Contact Name or Title	Emergency Contact Phone Number	Type of Entity	Special Instructions
FHR / INMISTA Pipelines, SETX Zone					
RGP/Huntsman Devery/DOW Groves Inject on		Central Control	409 724 4680		24 hour number
INMISTA PLANT Orange, 3055A FM 1006 Road, Orange, TX 77630	Ad p c Ac d CCR	Ad p c Ac d Shift Supervisor	409 886 6375		
INMISTA Plant Orange 3055A FM 1006 Rd, Orange, Tx 77630	Ad p c Ac d, CCR		409 886 6160 or 409 882 3749		
Lberty Pump Station	Buckeye Development & Logistics	Pipeline Control Center	866 514 8380	Pipeline Company	This number will notify field office next to our facility.
Lberty Pump Station	Buckeye Development & Logistics	Mark Collins	936 336 5773 ext 11	Pipeline Company	Local field office Operations Supervisor
Lberty Pump Station	Buckeye Development & Logistics	Cathy Thompson	936 336 5773 ext 10	Pipeline Company	Local field office Administrative
INMISTA La Porte	DANA Trucking		281 471 4700		
INMISTA La Porte	DB Western		281 867 1334		
DOW Groves Withdraw	DOW	Control Room	888 278 3413 or 888 278 3414		Per Gary Bings
DOW Texas City Devery	DOW	Control Room	409 948 5594		Speak to senior operator.
INMISTA La Porte	DuPont		281 470 3333		
Mont Beveu Station	Enterprise	East Control Room Board Operator	281 385 0215	Pipeline Company	
Mont Beveu Station	Enterprise	David Conn Operations Supervisor	281 793 2329	Pipeline Company	
Mont Beveu Station	Enterprise	Matton Murka Operations	713 254 8771	Pipeline Company	
EPC East EP Ethane	Enterprise	East Control Room Board Operator	281 385 0215	Pipeline Company	
EPC East EP Ethane	Enterprise	David Conn Operations Supervisor	281 793 2329	Pipeline Company	
EPC East EP Ethane	Enterprise	Matton Murka Operations	713 254 8771	Pipeline Company	
EP Ethane	Enterprise East	David Conn Operations Supervisor	281 385 0210 board 281 385 0215		
Lyonde EQMB Inject on	Equistar	Control Room Board Operator	281 385 7003		
Lyonde EQMB Inject on	Equistar	Kim Bancet Supervisor	281 385 7020		
INMISTA La Porte	ExxonMob		281 834 9289		
Pygas Devery	FHR	Front Gate	409 989 6600		Call front gate, tell them what's wrong. They will contact shift supervisor for you.
Pygas Devery	FHR	Shift Supervisor	409 460 7119		
Cyclohexane Inject on	FHR	Central Control/Shift Supervisor	409 989 6355 or 409 460 7119		
FHR Inj Reformate	FHR	Central Control	409 989 6355 or 409 460 7119		
EP Ethane	FHR Port Arthur	Furnace Board Operator	409 989 6394 Shift Manger 409 989 6599		
INMISTA La Porte	Frontier Logistics		281 471 9655		David Ony

INMISTA La Porte			281 471 3000		Lays City
Port Neches Tank Farm	Huntsman	Cyde Bearden	(409) 723 4004		c.yde_bearden@huntsman.com
FHR DEL Dupont	Lucite	W. W. W. Safety/ER	409 749 3471		He will provide ER tree to be followed when in the factory.
Lyonde Bayport Devery	Lyonde	Operator	281 291 1210		You need to speak to #1 operator, this is lead person on shift.
Port Neches Tank Farm	Martin	Roy "Shane" Merriman	(b) (6) (ce) 409 835 6172 (off ce)		
Pygas Injection	Motiva (Pumphouse)	FHR Front Gate	409 989 6600		Call the front gate and they can direct you to correct personnel.
INMISTA La Porte	Notex		281 842 5035		
Nova Devery	Nova	Control Room	281 474 1075		Speak to senior operator
INMISTA La Porte	NRG (Cogen)		281 867 2100		
INMISTA La Porte	Ohmsted Machine Shop		281 471 4140		
INMISTA La Porte	Praxair		281 478 1563		
Sovay Devery	Sovay	Craig Cervanka	713 307 8033		
Sovay Devery	Sovay	Control Room Board Operator	713 307 3125		
Crude Butadiene Devery	TPC	Central Control	409 724 4848 or 409 724 4700		
Westlake Devery	Westlake	Board Operator	281 576 3025		

SECTION 4

RESPONSE TEAM ORGANIZATION

Last revised:

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4.1 Description

4.2 Activation Procedures

4.3 Team Member Response Times

4.4 Incident Command System / Unified Command Structure

4.5 Qualified Individual (QI)

Figure 4.5-1 - Incident Management Team (IMT) Activation Procedure

Figure 4.5-2 - Incident Management Team (IMT) Organization Chart

4.6 Incident Management Team (IMT) Job Descriptions and Guidelines

4.1 DESCRIPTION

The Incident Management Team (IMT) has been created and organized to plan for and manage emergencies. The IMT is composed of Company personnel from offices within the Area. Additional personnel from outlying offices can be used (if needed). The IMT will develop strategies and priorities for a response, then will supervise contractors, handle safety and security matters, and will provide logistical support for contractor personnel. The IMT will handle all communications with the media and the public (**SECTION 7.2**). Job descriptions for each IMT member are provided in **SECTION 4.6**. The IMT will train by participating in exercises as noted in **APPENDIX A.1**.

4.2 ACTIVATION PROCEDURES

Activation of the IMT may be accomplished in stages. Initially, the First Responder assumes the role of Incident Commander (IC). During an incident, the initial IC may be able to respond without assistance from the IMT. If the situation requires more resources, the First Responder having assumed the role of the IC, may request additional personnel or management support from the IMT through the QI and the notification process. Depending on the situation, the QI may assume the role of Incident Commander. Having adopted the ICS/UCS protocols as the company response management system, the QI/IC can call out the other IMT members to expand or contract as needed by the requirements of the specific incident. The IMT activation procedure is provided in **FIGURE 4.5-1**.

4.3 TEAM MEMBER RESPONSE TIMES

See **FIGURE 3.1-4** for each team member's response time "EPA Facilities only".

4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND STRUCTURE

The Incident Command System (ICS) will be used by the Company IMT for managing emergencies. The IMT organization chart is provided in **FIGURE 4.5-2**. The organization can be expanded or contracted as necessary for any specific incident. Not all sections or jobs need to be established. The Incident Commander and General Staff will decide on the components to be activated.

The Unified Command Structure (UCS) is the accepted method of organizing key emergency management entities within the Incident Command System. The primary entities include:

- Federal On-Scene Coordinator (FOSC)
- State On-Scene Coordinator (SOSC)
- Company Incident Commander (may also be the QI)

These three people share decision-making authority within the Incident Command System and are each responsible for coordinating other federal, state, and company personnel to form an effective integrated Incident Management Team. Refer to **SECTION 4.6** for detailed checklists of the IMT roles and responsibilities as well as organizational interfaces with external parties.

4.5 QUALIFIED INDIVIDUAL (QI)

Authority and Responsibilities

The Qualified Individual (QI) is an English-speaking representative available on a 24-hour basis and capable of arriving at the facility in a reasonable time.

As required by the Oil Pollution Act of 1990, the QI(s) identified have full authority to:

- Activate and contract with oil spill removal organization(s),
- Activate personnel and equipment maintained by the operator,
- Act as a liaison with the pre-designated Federal On-Scene Coordinator (OSC), and
- Obligate funds necessary to carry out required or directed response actions

Each QI identified is:

- Located in the United States,
- Familiar with the implementation of the response plan, and
- Trained in the responsibilities of the qualified individual under the response plan.

QI responsibilities include:

- Activate internal alarms and hazard communication systems to notify facility personnel;
- Notify response personnel, as needed;
- Identify the character, exact source, amount, and extent of the release, as well as the other items needed for notification;
- Notify and provide necessary information to the appropriate Federal, State, and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission, and Local Emergency Planning Committee;
- Assess the interaction of the discharged substance with water and/or other substances stored at the facility and notify response personnel at the scene of that assessment;
- Assess the possible hazards to human health and the environment due to the release. This assessment must consider both the direct and indirect effects of the release (i.e., the effects of any toxic, irritating, or asphyxiating gases that may be generated, or the effects of any hazardous surface water runoffs from water or chemical agents used to control fire and heat-induced explosion);
- Assess and implement prompt removal actions to contain and remove the substance released;
- Coordinate rescue and response actions as previously arranged with all response personnel;
- Use authority to immediately access company funding to initiate cleanup activities; and
- Direct cleanup activities until properly relieved of this responsibility.

4.5 QUALIFIED INDIVIDUAL (QI), CONTINUED

If off-site, the QI will coordinate with Incident Commander to ensure company response plan is implemented for the emergency response; ensure a response is occurring.

Once on-site, the QI may assume the responsibilities of the Incident Commander and assume overall command of the response operations as described in **SECTION 4.6**.

For further information on Qualified Individual's training, refer to **APPENDIX A.2**. Phone numbers for Qualified Individuals are provided in **FIGURES 1-2 and 3.1-4**.

For the purposes of 40 CFR 265 the QI is assumed to be the Emergency Coordinator.

FIGURE 4.5-1 - INCIDENT MANAGEMENT TEAM (IMT) ACTIVATION PROCEDURE

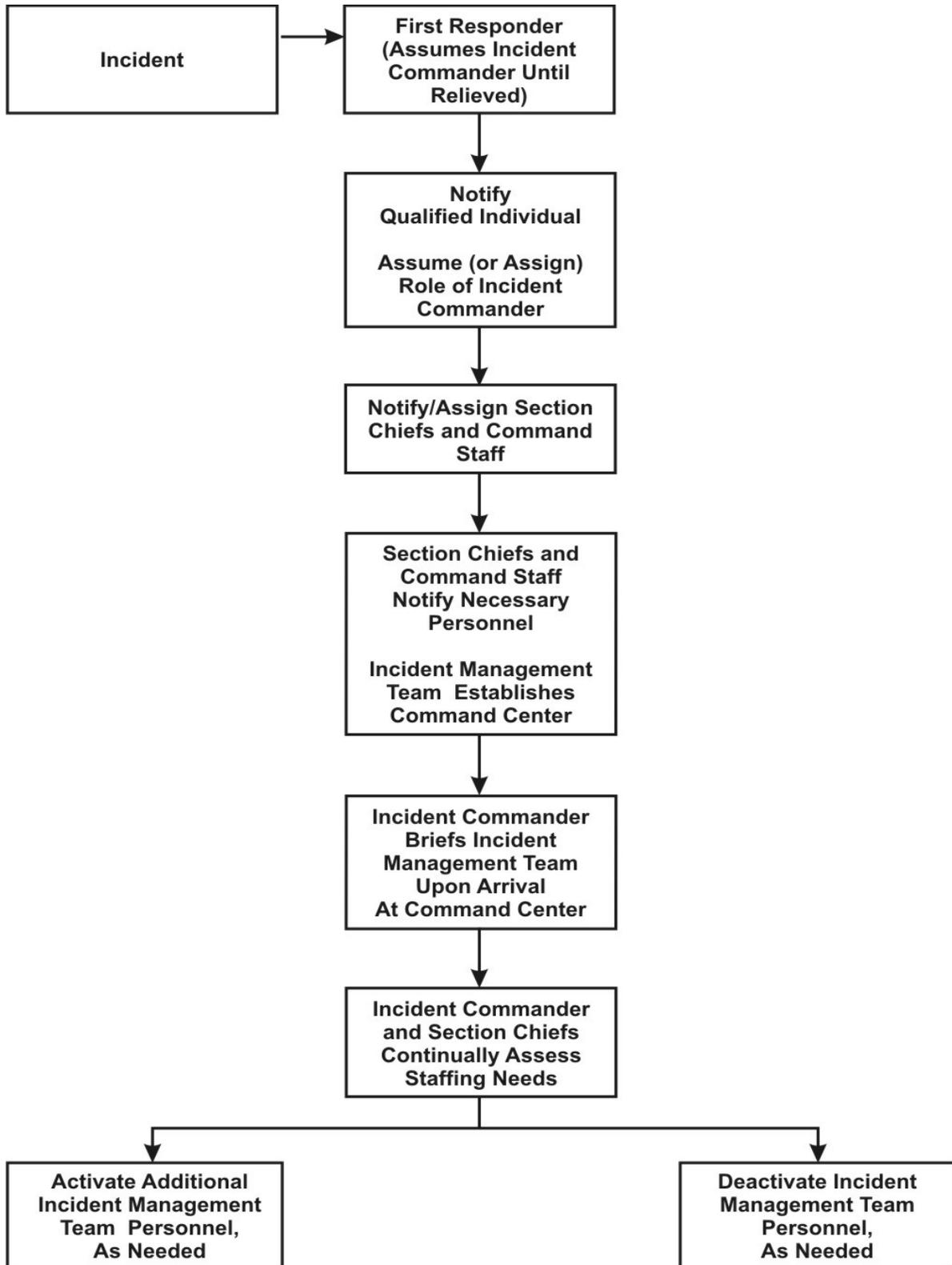
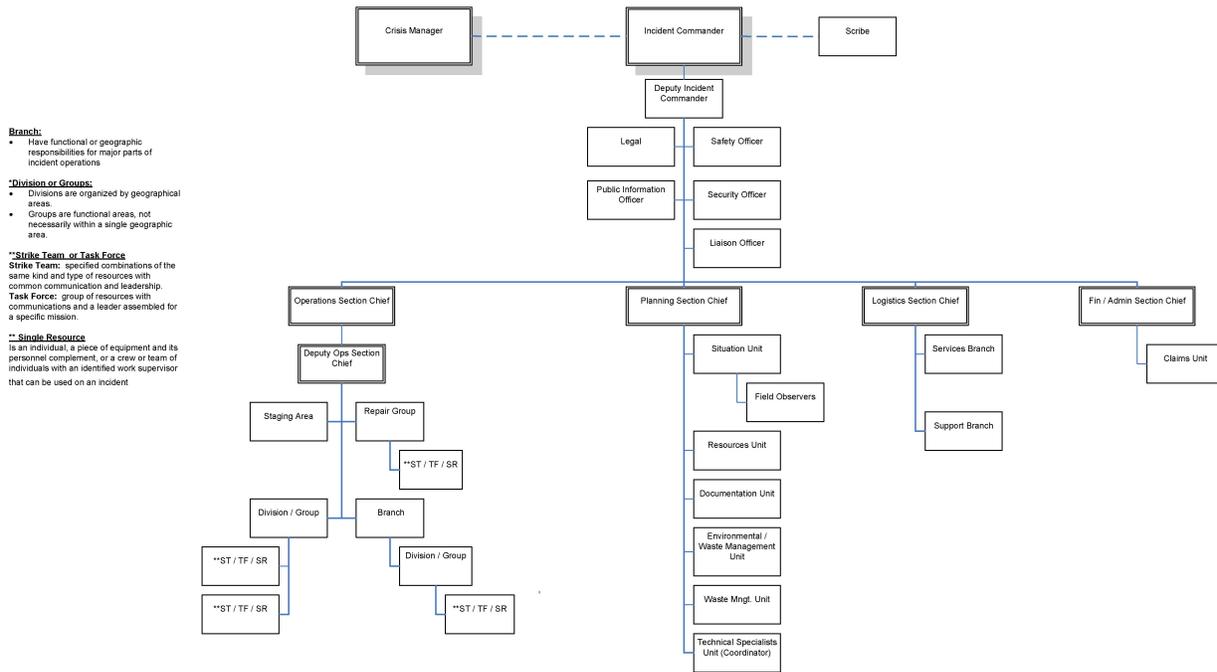


FIGURE 4.5-2 - INCIDENT MANAGEMENT TEAM (IMT) ORGANIZATION CHART

(Click here for larger view)



4.6 INCIDENT MANAGEMENT TEAM (IMT) JOB DESCRIPTIONS AND GUIDELINES

The following job descriptions and guidelines are intended to be used as a tool to assist IMT members in their particular positions within the Incident Command System (ICS).

- Common Responsibilities
- Incident Commander (IC)
- Safety Officer (SOFR)
- Public Information Officer (PIO)
- Security Manager (SECM)
- Liaison Officer (LNO)
- Operations Section Chief (OSC)
- Staging Area Manager (STAM)
- Branch Director (OPBD)
- Division Supervisor (DIVS)
- Planning Section Chief (PSC)
- Situation Unit Leader (SITL)
- Resource Unit Leader (RESL)
- Documentation Unit Leader (DOCL)
- Environmental Unit Leader (ENVL)
- Logistics Section Chief (LSC)
- Finance Section Chief (FSC)

COMMON RESPONSIBILITIES

The following responsibilities are applicable to all personnel in an ICS organization:

Responsibilities:

- Receive your job assignment (position, designation), including:
 - Brief overview of type and magnitude of incident.
 - Travel instructions including reporting location and reporting time.
 - Any special communications instructions (e.g. travel, radio frequency).
- Upon arrival at the incident, check in at the designated check-in location.
- Receive briefing from immediate supervisor and/or person you are relieving.
- Acquire work materials; ensure all equipment is operational prior to each work period.
- Participate in IMT meetings and briefings as appropriate.
- Ensure compliance with all safety practices and procedures. Report unsafe conditions to the Safety Officer.
- Supervisors shall maintain accountability for their assigned personnel; Organize and brief subordinates.
- Know your assigned communication methods; Use clear text and ICS terminology (no codes) in all radio communications.
- Complete Incident ISC forms and reports required of the assigned position and ensure proper disposition of incident documentation as directed by the Documentation Unit.
- Brief shift replacement on ongoing operations when relieved at operational periods or rotation out.
- Respond to demobilization orders and return all assigned equipment to appropriate location.
- Complete Demobilization Check-out process before returning to home base.
- Participate in After-Action activities as directed.

INCIDENT COMMANDER (IC)

The IC's have responsibility for management of the incident. On many incidents, the command activity is carried out by a single IC.

The IC may have Deputy IC's, who may be from the same company or from an assisting mutual aid group. The Deputy IC must have the same qualifications as the person for whom they work, as they must be ready to take over that position at any time. When span of control becomes an issue for the IC, a Deputy IC/Chief of Staff may be assigned to manage the Command Staff.

The major responsibilities of the IC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain a briefing from the prior IC (201 Briefing).
- Set Incident Objectives, establish incident priorities and give general direction for managing the incident. (This is done in concert with Unified Command, if applicable)
- Establish an Incident Command Post.
- Brief Command Staff and Section Chiefs.
- Establish an appropriate response organization.
- Ensure planning meetings are scheduled as required or delegate to Planning Section Chief.
- Approve and authorize the implementation of an Incident Action Plan.
- Ensure that adequate safety measures are in place.
- Coordinate activity for Command and General Staff.
- Ensure adequate resources are being made available to the response effort.
- Approve requests for additional resources or for the demobilization of resources.
- Maintain clear and effective communications, plus ensure incident information is shared with key stakeholders on incident status.
- Approve the use of third party resources.
- Authorize release of information to the news media.
- Ensure Incident Status Summary (ICS 209) is completed and forwarded to appropriate individuals.
- Approve demobilization of the incident when appropriate.
- Maintain Unit Log (ICS 214).

SAFETY OFFICER (SOFR)

The SOFR function is to develop and recommend measures for assuring personnel safety and to assess and/or anticipate hazardous and unsafe situations. Only one primary SOFR will be assigned for each incident.

The SOFR may have assistants, as necessary, and the assistants may also represent assisting agencies or jurisdictions. Safety assistants may have specific responsibilities, such as potential hazardous material exposures, air monitoring operations, etc.

The major responsibilities of the SOFR are:

Responsibilities:

- Review Common Responsibilities.
- Ensure hazardous situations associated with the incident are identified.
- Develop the Site Safety Plan and publish Site Safety Plan Summary (ICS 208) as required.
- Exercise emergency authority to stop and prevent unsafe acts.
- Develop the Work Safety Analysis Worksheet (ICS-215a) as required.
- Review the IAP for health and safety hazard mitigation strategies.
- Provide health and safety technical support for assigned responders.
- Participate in tactics and planning meetings, and other meetings and briefings as required.
- Ensure accidents that have occurred within the incident area are investigated.
- Review and approve the Medical Plan (ICS 206).
- Ensure that all applicable health and safety agency forms, reports and documents are completed prior to demobilization.
- Brief Command on safety issues and concerns.
- Have debriefing session with the IC prior to demobilization.
- Maintain Unit Log (ICS 214).

PUBLIC INFORMATION OFFICER (PIO)

The PIO is responsible for developing and releasing information about the incident to the news media, to incident personnel, and to other appropriate agencies and organizations.

Only one primary PIO will be assigned for each incident, including incidents operating under Unified Command and multi-jurisdiction incidents. The PIO may have assistants as necessary, and the assistants may also represent assisting agencies or jurisdictions.

The following are the major responsibilities of the PIO, which would generally apply on any incident.

The major responsibilities of the PIO are:

Responsibilities:

- Review Common Responsibilities.
- Determine if there are any limits on information release – consult with IC and Legal.
- Develop material for use in media briefings media releases and review with IC. Coordinate with Legal.
- Receive authorization from IC and conduct media briefings.
- Obtain media information that may be useful to incident planning.
- Arrange for tours and other interviews or briefings that may be required.
- Manage a Joint Information Center (JIC) if established.
- Brief Command on PIO issues and concerns.
- Maintain Unit Log (ICS 214).

SECURITY MANAGER (SECM)

The SECM is responsible for providing safeguards needed to prevent unauthorized access and protect personnel and property from loss or damage.

The major responsibilities of the SECM are:

Responsibilities:

- Review Common Responsibilities.
- Establish contacts with local/state/federal law enforcement agencies, as required. NOTE: The extent of this interaction will change extensively if the cause of the incident is a security breach and the role may be elevated to a command staff position.
- Request required personnel support to accomplish work assignments.
- Ensure that support personnel are qualified to manage assigned responsibilities.
- Develop Security Plan and adjust as needed.
- Coordinate security activities with appropriate incident personnel.
- Control access to response site.
- Prevent theft of property and maintain order at the response site.
- Maintain Unit Log (ICS 214).

LIAISON OFFICER (LNO)

Incidents that are multijurisdictional, or have several agencies involved, may require the establishment of the LNO position on the Command Staff. Only one primary LNO will be assigned for each incident, including incidents operating under Unified Command and multi-jurisdiction incidents.

The LNO may have assistants as necessary, and the assistants may also represent assisting agencies or jurisdictions. The LNO is assigned to the incident to be the contact for assisting and/or cooperating Agency Representatives.

The major responsibilities of the LNO are:

Responsibilities:

- Review Common Responsibilities.
- Be a contact point for Agency Representatives – maintain a list, including name and contact information.
- Assist in establishing and coordinating interagency contacts.
- Maintain list of Agency Representatives that are on site each day.
- Brief Incident Commander on agency issues and concerns.
- Keep agencies supporting the incident aware of incident status (NOTE: This applies even if agency is not on site).
- Coordinate activities of visiting dignitaries.
- Participate in planning meetings, providing limitations and capability of assisting agency resources.
- Coordinate response resource needs of Agency Representatives for incident investigation activities with the Operations Section Chief.
- Maintain Unit Log (ICS 214).

OPERATIONS SECTION CHIEF (OSC)

The OSC, a member of the General Staff, is responsible for the management of tactical operations applicable to the primary objectives.

The OSC activates and supervises operational elements in accordance with the Incident Action Plan (IAP) and directs its execution. The OSC directs the preparation of operational plans, requests or releases resources, monitors operational progress, and makes expedient changes to the IAP as necessary, and reports such to the IC.

The OSC is responsible for the major duties described for each Branch, Division/Group, Strike Team/Task Force or Single Resources Unit within the Operations Section. The OSC may assign Deputy OSC's, to supervise on-scene operations (major responsibilities (d) through (k) listed below). The Deputy OSC must be capable to takeover as the OSC, if the situation warrants.

The major responsibilities of the OSC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain briefing from IC.
- Request sufficient personnel for supervisory staffing of each Branch, Division/Group, Strike Team/Task Force or Single Resources Unit identified within the Operations Section.
- Initially, develop work assignments and allocate tactical resources based on strategic requirements.
- Coordinate planned activities with the SOFR to ensure compliance with safety practices.
- Subdivide work areas into manageable units.
- Supervise operations field personnel or assign to Deputy OSC.
- Coordinate and consult with the PSC, SOFR technical specialists, modeling scenarios, trajectories, etc., on selection of appropriate strategies and tactics to accomplish objectives.
- Participate in the planning process and the development of the tactical portions of the IAP.
- Convert operational incident objectives into strategic and tactical options. These options may be documented on a Work Analysis Matrix (ICS-234).
- Identify kind and number of resources required to support Incident Strategies; develop operations portion of the IAP and complete Operational Planning Worksheet (ICS 215).
- Participate in the development of the Incident Action Plan Safety Analysis (ICS 215a).
- Continually communicate, coordinate and share information with General and Command Staff throughout the Incident Response (Planning Cycle).
- Participate in incident planning meetings and briefings as required.
- Implement the IAP for the Operations Section.
- Evaluate on-scene operations and make adjustments to Operational organization, strategies, tactics, and resources, as necessary.
- Evaluate and monitor current situation for use in next operational period planning; coordinate information with Situation Unit Leader.

OPERATIONS SECTION CHIEF (OSC), CONTINUED**Responsibilities, Continued:**

- Ensure the Resources Unit is advised of changes in the status of resources assigned to the section.
- Assist with development of long-range strategic, contingency, and demobilization plans.
- Receive and implement applicable portions of the incident Demobilization Plan.
- Participate in operational briefings to IMT members.
- Maintain Unit Log (ICS 214).

STAGING AREA MANAGER (STAM)

The STAM is under the direction of the Operations Section Chief and is responsible for managing all activities within a Staging Area.

The major responsibilities of the STAM are:

Responsibilities:

- Review Common Responsibilities.
- Proceed to Staging Area.
- Determine any support needs for equipment, materials, supplies, feeding, sanitation and security for staging area.
- Establish Staging Area layout and post areas for identification and traffic control.
- Establish check-in function as appropriate.
- Maintain Staging Area in orderly condition.
- Ensure security of staged resources.
- Obtain and issue receipts for equipment and other supplies distributed and received at Staging Area.
- Request maintenance service for equipment at Staging Area as appropriate.
- Respond to request for resource assignments.
- Advise the OSC when reserve levels reach minimums.
- Maintain and provide status to Resource Unit of all resources in Staging Area, especially when being relieved of position.
- Demobilize Staging Area in accordance with the Incident Demobilization Plan.
- Participate in meetings and briefings as required,
- Maintain Unit Log (ICS 214).

BRANCH DIRECTOR (OPBD)

The OPBD's when activated, are under the direction of the Operations Section Chief and are responsible for the implementation portion of the Incident Action Plan appropriate to the Branches.

The major responsibilities of the OPBD are:

Responsibilities:

- Review Common Responsibilities.
- Identify Divisions, Groups, and resources assigned to the Branch.
- Implement IAP for the Branch; ensure that Division and/or Group Supervisors (DIVS) assigned to the Branch have a copy of the relevant portions IAP.
- Review Division/Group Assignment Lists (ICS 204) for Divisions/Groups within the Branch. Modify assignments where necessary, based on effectiveness of current operation plan.
- Report to OSC when: the IAP is to be modified; additional resources are needed; surplus resources are available; or hazardous situations or significant events occur.
- Resolve logistic problems reported by subordinates.
- Attend planning meetings as requested by the OSC.
- Ensure through chain of command that Resources Unit is advised of changes in the status of resources assigned to the Branch.
- Demobilize in accordance with the Incident Demobilization Plan.
- Participate in meetings and briefings as required.
- Debrief with OSC and/or as directed at the end of each shift.
- Maintain Unit Log (ICS 214).

DIVISION SUPERVISOR (DIVS)

The DIVS reports to the OSC (or OPBD when activated). The DIVS is responsible for the implementation of the assigned portion of the IAP, assignment of resources within the Division/Group, and reporting on the progress of control operations and status of resources within the Division/Group.

The major responsibilities of the DIVS are:

Responsibilities:

- Review Common Responsibilities.
- Receive briefing from Operations Section Chief and obtain briefing from person relieving.
- Provide the IAP to Division/Group members, as needed.
- Review Division/Group assigned tasks and incident activities with subordinates and Identify resources assigned to the Division/Group.
- Implement IAP for Division/Group.
- Supervise Division/Group resources and make changes as appropriate.
- Ensure through chain of command that Resources Unit is advised of all changes in the status of resources assigned to the Division/Group.
- Coordinate activities with adjacent Division/Group.
- Determine need for assistance on assigned tasks.
- Submit situation and resources status information to the Branch Director or the OSC as directed.
- Report hazardous situations, special occurrences, or significant events, e.g., accidents, sickness, discovery of unanticipated sensitive resources, to the Safety Officer.
- Ensure that assigned personnel and equipment get to and from assignments in a timely and orderly manner.
- Resolve logistics problems within the Division/Group.
- Participate in the development of Branch plans for the next operational period, as requested.
- Consider demobilization well in advance.
- Debrief as directed at the end of each shift.
- Maintain Unit Log (ICS 214).

PLANNING SECTION CHIEF (PSC)

The PSC, a member of the General Staff, is responsible for the collection, evaluation, dissemination and use of incident information and maintaining status of assigned resources.

The PSC must obtain information to:

1. Understand the current situation;
2. Predict the probable course of incident events;
3. Prepare strategies, plans and alternative strategies and plans for the incident; and
4. Submit required incident status reports.

The PSC is responsible for the major duties described for each Unit within the Planning Section. The PSC may have Deputy PSC's, The Deputy PSC must be capable to takeover as the PSC, if the situation warrants.

The major duties of the PSC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain briefing from IC.
- Assist the OSC in the development of response strategies.
- Determine need for any specialized resources in support of the incident.
- Supervise preparation of the IAP.
- Facilitate the Operational Period Planning Cycle meetings and briefings (ICS 230).
- Continually communicate, coordinate and share information with General and Command Staff throughout the Incident Response (Planning Cycle).
- Participate in incident planning meetings and briefings as required.
- Keep Incident Management Team apprised of any significant changes in incident status.
- Establish information requirements and reporting schedules for Planning Section Units (e.g., Resources, Situation, Environmental, and Waste Management).
- Establish special information collection activities as necessary (e.g., maps, weather, environmental, toxics, etc.).
- Assemble information on alternative strategies (in-situ burn, bioremediation, etc).
- Incorporate documents and plans (e.g., ICS 202 Incident Objectives, ICS 232 Resources at Risk, Medical, Communications, Security and Site Safety) into the IAP.
- Incorporate other incident technical and supporting plans (e.g., salvage, integrity, volume estimation) into IAP.
- Oversee preparation, distribution and implementation of the Demobilization Plan.
- Maintain Unit Log (ICS 214).

SITUATION UNIT LEADER (SITL)

The Situation Unit Leader is responsible for collecting, processing and organizing information relating to the growth and/or mitigation activities taking place in response to the incident. The SITL reports to the PSC and supervises Field Observers, Data Management Specialists, GIS Specialists, Display Processors, and other Technical Specialists (e.g. Weather Observers, Report Writer) as needed.

The major responsibilities of the SITL are:

Responsibilities:

- Review Common Responsibilities.
- Verify response activities and status of work locations (may be assigned to a field observer if needed),
 - Progress of operations resources.
 - Locations of trouble spots or hazards
 - Conditions likely to impact response activities (e.g. weather, road conditions, and access routes);
 - Incident perimeter changes
- Collect, compile, and manage overall incident data, establish data quality objectives, implement the QA/QC process for incident data.
- Prepare, display, or disseminate resource and situation status information as required, including special requests.
 - Number, types and locations of displays required
 - Information posted in the Incident displays
 - Time limits / update frequency for information on the displays
- Develop and maintain master chart(s)/map(s) of the incident and provide charts/maps in the common area of the Incident Command Post as needed.
- Prepare the Incident Status Summary Form (ICS 209-CG).
- Coordinate photographic services; plus weather, tidal and current information, as needed.
- Coordinate situation briefings at meetings and briefings as required by the PSC.
- Maintain Unit Log (ICS 214).

RESOURCE UNIT LEADER (RESL)

The RESL is responsible for maintaining status of tactical resources and personnel at an incident. This is accomplished by maintaining a status-keeping system indicating current location and status of these resources.

The major responsibilities of the RESL are:

Responsibilities:

- Review Common Responsibilities.
- Establish the check-in/check-out function of tactical resources/personnel at incident locations (note this is not security check-in)
- Prepare Organizational Assignment List (ICS 203) & Organizational Chart (ISC 207).
- Prepare appropriate parts of Division Assignment Lists (ICS 204).
- Maintain and post current status and location of tactical resources.
- Attend meetings and briefings as required by PSC.
- Maintain Unit Log (ICS 214).

DOCUMENTATION UNIT LEADER (DOCL)

The DOCL is responsible for the maintenance of accurate, up-to-date incident files. The DOCL shall ensure each section is maintaining and providing appropriate documents. The Documentation Unit will ensure appropriate storage incident files.

The major responsibilities of the DOCL are:

Responsibilities:

- Review Common Responsibilities.
- Organize incident files.
- Assist in preparation of documents as appropriate.
- Arrange for copying and other printing services as needed.
- Review records for accuracy and completeness – provide feedback, when appropriate, to document preparers.
- Provide incident documentation as requested.
- Maintain Unit Log (ICS 214).

ENVIRONMENTAL UNIT LEADER (ENVL)

The ENVL is responsible for environmental matters associated with the response, including strategic assessment, modeling, surveillance and environmental monitoring and permitting.

The major responsibilities of the ENVL are:

Responsibilities:

- ☐ Review Common Responsibilities.
- ☐ Identify sensitive areas including historical/cultural resources to ensure protection of wildlife and other resources (consult with local, state and federal natural resource trustees as appropriate). See ICS 232.
- ☐ Monitor the impact of response actions and make appropriate recommendations to protect resources at risk.
- ☐ Develop environmental cleanup and assessment plans and evaluate alternatives.
- ☐ Request technical support to accomplish work assignments, if needed.
- ☐ Develop disposal plan (consider sampling protocols, transportation regulations, etc.) and adjust as needed.
- ☐ Assign the Disposal Group Supervisor to ensure waste management plan is implemented appropriately if needed.
- ☐ Attend meetings and briefings as required by PSC.
- ☐ Maintain Unit Log (ICS 214).

LOGISTICS SECTION CHIEF (LSC)

The LSC, a member of the General Staff, is responsible for providing facilities, services, and material in support of the incident. The LSC participates in the development and implementation of the IAP and activates and supervises the Branches and Units within the Logistics Section.

The LSC is responsible for the major duties described for each Branch and Unit within the Logistic Section. The LSC may have Deputy LSC's. The Deputy LSC must be capable to takeover as the OSC, if the situation warrants.

The major responsibilities of the LSC are:

Responsibilities:

- Review Common Responsibilities.
- Obtain briefing from IC.
- Determine and supply immediate incident resource and facility needs.
- Identify Branch Directors and Unit Leaders, assigning work locations and preliminary work tasks to the Logistic Section personnel.
- Assemble and brief Logistics Branch Directors and Unit Leaders.
- Notify the Resources Unit of the Logistics Section Units activated, including names and locations of assigned personnel.
- Set up an ordering process as appropriate to support the incident.
- In conjunction with IC, develop and advise Sections of the Incident Management Team resource approval and requesting process.
- Continually communicate, coordinate and share information with General and Command Staff throughout the Incident Response (Planning Cycle).
- Participate in incident planning meetings and briefings as required.
- Review proposed tactics for upcoming operational period for ability to provide resources and logistical support.
- Advise IC and other Section Chiefs on resource availability to support incident needs.
- Ensure the Communications Plan (ICS 205); Medical Plan (ICS 206), and Traffic Plan are created for the IAP.
- Identify long-term service and support requirements for planned and expected operations.
- Identify resource needs for incident contingencies.
- Track resource effectiveness and make necessary adjustments.
- Set up Release Process for demobilization plan.
- Ensure the general welfare and safety of Logistics Section personnel.
- Maintain Unit Log (ICS 214).

FINANCE/ADMINISTRATION SECTION CHIEF (FSC)

The FSC, a member of the General Staff, is responsible for financial, administrative and cost analysis aspects of the incident and for supervising members of the Finance/Admin Section.

The FSC may have Deputy FSC's. The Deputy FSC must meet the same qualification requirements as the person for whom they work, as they must be ready to take over that position at any time.

The major responsibilities of the FSC are:

Responsibilities:

- Review Common Responsibilities.
- Participate in incident planning meetings and briefings as required.
- Manage financial aspects of an incident.
- Provide financial and cost analysis information as requested.
- Gather pertinent information from briefings.
- Develop an operating plan for the Finance/ Admin Section; fill supply and support needs.
- Meet with other Section Chiefs, as needed.
- Provide financial input to demobilization planning.
- Ensure that obligation documents initiated at the incident are properly prepared and completed.
- Brief personnel on incident-related financial issues needing attention or follow-up prior to leaving incident.
- Develop recommended list of Section resources to be demobilized and initial recommendation for release when appropriate.
- Receive and implement applicable portions of the incident Demobilization Plan.
- Establish a process or activate a Claims Group to accept claim submission as a result of incident.
- Maintain Unit Log (ICS 214).

SECTION 5

INCIDENT PLANNING

Last revised: February 2006

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5.1 Documentation Procedures

5.2 Incident Action Plan (IAP) Process and Meetings

Figure 5.2-1 Operational Period Planning Cycle

5.2.1 Incident Occurs / Notifications

5.2.2 Initial Response and Assessment

5.2.3 Unified Command Objectives Meeting

5.2.4 Tactics Meeting

5.2.5 Planning Meeting

5.2.6 Incident Action Plan (IAP) Preparation and Approval

5.2.7 Operations Briefing

5.2.8 Assess Progress

5.2.9 Initial Unified Command Meeting

5.2.10 Command Staff Meeting

5.2.11 Command General Staff Breakfast/Supper

5.2.12 Business Management Meeting

5.2.13 Agency Representative Meeting

5.2.14 News Briefing

SECTION 5

INCIDENT PLANNING, CONTINUED

Last revised: January 2005

5.3 ICS Forms

- 5.3.1 Incident Briefing ICS 201-OS**
- 5.3.2 Incident Action Plan (IAP) Cover Sheet**
- 5.3.3 Incident Objectives ICS 202-OS**
- 5.3.4 Organization Assignment List ICS 203-OS**
- 5.3.5 Assignment List ICS 204-OS**
- 5.3.6 Communications Plan ICS 205-OS**
- 5.3.7 Medical Plan ICS 206-OS**
- 5.3.8 Incident Status Summary ICS 209-OS**
- 5.3.9 Unit Log ICS 214-OS**
- 5.3.10 Individual Log ICS 214a-OS**

5.4 Site Safety and Health Plan

- 5.4.1 Safety Introduction and Overview**
- 5.4.2 Initial Site Safety and Health Plan**
- 5.4.3 Site Safety and Health Plan**

5.5 Decontamination Plan

5.6 Disposal Plan

5.7 Incident Security Plan

5.8 Demobilization Plan

5.1 DOCUMENTATION PROCEDURES

Documentation of an emergency response provides a historical record, keeps management informed, serves as a legal instrument, and is a means to account for the cleanup activities.

Documentation should begin immediately upon discovery of incident and continue until termination of operations. Documentation may include the following:

- Description of Incident (origin and characteristics)
- MSDS
- Notifications (external and internal)
- Sampling surveys
- Photographs
- Climatological data
- Labor and equipment accounting
- Copies of logs, contracts, contacts, and plans prepared for incident

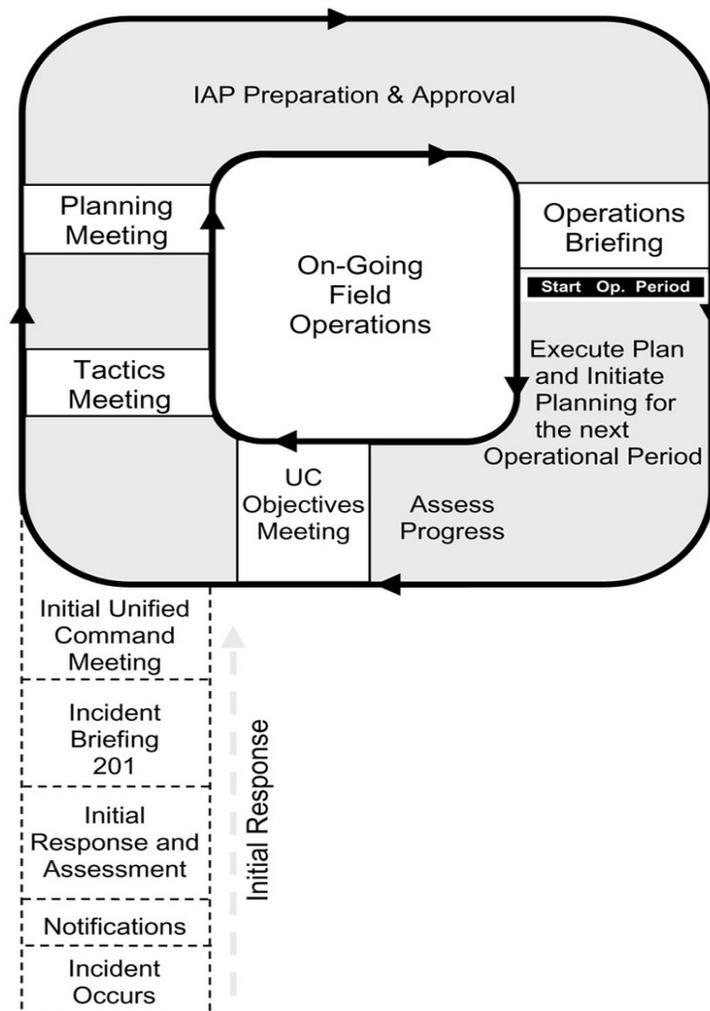
5.2 INCIDENT ACTION PLAN (IAP) PROCESS AND MEETINGS

The period of INITIAL RESPONSE AND ASSESSMENT occurs in most incidents. Short-term responses (small in scope and/or duration, e.g., few resources working one operational period) can often be coordinated by the initial responder utilizing procedures and forms described in this Plan (suggested ICS Form 201, Incident Briefing).

Longer-term, more complex responses, will likely require a dedicated Incident Commander (IC) / Unified Command (UC) who will assign members of the Command and General Staff as needed (e.g., Planning Section Chief (PSC) arranges for transition into the OPERATIONAL PERIOD PLANNING CYCLE). Certain meetings, briefings, and information-gathering during the Cycle lead to the Incident Action Plan (IAP) that guides operations of the next operational period. The IC/UC specifies objectives and the operational periods (e.g., 12-hour shifts, sunrise to sunset, 24-hour shifts, etc.) to engage the cleanup activities.

SPECIAL PURPOSE meetings are most applicable to larger incidents requiring an OPERATIONAL PERIOD PLANNING CYCLE, but may have utility during INITIAL RESPONSE AND ASSESSMENT. The UNIFIED COMMAND MEETING and other special purpose meetings are briefly noted.

FIGURE 5.2-1 OPERATIONAL PERIOD PLANNING CYCLE



5.2.1 Incident Occurs / Notifications

When an incident occurs, an initial assessment and response actions will begin (**FIGURE 3.1-2**, Incident Report Form). Notifications will be made internally and to the appropriate federal, state, and local agencies (**FIGURE 3.1-5**).

5.2.2 Initial Response and Assessment

INCIDENT BRIEFING

During the transfer of command process, a briefing provides the incoming IC/UC with basic information regarding the incident situation and the resources allotted to the incident (Incident Briefing ICS 201-OS). This briefing is the beginning of the Incident Action Plan (IAP) for the initial response and remains in force and continues to develop until the response ends or the Planning Section generates the incident's first IAP. It is also suitable for briefing individuals newly assigned to Command and General Staff, as well as for needed assessment briefings for the staff.

When: New IC/UC; staff briefing, as required
 Briefer: Current IC/UC
 Attendees: Prospective IC/UC; Command, and General Staff, as required
 Agenda: Using ICS 201 as an outline, included:

1. Situation (note territory, exposures, safety concerns, etc; use map/charts).
2. Objectives and priorities.
3. Strategies and tactics.
4. Current organization.
5. Resource assignments.
6. Resources enroute and/or ordered.
7. Facilities established.

OPERATIONAL PERIOD PLANNING CYCLE (Events most related to assembling IAP)

5.2.3 Unified Command Objectives Meeting

The IC/UC will review/identify and prioritize objectives for the next operational period (Incident Objectives ICS 202-OS). Objectives from the previous operational period are reviewed and any new objectives are identified.

When: Prior to Tactics Meeting
 Facilitator: UC Member
 Attendees: UC Members; Command and General Staff, as appropriate
 Agenda:

1. Review/identify objectives for the next operational period (clearly stated and attainable with the resources available, yet flexible enough to allow Operations Section Chief to choose tactics).
2. Review any open agenda items from initial/previous meetings.

5.2.4 Tactics Meeting

This meeting creates the blueprint for tactical deployment during the next operational period. In preparation for the Tactics Meeting, the Planning Section Chief and Operations Section Chief review the current IAP and situation status information, as provided through the Situation Unit, to assess work progress against IAP objectives. The Operations Section Chief/Planning Section Chief will jointly develop primary and alternate strategies to meet objectives for consideration at the next Planning Meeting.

When: Prior to Planning Meeting
 Facilitator: Planning Section Chief
 Attendees: Planning Section Chief, Operations Section Chief, Logistics Section Chief, Resources Unit Leader, Situation Unit Leader, and Environmental Unit Leader

Agenda:

1. Review the objectives for the next operational period.
2. Develop strategies (primary and alternative).
3. May prepare a draft of ICS 215 to identify resources that should be ordered through Logistics.

5.2.5 Planning Meeting

This meeting defines incident objectives, strategies, and tactics and identifies resource needs for the next operational period. This meeting fine-tunes objectives and priorities, identifies and solves problems, and defines work assignments and responsibilities (suggested ICS Form 215, Operations Planning Worksheet). Meeting preparations include conducting a Tactics Meeting. Displays in the meeting room may include Objectives (ICS 202) for the next period; large sketch maps or charts clearly dated and timed; poster-size Operational Planning Worksheet (ICS 215); current resource inventory prepared by Resources Unit; and current situation status displays prepared by Situation Unit. After the meeting, the Logistics Section Chief prepares the off-incident tactical and logistical resource orders which are used by Planning Section Chief to develop IAP assignment lists (suggested ICS Form 215).

When: After the Tactics Meeting
 Facilitator: Planning Section Chief
 Attendees: Determined by IC/UC, generally IC/UC, Command Staff, General Staff, Air Operations Section Chief, Resources Unit Leader, Situation Unit Leader, Environmental Unit Leader, and Technical Specialists, as required
 Agenda: Primary Responsibility:

5.2.5 Planning Meeting, Continued

1. State incident objectives and policy issues. IC/UC
2. Briefing of situation, critical and sensitive areas, weather/sea forecast, resource status/availability. Planning Section Chief w/Situation Unit Leader, Resources Unit Leader
3. State primary and alternative strategies to meet objectives. Operations Section Chief w/Planning Section Chief, Logistics Section Chief
4. Designate Branch, Division, Group boundaries and functions, as appropriate; use maps and ICS 215. Operations Section Chief
5. Specify tactics for each Division, note limitations. Operations Section Chief, Situation Unit Leader assist
6. Specify resources needed by Divisions/Groups. Operations Section Chief, w/Planning Section Chief, Logistics Section Chief
7. Specify operations facilities and reporting locations (plot on map). Operations Section Chief, Logistics Section Chief assist
8. Develop resources, support, and overhead order(s). Planning Section Chief, Logistics Section Chief
9. Consider support issues and agree on plans: communications, traffic, safety, medical, etc. Logistics Section Chief, Planning Section Chief assist
10. Assisting or cooperating agency and stakeholder group considerations regarding Incident Action Plan. Liaison Officer
11. Safety considerations regarding Incident Action Plan. Safety Officer
12. News media/public considerations regarding Incident Action Plan. Information Officer
13. Finalize, approve Incident Action Plan for next operational period. IC/UC

5.2.6 Incident Action Plan (IAP) Preparation and Approval

Immediately following the Planning Meeting, the attendees prepare their assignments for the IAP to meet the Planning Section Chief deadline for assembling the IAP components. The deadline will be early enough to permit timely IC/UC approval and duplication of sufficient copies for the Operations Briefing and for overheads.

When: Immediately following Planning Meeting, Planning Section Chief assigns deadline
Facilitator: Planning Section Chief

Common Components:		Responsible to Prepare
1.	Incident Objectives (ICS 202)	[Resources Unit Leader]
2.	Organization List (ICS 203)	[Resources Unit Leader]
3.	Assignment List (ICS 204)	[Resources Unit Leader/Planning Section Chief]
4.	Communications Plan (ICS 205)	[Communications Unit Leader]
5.	Medical Plan (ICS 205)	[Medical Unit Leader/Safety Officer]
6.	Incident Map	[Situation Unit Leader]

Optional Components (use as pertinent):

Optional Components (use as pertinent):		Responsible to Prepare
1.	Air Operations Summary (ICS 220)	[Air Operations Branch Director]
2.	Traffic Plan	[Ground Support Unit Leader]
3.	Demobilization Plan	[Demobilization Unit Leader]

5.2.7 Operations Briefing

This meeting conveys the IAP for the oncoming shift to the response organization. After this meeting, off-going field supervisors should be interviewed by their reliefs and by Operations Section Chief in order to further confirm or adjust the course of the new shift's IAP. Shifts in tactics may be made by the operations section supervisors. Similarly, a supervisor may reallocate resources within a Division or Group to adapt to changing conditions.

When: About an hour prior to each shift
 Facilitator: Planning Section Chief
 Attendees: IC/UC, Command Staff, General Staff, Branch Directors, Division/Group Supervisors, Task Force/Strike Team Leaders (if possible), Unit Leaders, others as appropriate

Agenda:		Responsible to Present
1.	Review of IC/UC Objectives, changes to IAP.	[Planning Section Chief]
2.	Current response actions and last shift's accomplishments.	[Operations Section Chief]
3.	Weather and sea conditions forecast.	[Situation Unit Leader]
4.	Division/Group and Air Operations assignment.	[Operations Section Chief]
5.	Trajectory analysis.	[Situation Unit Leader]
6.	Transport, communications, supply updates.	[Logistics Section Chief]
7.	Safety message.	[Safety Officer]
8.	Financial report (e.g. Claims Number set-up).	[Finance/Administration Section Chief]
9.	News Media report.	[Information Officer]
10.	Assisting/cooperating organization/agency reports of concern.	[Liaison Officer]
11.	Incident Action Plan endorsement and motivational remarks.	[IC/UC]

5.2.8 Assess Progress

The Operations and Planning Sections will review the incident response progress and make recommendations to the IC/UC in preparation for reviewing/identifying objectives for the next operational period. This feedback/information is gathered from various sources including Field Observers, responder debriefs, stakeholders, etc.

SPECIAL PURPOSE MEETINGS

5.2.9 Initial Unified Command Meeting

Provides UC officials with an opportunity to discuss and concur on important issues prior to joint incident action planning. The meeting should be brief and important points should be documented. Prior to the meeting, parties should review and prepare to address the agenda items. Planning Meeting participants will use the results of this meeting to guide the response efforts.

5.2.9 Initial Unified Command Meeting, Continued

When: When UC is formed, prior to the first operational period Planning Meeting
 Facilitator: UC member
 Attendees: Only ICs who will comprise UC

Agenda:

1. Identify jurisdictional priorities and objectives.
2. Present jurisdictional limitations, concerns, restrictions.
3. Develop collective set of incident objectives.
4. Establish and agree on acceptable priorities.
5. Adopt an overall strategy to accomplish objectives.
6. Agree on basic organizational structure and size.
7. Designate the best-qualified and acceptable Operations Section Chief.
8. Agree on General Staff personnel designations and planning, logistical, and finance agreements and procedures.
9. Agree on resource ordering procedures.
10. Agree on cost-sharing procedures.
11. Agree on informational matters.
12. Designate a Unified Command spokesperson.

5.2.10 Command Staff Meeting

The purpose of this meeting is to coordinate Command Staff functions responsibilities, and objectives. It is scheduled as necessary by the IC/UC. Command Staff (IC/UC, Safety Officer, Liaison Officer, and the Information Officer) attend.

5.2.11 Command and General Staff Breakfast/Supper

An opportunity for the Command (IC/UC, Safety Officer, Liaison Officer, Information Officer) and General Staff (Operations Section Chief, Planning Section Chief, Logistics Section Chief, Finance/Administration Section Chief) to gather under informal and relaxing conditions to share and update each other on developing issues.

5.2.12 Business Management Meeting

This meeting is for participants to develop and update the Crisis Manager on the status, progress, and forecast of the IAP. The agenda could include: finance requirements and criteria imposed by contributing organizations, business operating plan for resource procurement and incident funding, cost analysis, and financial summary data. Attendees include: Incident Commander, Operations, Planning, Logistics, and Finance/Administration Section Chiefs, Cost Unit Leader, Supply Unit Leader, Situation Unit Leader, Environmental Unit Leader, and Demobilization Unit Leader. This meeting is generally conducted outside of the ICS Structure allowing exchange of information between Company Management Liaison (Crisis Manager) and the Response effort. It is suggested this meeting is held before the ICS PLANNING MEETING.

5.2.13 Agency Representative Meeting

The purpose of this meeting is to update agency representatives and to ensure that they can support IAP. Conducted by Liaison Officer, attended by Agency Representatives. Most appropriately held after the PLANNING MEETING in order to announce plans for next operational period, yet flexible enough to allow for changes should the plan's expectations be unattainable by an agency.

5.2.14 News Briefing

Refer to **SECTION 7.2** for Public Affairs information and policies.

5.3 ICS FORMS

ICS Forms are available electronically via this Plan's Forms Navigator.

Note: These forms are alternate or suggested forms to be used as appropriate.

- **INCIDENT BRIEFING FORM - ICS 201 (Initial Report Only)**

For use by the Command Staff to gather information on the Incident Management Team's (IMT) efforts to implement applicable response plans. It is prepared by the initial Incident Commander (IC) for providing documentation of the initial response.

- **INCIDENT ACTION PLAN**

For use by the Planning Section to plan each day's response actions. This plan consists of the portions identified on the IAP cover page and needs to be approved by the Incident Commander, Federal On-Scene Coordinator (FOSC), and State On-Scene Coordinator (SOSC).

In addition, these Incident Command System (ICS) forms may be found on the U.S. Coast Guard web page: <http://www.uscg.mil/pacarea/pm/icsforms/ics.htm>

- **INCIDENT ACTION PLAN (IAP) COVER SHEET**

For use in presenting initial information, signature approval, and table of contents of forms contained in the IAP.

- **INCIDENT OBJECTIVES - ICS 202**

Describes the basic incident strategy, control objectives, provides weather, tide and current information, and safety considerations for use during the next operational period.

- **ORGANIZATION ASSIGNMENT LIST - ICS 203**

Provides ICS personnel with information on the units that are currently activated and the names of personnel staffing each position/unit.

- **ASSIGNMENT LIST - ICS 204**

Submits assignments at the Division/Group level.

- **COMMUNICATIONS PLAN - ICS 205**

Is used to provide, in location, information on radio frequency assignments down to Division/Group level for each operation period.

- **MEDICAL PLAN - ICS 206**

Provides information on incident medical aid stations, transportation services, hospitals, and medical emergency procedures.

5.3 ICS FORMS, CONTINUED

ICS Forms are available electronically via this Plan's Forms Navigator.

Note: These forms are alternate or suggested forms to be used as appropriate.

- **INCIDENT STATUS SUMMARY - ICS 209**

Used to inform personnel about the status of response efforts. It is not included in the IAP.

- **UNIT LOG - ICS 214**

Used to log activities for an entire unit.

- **INDIVIDUAL LOG - ICS 214a**

Used to log activities for an individual.

5.3.1 Incident Briefing ICS 201-OS

1. Incident Name	2. Prepared By: (name) Date: Time:	INCIDENT BRIEFING ICS 201-OS
3. Map/Sketch (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 situation and response status)		
INCIDENT BRIEFING	March, 2000	ICS 201 OS (pg 1 of 4)

5.3.1 Incident Briefing ICS 201-OS, Continued

1. Incident Name	2. Prepared By: (name) Date: _____ Time: _____	INCIDENT BRIEFING ICS 201-OS
<p>6. Current Organization</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 30%; border: 1px solid black; padding: 5px;"> <p>Branch:</p> <ul style="list-style-type: none"> • Have functional or geographic responsibilities for major parts of incident operations <p>Division or Groups:</p> <ul style="list-style-type: none"> • Divisions are organized by geographical areas. • Groups are functional areas, not necessarily within a single geographic area. <p>**Strike Team or Task Force</p> <p>Strike Team: specified combinations of the same kind and type of resources with common communication and leadership.</p> <p>Task Force: group of resources with communications and a leader assembled for a specific mission.</p> <p>** Single Resource</p> <p>is an individual, a piece of equipment and its personnel complement, or a crew or team of individuals with an identified work supervisor that can be used on an incident</p> </div> <div style="width: 65%;"> <pre> graph TD IC[Incident Commander] -.- CM[Crisis Manager] IC -.- S[Scribe] IC --- DIC[Deputy Incident Commander] DIC --- Legal DIC --- SO[Safety Officer] DIC --- PPIO[Public Information Officer] DIC --- SEO[Security Officer] DIC --- LO[Liaison Officer] DIC --- OSC[Operations Section Chief] DIC --- PSC[Planning Section Chief] DIC --- LSC[Logistics Section Chief] DIC --- FASC[Fin / Admin Section Chief] OSC --- DOSC[Deputy Ops Section Chief] DOSC --- SA[Staging Area] DOSC --- RG[Repair Group] RG --- ST1["**ST / TF / SR"] DOSC --- B[Branch] B --- DG1[Division / Group] DG1 --- ST2["**ST / TF / SR"] B --- DG2[Division / Group] DG2 --- ST3["**ST / TF / SR"] PSC --- SU[Situation Unit] SU --- FO[Field Observers] PSC --- RU[Resources Unit] PSC --- DU[Documentation Unit] PSC --- EWU[Environmental / Waste Management Unit] PSC --- WMU[Waste Mngt. Unit] PSC --- TSU[Technical Specialists Unit (Coordinator)] LSC --- SB[Services Branch] LSC --- SBR[Support Branch] FASC --- CU[Claims Unit] </pre> </div> </div>		
INCIDENT BRIEFING	March, 2000	ICS 201 OS (pg 3 of 4)

5.3.2 Incident Action Plan (IAP) Cover Sheet

1. Incident Name	2. Operational Period to be covered by IAP (Date/Time)		IAP COVER SHEET
	From:	To:	
3. Approved by:			
FOSC			
SOSC			
IC			
<p>INCIDENT ACTION PLAN</p> <p>The items checked below are included in this Incident Action Plan:</p> <p><input type="checkbox"/> ICS 202 OS (Incident Objectives)</p> <p><input type="checkbox"/> ICS 203 OS (Organization Assignment List)</p> <p><input type="checkbox"/> ICS 204 OS (Assignment List)</p> <p><input type="checkbox"/> ICS 205 OS (Communications Plan)</p> <p><input type="checkbox"/> ICS 206 OS (Medical Plan)</p> <p><input type="checkbox"/> ICS 209 OS (Incident Status Summary)</p> <p><input type="checkbox"/> ICS 214 OS (Unit Log)</p> <p><input type="checkbox"/> ICS 214a OS (Individual Log)</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>			
4. Prepared By: (Planning Section Chief)			Date/Time:
IAP COVER SHEET			March, 2000

5.3.3 Incident Objectives ICS 202-OS

1. Incident Name	2. Operational Period (Date/Time) From: _____ To: _____	INCIDENT OBJECTIVES ICS 202-OS
3. Overall Incident Objective(s)		
4. Objectives for Specified Operational Period		
5. Safety Message for Specified Operational Period		
Approved Site Safety Plan Located at:		
6. Weather: See Attached Weather Sheet		
7. Tides/Currents: See Attached Tide/Current Data		
8. Time of Sunrise:	Time of Sunset:	
9. Attachments (check if attached)		
<input type="checkbox"/> Organization List (ICS 203 OS)	<input type="checkbox"/> Assignment List (ICS 204 OS)	<input type="checkbox"/> Communications Plan (ICS 205 OS)
<input type="checkbox"/> Medical Plan (ICS 206 OS)	<input type="checkbox"/> Weather	
10. Prepared By: (Planning Section Chief)	Date/Time:	
INCIDENT OBJECTIVES	March, 2000	ICS 202 OS

5.3.4 Organization Assignment List ICS 203-OS

1. Incident Name	2. Operational Period (Date/Time) From: _____ To: _____	ORGANIZATION ASSIGNMENT LIST ICS 203-OS																				
3. Incident Commander and Staff <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"></td> <td style="width:25%; text-align: center;">Primary</td> <td style="width:25%; text-align: center;">Deputy</td> </tr> <tr> <td>Federa :</td> <td><input style="width:90%;" type="text"/></td> <td><input style="width:90%;" type="text"/></td> </tr> <tr> <td>State :</td> <td><input style="width:90%;" type="text"/></td> <td><input style="width:90%;" type="text"/></td> </tr> <tr> <td>IC :</td> <td><input style="width:90%;" type="text"/></td> <td><input style="width:90%;" type="text"/></td> </tr> <tr> <td>Safety Officer :</td> <td colspan="2"><input style="width:95%;" type="text"/></td> </tr> <tr> <td>Information Officer :</td> <td colspan="2"><input style="width:95%;" type="text"/></td> </tr> <tr> <td>Logistics Officer :</td> <td colspan="2"><input style="width:95%;" type="text"/></td> </tr> </table>		Primary	Deputy	Federa :	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	State :	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	IC :	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	Safety Officer :	<input style="width:95%;" type="text"/>		Information Officer :	<input style="width:95%;" type="text"/>		Logistics Officer :	<input style="width:95%;" type="text"/>		7. Operations Section Chief <input style="width:95%;" type="text"/> Deputy <input style="width:95%;" type="text"/> a. Branch I Divs on/Groups Branch Director <input style="width:95%;" type="text"/> Deputy <input style="width:95%;" type="text"/> Divs on / Group <input style="width:95%;" type="text"/> b. Branch II Divs on/Groups Branch Director <input style="width:95%;" type="text"/> Deputy <input style="width:95%;" type="text"/> Divs on / Group <input style="width:95%;" type="text"/> c. Branch III Divs on/Groups Branch Director <input style="width:95%;" type="text"/> Deputy <input style="width:95%;" type="text"/> Divs on / Group <input style="width:95%;" type="text"/> d. Air Operations Branch Air Operations Br. Dr. <input style="width:95%;" type="text"/> Air Tactical Supervisor <input style="width:95%;" type="text"/> Air Support Supervisor <input style="width:95%;" type="text"/> Helicopter Coordinator <input style="width:95%;" type="text"/> Fixed-wing Coordinator <input style="width:95%;" type="text"/>
	Primary	Deputy																				
Federa :	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>																				
State :	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>																				
IC :	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>																				
Safety Officer :	<input style="width:95%;" type="text"/>																					
Information Officer :	<input style="width:95%;" type="text"/>																					
Logistics Officer :	<input style="width:95%;" type="text"/>																					
4. Agency Representatives <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Agency</th> <th style="width:80%;">Name</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	Agency	Name											8. Finance Section Chief <input style="width:95%;" type="text"/> Deputy <input style="width:95%;" type="text"/> Time Unit <input style="width:95%;" type="text"/> Procurement Unit <input style="width:95%;" type="text"/> Compensation Unit <input style="width:95%;" type="text"/> Cost Unit <input style="width:95%;" type="text"/>									
Agency	Name																					
5. Planning Section Chief <input style="width:95%;" type="text"/> Deputy <input style="width:95%;" type="text"/> Resources Unit <input style="width:95%;" type="text"/> Situation Unit <input style="width:95%;" type="text"/> Environmental Unit <input style="width:95%;" type="text"/> Documentation Unit <input style="width:95%;" type="text"/> Demobilization Unit <input style="width:95%;" type="text"/> Technical Specialists <input style="width:95%;" type="text"/>	6. Logistics Section Chief <input style="width:95%;" type="text"/> Deputy <input style="width:95%;" type="text"/> Time Unit <input style="width:95%;" type="text"/> Procurement Unit <input style="width:95%;" type="text"/> Compensation Unit <input style="width:95%;" type="text"/> Cost Unit <input style="width:95%;" type="text"/>																					
a. Support Branch Director <input style="width:95%;" type="text"/> Supply Unit <input style="width:95%;" type="text"/> Facilities Unit <input style="width:95%;" type="text"/> Transportation Unit <input style="width:95%;" type="text"/> Vehicle Support Unit <input style="width:95%;" type="text"/> Ground Support Unit <input style="width:95%;" type="text"/>	9. Prepared by: (Resources Unit) _____ Date/Time _____																					
9. Prepared by: (Resources Unit) _____ Date/Time _____		ORGANIZATION ASSIGNMENT LIST March, 2000 ICS 203 OS																				

5.3.5 Assignment List ICS 204-OS

1. Incident Name		2. Operational Period (Date/Time) From: _____ To: _____		ASSIGNMENT LIST ICS 204-OS	
3. Branch			4. Division/Group		
5. Operations Personnel		Name	Affiliation	Contact # (s)	
Operations Section Chief:					
Branch Director:					
Division/Group Supervisor:					
6. Resources Assigned This Period		"X" indicates 204a attachment with special instructions			
Strike Team/Task Force/ Resource Identifier		Leader	Contact Info. #	# of Persons	Notes/Remarks
7. Assignments					
8. Special Instruction for Division/Group					
9. Communications (radio and/or phone contact numbers needed for this assignment)					
Name/Function		Radio: Freq./System/ Channel		Phone	Pager
Emergency Communications					
Medical		Evacuation		Other	
10. Prepared By (Resources Unit Leader)		Date/Time	11. Approved By (Planning Section Chief)		Date/Time
ASSIGNMENT LIST		June, 2000		ICS 204 OS	

5.3.8 Incident Status Summary ICS 209-OS

1. Incident Name		2. Period Covered By Report From: To:		Time of Report	INCIDENT STATUS SUMMARY ICS 209-OS	
3. Spill Status (Estimated, in Barrels)			[OPS/EUL/SSC]			
Source Status		Remaining Potential (bbl)				
		Rate of Spillage (bbl/hr)				
Secured		<input type="checkbox"/>		Unsecured		<input type="checkbox"/>
		Since Last Report		Total		
Volume Spilled						
Mass Balance/Oil Budget						
Recovered Oil						
Evaporation						
Natural Dispersion						
Chemical Dispersion						
Burned						
Floating, Contained						
Floating, Uncontained						
Onshore						
		Total Spilled Oil Accounted For				
4. Waste Management (Estimated)			[OPS/Disposal]			
		Recovered		Stored	Disposed	
Oil (bbl)						
Oily Liquids (bbl)						
Liquids (bbl)						
Oily Solids (tons)						
Solids (tons)						
5. Shoreline Impacts (Estimated, in miles)			[PSC/EUL/SSC]			
Degree of Oiling		Affected	Cleaned		To Be Cleaned	
Light						
Medium						
Heavy						
Total						
6. Wildlife Impacts			[OPS/Wildlife Br.]			
Numbers in (indicate subtotal that are threatened / endangered species					Died in Facility	
	Captured	Cleaned	Released	DOA	Euth	Other
Birds						
Mammals						
Reptiles						
Fish						
Total						
7. Safety Status			[Safety Officer]			
		Since Last Report		Total		
Responder Injury						
Public Injury						
8. Equipment Resources						
[RUL]						
Description	Ordered	Available / Staged		Assigned	Out of Service	
Spill Resp Vsls						
Fishing Vessels						
Tugs						
Barges						
Other Vessels						
Skimmers						
Boom (ft						
Sbnt/Snr Bm (ft						
Vacuum Trucks						
Helicopters						
Fixed Wing						
9. Personnel Resources			[RUL]			
Description	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						
10. Special Notes						
11. Prepared By (Situation Unit Leader)				Date/Time		
INCIDENT STATUS SUMMARY				March, 2000		
				ICS 209 OS		

5.4 SITE SAFETY AND HEALTH PLAN

5.4.1 Safety Introduction and Overview

Responding to incidents can be very hazardous. Critical areas deserving special attention are **Prevention of Incidental Ignition** and **Personnel Safety**. The following safety considerations shall be followed:

Prevention of Incidental Ignition

- Establish a safe working area.
- Monitor for LEL with appropriate air monitoring equipment.
- Utilize EH&S Work Permit during the Incident.
- Use non-sparking tools as applicable.

Personnel Safety

- Utilize the appropriate air monitoring equipment to protect yourselves from the vapors or fumes of petroleum products and crude oils. High concentrations of these vapors may be toxic and can be an asphyxiate.
- Work using the "buddy system" (that is, two people working as a team).
- Use proper respiratory protection equipment (APRs or SCABA) and other applicable PPE when necessary.

The Site Safety Plan in conjunction with the EH&S Work Permit System provides a comprehensive framework for initiating and maintaining quality safety practices. All personnel are responsible for promoting a safe and healthy environment during the incident response. The following Site Safety Plan is designed to provide a consistent, comprehensive process to meet this objective.

For small, minor incidents, the Safety Plan may consist of a EH&S Work Permit and the Safety Plan Checklist or equivalent company Work Permit.

5.4.2 Initial Site Safety and Health Plan

SAFETY PLAN CHECKLIST

ASSIGN SITE SAFETY RESPONSIBILITY
Name:
ESTABLISH PERIMETER AND RESTRICT ACCESS (Compile sketch as necessary)
CHARACTERIZE SITE HAZARDS
<ul style="list-style-type: none"> Identify pollutant:
<ul style="list-style-type: none"> Obtain Material Safety Data Sheets
<ul style="list-style-type: none"> Conduct air monitoring as necessary:
<ul style="list-style-type: none"> Identify physical and biological hazards, i.e.: slips, trips, falls, confined spaces, noise, weather conditions, poisonous insects, reptiles, plants, and biological waste:
ESTABLISH CONTROL ZONES
<ul style="list-style-type: none"> Exclusion zone:
<ul style="list-style-type: none"> Contamination reduction zone:
<ul style="list-style-type: none"> Support zone:
ASSESS TRAINING REQUIREMENTS
<ul style="list-style-type: none"> Ensure <u>only</u> authorized persons are allowed access
UTILIZE EH&S SAFE WORK PERMITS AS INITIAL SITE SAFETY PLAN
<ul style="list-style-type: none"> Ensure safety briefings
<ul style="list-style-type: none"> Select Personal Protective Equipment
<ul style="list-style-type: none"> Level A, B, C, or D:
ESTABLISH DECONTAMINATION STATION(S)
ESTABLISH EMERGENCY MEDICAL PLAN
<ul style="list-style-type: none"> Locate hospital, EMT, and first aid stations:
<ul style="list-style-type: none"> List emergency numbers:
Fire:
Police:
Ambulance:
For other spills of significance, the Site Safety Plan is designed to meet the Safety Objectives.

5.4.3 Site Safety and Health Plan

Incident Name:	
Date:	Site Safety Officer:
Scope	
<p>This Site Safety Plan is for use on the specified above incident and response to a spill of _____ estimated to be approximately _____ in volume.</p> <p>This incident is being managed by designated Company personnel integrated with on-site Federal, State, and/or Local response representatives along with the use of commercial HAZWOPER-accepted qualified contractors.</p> <p>This plan is based on the regulations and recommendations of Federal Agencies such as OSHA, EPA, DOT, and USCG and the Company.</p> <p>Company personnel or contractors will be on site to address safety concerns, site safety plans, conduct Industrial Hygiene monitoring, and for special assistance; however, the day-to-day safe operation of the site and project is the responsibility of trained site supervisors. Every site employee shall comply with provisions of this plan and focus constant attention on preventing loss or damage to any person, property, process, or the environment.</p>	
Site Description	
Location:	
<p>This incident is at _____, in the state of _____, and in the vicinity of _____.</p> <p>The Command Post is currently located at _____.</p> <p>The Incident Base and Staging Area are located at _____.</p>	

5.4.3 Site Safety and Health Plan, Continued

On-Site Control Boundaries:	Marking:
Exclusion Zone - Hotline	As designated by:
Contamination Reduction Zone	As designated by:
Support Zone	As designated by:
Hazards:	
Area Affected:	
The area is _____ and is identified as the Hot Zone.	
Surrounding Population:	
Topography:	
Weather Conditions:	
The weather is _____, temp. is _____, and there is a _____ % chance of precipitation. The prevailing wind is from the _____ at _____ mph throughout the day.	
Environmental and Archeological Concerns:	
Initial Entry Objectives:	

5.4.3 Site Safety and Health Plan, Continued

Additional Information:	
Identified sources of ignition within or adjacent to the spill or contained liquid will be shut down, secured, isolated or monitored, as appropriate. Electrical equipment shall be in compliance with regulatory requirements.	
Note: Smoking is not allowed on Company property.	
Site Access	
Personnel shall notify the Site Safety Officer or designee prior to entering or leaving the site. _____ has been designated to control access. A sign-in log will be maintained at the incident base. Persons entering the area shall sign in/out.	
Entry into spill area will be by trained personnel only. Training documentation shall be provided to the Site Safety Officer prior to entry.	
Hazard Evaluation	
Chemical Hazards:	
The following substance is known to be at the Spill site.	
Substance:	Primary Hazard:
<input type="checkbox"/> Crude Oil	Flammable/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Gasoline	Flammable/Slightly Toxic/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Diesel Fuel	Flammable/Slightly Toxic/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Jet Fuel	Flammable/Moderately Toxic/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Additive	Flammable/Slightly-Moderately Toxic/Skin, Eye, Nose, Throat, and Lung Irritant
<input type="checkbox"/> Butane	Flammable/Asphyxiant/Prolonged contact may cause frostbite
<input type="checkbox"/> Kerosene	Flammable/Skin, Eye, Nose, Throat, & Lung Irritant
<input type="checkbox"/> Propane	Flammable/Asphyxiant/Prolonged contact may cause frostbite/Explosive mixtures with air
<input type="checkbox"/> Benzene	Flammable/Skin and Eye Irritant/May be toxic if inhaled or ingested
<input type="checkbox"/> Hydrogen	Flammable gas/Asphyxiant/Colorless and odorless
<input type="checkbox"/> Toluene	Flammable/Skin and Eye Irritant/may be toxic if inhaled or ingested
<input type="checkbox"/> Xylene	Flammable/Skin and Eye Irritant/may be toxic if inhaled or ingested
<input type="checkbox"/> Natural Gas	Flammable gas/Asphyxiant/Colorless and odorless
<input type="checkbox"/> Fuel Gas	Flammable/Poisonous Gas/Skin and Eye Irritant/Prolonged contact may cause frostbite/Harmful or fatal is swallowed

5.4.3 Site Safety and Health Plan, Continued

Material Safety Data Sheets

Material Safety Data Sheets for Company Products are located on the company intranet. Employees involved in an emergency response are trained to read Company MSDS and to know where they are located. MSDS for material released/spilled during this incident can be found at the following locations:

Personal Protective Equipment

The following Personal Protective Equipment (PPE) shall be required for entry into the Spill Area during the cleanup process.

Level B	Level C	Level D
<ol style="list-style-type: none"> 1. Hard Hat 2. Self Contained Breathing Apparatus 3. Latex inner gloves, Neoprene outer gloves 4. Flame retardant clothing, such as Nomex suits, with cuffs and pant legs duct tape sealed 5. Radios will be provided to the entry team, backup team, and command staff. These radios shall be intrinsically safe and tested prior to entry 	<ol style="list-style-type: none"> 1. Hard Hat 2. Safety glasses with side shields, splash goggles, or safety glasses with full face shield 3. Neoprene gloves 4. Tyvek disposable suit with cuffs and pant legs duct tape sealed 5. If monitoring results indicate the continued need for respiratory protection, SCABAs or SARs may be used. If a half mask or a full face respirator is allowed, it must be NIOSH-approved and use the correct type of cartridge 	<ol style="list-style-type: none"> 1. Hard Hat 2. Safety Glasses 3. Long sleeved shirt - tank tops will not be allowed 4. Long legged pants or overalls - shorts will not be allowed 5. Hand protection as needed 6. Additional items as required by Safety Officer

5.4.3 Site Safety and Health Plan, Continued

Decontamination

A Decon Site Layout (**SECTION 5.5**) shall be used to construct the Decon area. Personnel involved in the response and entering the Hot Zone area shall be trained and equipped to meet the requirements of Emergency Response.

Decon Site(s) should be constructed at the point of entry to the Hot Zone. Multiple Decon Sites may be necessary for multiple cleanup areas or when an area has multiple entry points.

Communications

Only intrinsically safe electronic devices will be allowed within the Hot Zone. Verbal and hand signal communication is allowed in the Hot Zone.

Cellular phones, pagers, lamps, or flare devices shall not be allowed into Hot Zone unless intrinsically safe and approved by the Safety Office or designee. Other non-sparking methods which cannot produce ignition may be allowed in the Hot Zone, but must be approved by the Safety Officer.

Cellular phones, pagers, stationary telephones, and any other communication devices shall be allowed by the Safety Officer into other support areas of the incident.

Personal Identification

As available, Incident Command position personnel shall wear vests with the position label on the vest (Incident Commander, Planning, Logistics, Operations, Safety, etc.) If vests are not available, the IC personnel shall ensure they are recognized by personnel they are supervising.

First Aid

First aid kits are located at _____ . Serious injuries will be treated by 911 EMS response systems as needed.

Injuries, no matter how slight, shall be reported to a Safety Officer immediately.

5.4.3 Site Safety and Health Plan, Continued

Emergency Eye Wash Station:
Portable emergency eyewash stations are located at _____.
Potable Water:
Potable water is available at _____.
Toilet Facilities:
Toilet facilities are available at _____.
Air Monitoring:
Air monitoring shall be conducted by _____, who will utilize _____ to monitor the levels of _____.
Other sampling devices or media must be approved by the Safety Officer prior to being allowed into the area.
A log sheet shall be maintained for gas monitoring data to be logged on _____ minute interval. Readings shall be collected from the perimeter of the cleanup area on a _____ interval.
Air monitoring shall continue until the Safety Officer determines that it is no longer necessary.

5.4.3 Site Safety and Health Plan, Continued

Additional Health/Hygiene Sampling		
Additional testing of atmosphere, personnel, or equipment may be conducted at the discretion of the Safety Officer or Incident Commander.		
Emergency Procedures		
The following standard emergency procedures will be used by the on-site personnel. The Incident Commander, Operations Chief, and Safety Supervisor shall be made aware of any on-site emergencies and be responsible for ensuring that the appropriate procedures are followed:		
Injury/Illness in the area:		
An injury or illness occurring in the response area shall be immediately communicated through the Command Staff to the Safety Officer in order that it may be responded to in the degree necessary. This includes everything from minor first aid treatment to the more serious injuries involving the 911 EMS system.		
A medical emergency shall receive immediate attention and appropriate response. Company notification by the on-site personnel shall be in the following order until contact is made with one of the following: the Site Safety Officer, Operations Section Chief, Incident Commander, or Operations Manager.		
911 EMS Response Service:		
Refer to SECTION 3 for the appropriate notifications.		
Personal Protective Equipment Failure:		
If worker experiences a failure or alteration of protective equipment that affects the protection factor, that person shall immediately evacuate to a safe area. Decon procedures shall be followed. The Safety Officer shall be notified immediately. Return to the area shall not be permitted until the equipment has been properly and effectively repaired or replaced.		
Other Equipment Failure:		
If other equipment fails to operate properly, the Operations Chief shall be notified and then determine the effect of this failure on continuing the operations. If the failure affects the safety of personnel or prevents completion of the planned tasks, personnel shall leave the area until the situation is corrected.		
Plan Prepared By:		
Safety Officer:		
Printed Name	Signature	Date
Plan Reviewed By:		
Operations Chief:		
Printed Name	Signature	Date
Plan Approved By:		
Incident Commander:		
Printed Name	Signature	Date

5.5 DECONTAMINATION PLAN

Incident Name:	Location:
Effective Date of Plan:	Effective Time Period of Plan:
Spill Location:	Plan Prepared By:

- **Work Zones:**
 - Support (cold) zone
 - Contamination reduction (warm) zone
 - Exclusion (hot) zone

These zones are identified by signs, barrier tape, or other means. Decontamination is performed in the contamination reduction zone. When responders exit the exclusion zone, they must be decontaminated.

Crews are available to assist in decontamination procedures as needed. The crews shall wear appropriate Personal Protective Equipment (PPE) and are responsible for packaging and labeling of contaminated PPE.

- **Decontamination Stations:**

Decontamination is performed within the contamination reduction zones or where otherwise designated. Decontamination stations are to be equipped and manned to assist personnel leaving a contaminated zone to remove, package, and label soiled or contaminated response equipment, thus preventing the spread of contaminants.

Listed below are recommended stations for a Decontamination Plan.

Note 1: Not all of these stations may be necessary. The actual type and number of stations will be decided by the Decontamination Group in conjunction with the Safety Officer based on the type of material released and the hazards of the material.

Note 2: Can sizes of 10 and 32 gallon in Minimum Decontamination Layout are recommended sizes. Actual container size used will depend upon availability (i.e. using a 55 gallon drum in lieu of a 32 gallon trash can).

5.5 DECONTAMINATION PLAN, CONTINUED

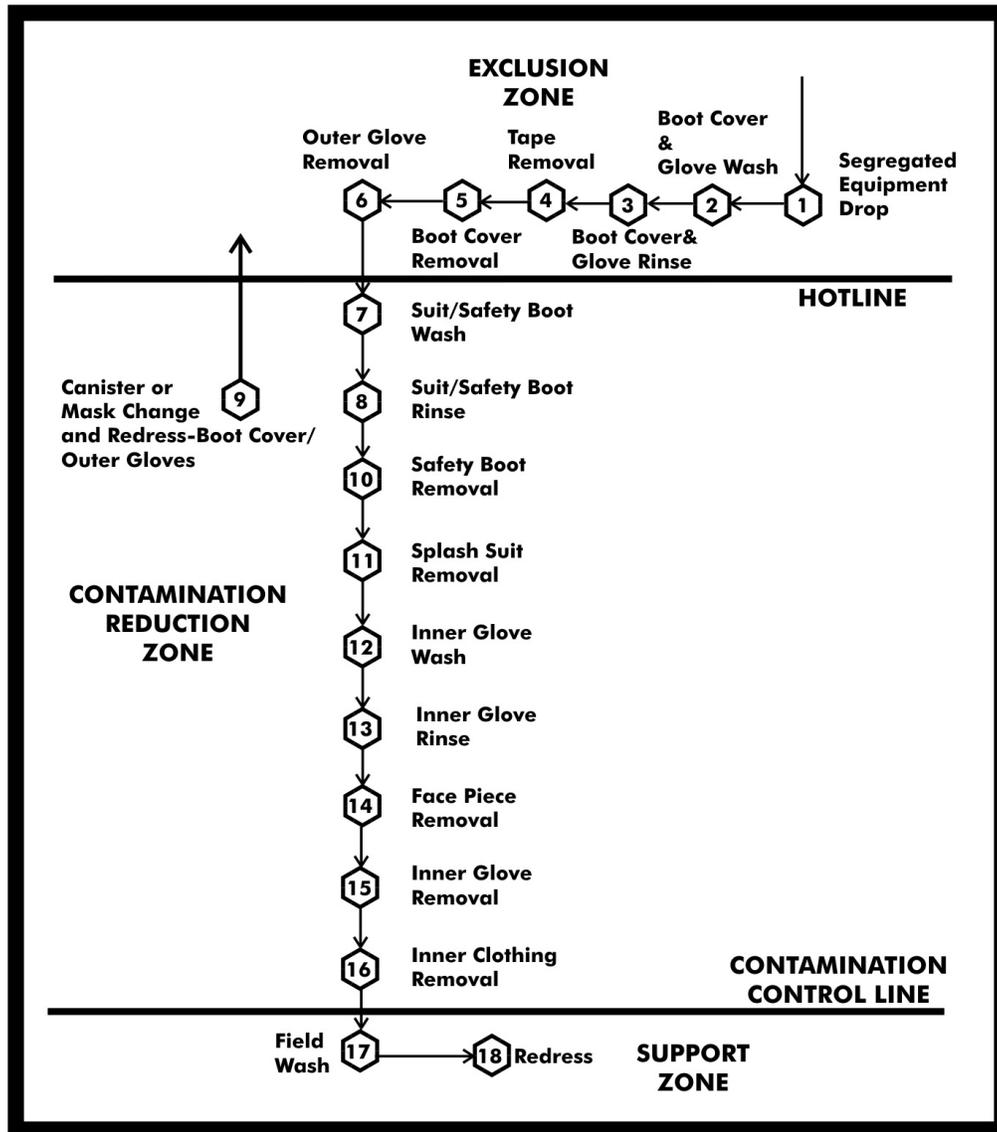
MAXIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Segregated equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths or in different containers with plastic liners. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Boot cover and glove wash	Scrub outer boot cover and gloves with decontamination solution or detergent and water.
STATION 3	Boot cover and glove rinse	Rinse off decontamination solution from Station 2 using copious amounts of water.
STATION 4	Tape removal	Remove tape around boots and gloves and deposit in container with plastic liner.
STATION 5	Boot cover removal	Remove boot covers and deposit in containers with plastic liner.
STATION 6	Outer glove removal	Remove outer gloves and deposit in container with plastic liner.
STATION 7	Suit and boot wash	Wash splash suit, gloves, and safety boots. Scrub with a scrub brush and decontamination solution.
STATION 8	Suit, boot and glove rinse	Rinse off decontamination solution using water. Repeat as many times as necessary.
STATION 9	Canister or mask change	If worker leaves exclusion zone to change canister or this is the last step in the decontamination procedure, worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 10	Safety boot removal	Remove safety boots and deposit in container with plastic liner.
STATION 11	Suit removal	With assistance of helper, remove outer suit (Tyvek suits). Deposit in container with plastic liner.
STATION 12	Inner glove wash	Wash inner gloves with decontamination solution.
STATION 13	Inner glove rinse	Rinse inner gloves with water.
STATION 14	Face piece removal	Remove face piece. Deposit in container with plastic liner. Avoid touching face with fingers.
STATION 15	Inner glove removal	Remove inner gloves and deposit in lined container.

5.5 DECONTAMINATION PLAN, CONTINUED

MAXIMUM MEASURES FOR DECONTAMINATION, CONTINUED		
STATION 16	Inner clothing removal	Remove clothing soaked with perspiration and place in lined container. Do not wear inner clothing off-site since there is a possibility that small amounts of contamination might have been transferred in removing the protective suit.
STATION 17	Field wash	If highly toxic, skin-corrosive, or skin-absorbable materials are known or suspected to be present, work with safety; an on-site shower may be necessary. Wash hands and face if shower is not available.
STATION 18	Re-dress	Put on clean clothes. Exit point of the Decontamination Site.

5.5 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT

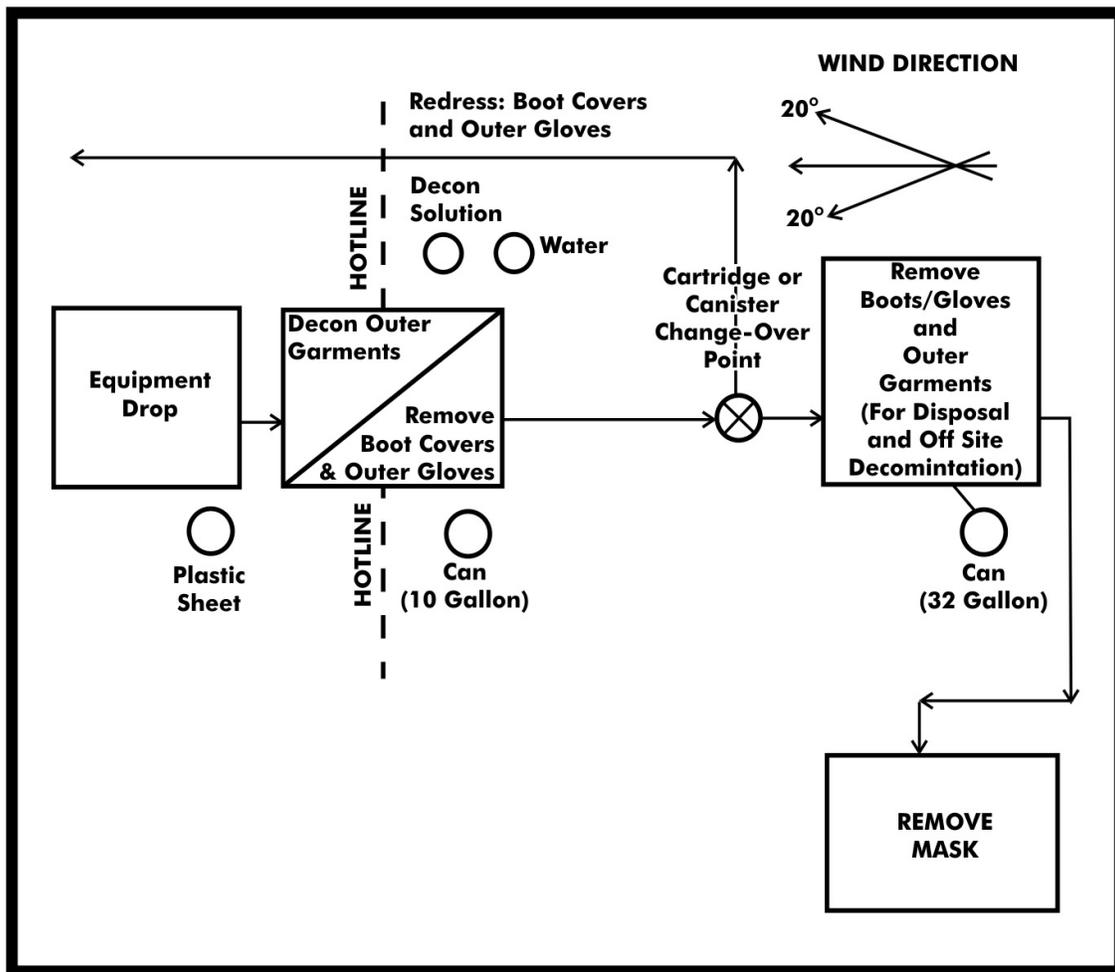


5.5 DECONTAMINATION PLAN, CONTINUED

MINIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Outer garment, boots, and gloves wash and rinse	Scrub outer boots, outer gloves, and splash suit with decontamination solution or detergent and water. Rinse off using copious amounts of water.
STATION 3	Outer boot and glove removal	Remove outer boots and gloves. Deposit in container with plastic liner.
STATION 4	Canister or mask change	If worker leaves exclusion zone to change canister (or mask) or this is the last step in the decontamination procedures, worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, and the worker returns to duty.
STATION 5	Boot, gloves, and outer garment removal	Boots, chemical-resistant splash suit, inner gloves removed and deposited in separate containers lined with plastic.
STATION 6	Face piece removal	Face piece is removed. Avoid touching face with fingers. Face piece deposited on plastic sheet.
STATION 7	Field wash	Hands and face are thoroughly washed. Shower as soon as possible. Exit point of the Decontamination Site.

5.5 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT



5.6 DISPOSAL PLAN

This Disposal Plan is to be completed after a discharge has taken place in and accordance with guidance presented in **SECTION 7.4**, "Waste Management".

Date:	Location:
Source of release:	
Amount of release:	
Incident name:	
State On-Scene Coordinator:	
Federal On-Scene Coordinator:	
Time required for temporary storage:	
Proposed storage method:	

Disposal priorities:

Sample date:	Sample ID:
Analysis required (type):	
Laboratory performing analysis:	

Disposal options:

	Available	Likely	Possible	Unlikely
Landfill:				
In situ/ bio-remediation:				
In situ burn:				
Pit burning:				
Hydrocyclone:				
Off site incineration:				
Reclaim:				
Recycle:				

Resources required for disposal options:

General information:

Generator name:	US EPA ID#:
Waste properties:	Waste name:
US EPA waste code:	State waste code:
EPA hazardous waste:	
Waste storage and transportation:	
Proposed storage method:	
Proposed transportation method:	

5.6 DISPOSAL PLAN, CONTINUED

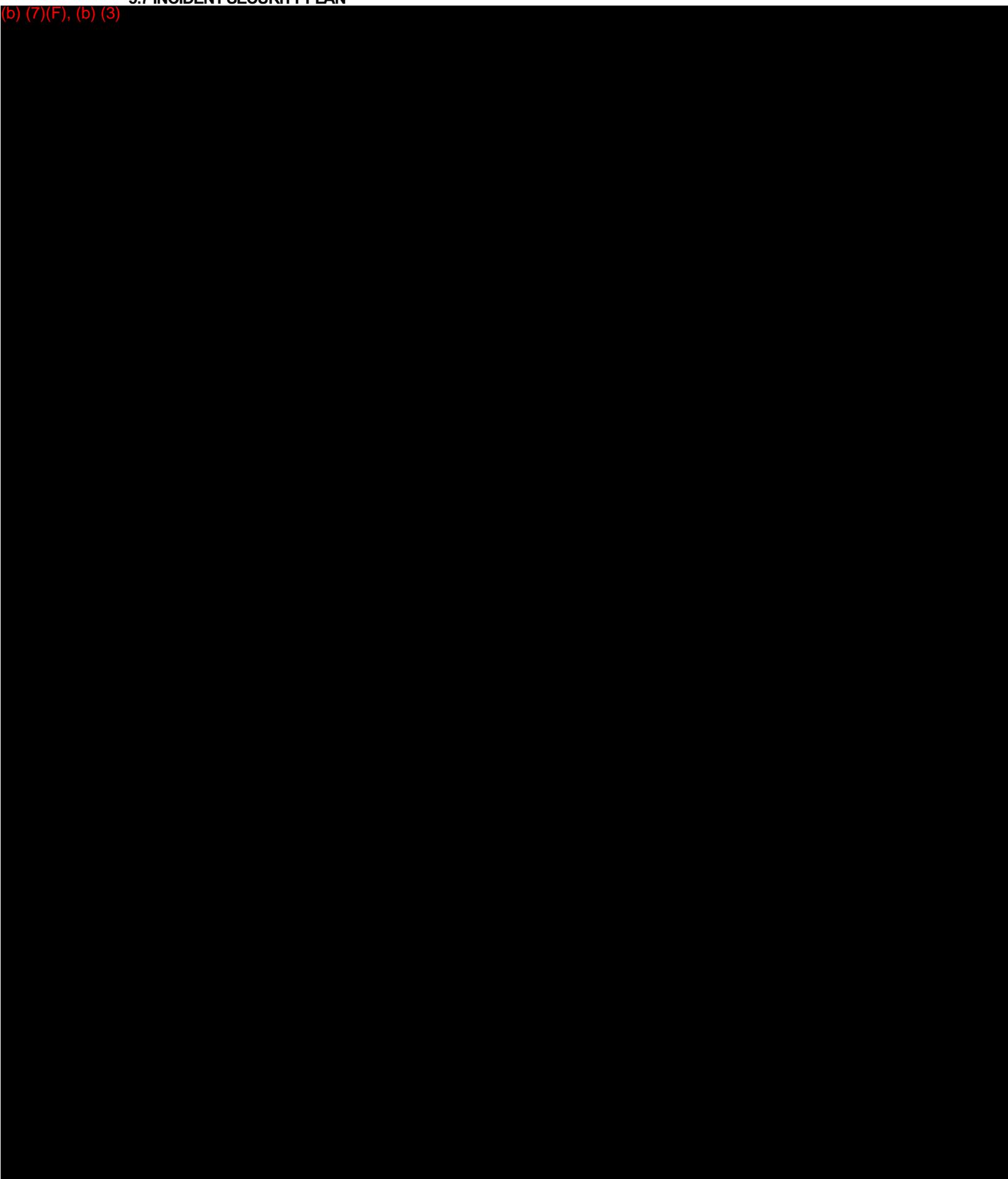
Permits required for storage:
Permits required for transportation:
Estimated storage capacity:
Number and type of storage required:
Local storage available for temporary storage of recovered oil:

PPE required for waste handling:	
Waste coordinator:	Date:
Resources required for disposal options:	

Incident name:	
Sample number:	Date sent:
Source of sample:	
Date sample data received:	
Waste hazardous:	Non-hazardous:
Permits/variances requested:	
Approval received on waste profile:	
Date disposal can begin:	
Disposal facilities:	
Profile number:	
Storage contractors:	
Waste transporters:	
PPE designated and agrees with Site Safety and Health Plan:	

5.7 INCIDENT SECURITY PLAN

(b) (7)(F), (b) (3)



5.8 DEMOBILIZATION PLAN

Incident name:	Location:
Effective date of plan:	Effective time period of plan:
Incident location:	Plan prepared by:

Demobilization procedures:

- Each incident will require a Decontamination Area or designate where larger equipment may be sent for decontamination
- Operations Section will send resources not in use at a specific collection site to a designated decontamination sites for re-assignment or release
- Decontaminated equipment will be returned to appropriate staging area for release or re-deployment at other locations
- Long term information maintained by the Planning and Operations Section Chiefs may be utilized to assist in the prioritization of releasing equipment versus placing it on stand-by
- Each Planning Section (Decontamination Site, Staging Area, and Logistics) will document the demobilization, decontamination, re-deployment, or release of equipment at each stage
- The Staging Group Leader will provide Demobilization Plan detailing re-deployment strategies on equipment, plus priorities on demobilization and release recommendations for equipment at the staging areas
- The Demobilization Plan is to be incorporated into the Incident Action Plan (IAP) for ICS Approval. As assigned by the Demobilization Plan within the IAP, equipment designated for re-assignment will be mobilized to the appropriate staging area
- The Operations Section will ensure that re-deployed personnel receive proper rest prior to returning to duty
- The Planning Section Chief will monitor personnel re-deployment activities to ensure number of hours worked is within acceptable guidelines
- Staging Group Leader will release equipment designated for release. Transports may be required for equipment if in remote staging area
- Once equipment is released and removed from staging areas, Logistics and the Finance Unit shall be informed to ensure invoicing reflects the dates released

SECTION 6

SENSITIVE AREAS / RESPONSE TACTICS

Last revised: April 2, 2013

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6.1 Area Description

6.2 Spill Containment / Recovery

Figure 6.2-1 - Response Tactics for Various Shorelines

6.3 Sensitive Area Protection

Figure 6.3-1 - Sensitive Area Protection Implement Sequence

Figure 6.3-2 - Summary of Shoreline and Terrestrial Cleanup Techniques

6.4 Alternative Response Strategies

6.4.1 Dispersants

6.4.2 In Situ Burn

6.4.3 Bioremediation

Figure 6.4-1 - Region V - Chemical Use Checklist

Figure 6.4-2 - Region VI - NSE EAP Initial Call Checklist

Figure 6.4-3 - Region VI - NSE-EAP Minimum Criteria Checklist

Figure 6.4-4 - Region VI - RRT NSA-EAP Decision Checklist

Figure 6.4-5 - In Situ Burn, Decision Tree

Figure 6.4-6 - Oil Spill Response Application/Checklist: In-Situ Burning

Figure 6.4-7 - Region VI - RRT Oil Spill Response Checklist for Coastal Wetland In-Situ Burn

SECTION 6

SENSITIVE AREAS / RESPONSE TACTICS, CONTINUED

6.5 Wildlife Protection and Rehabilitation

6.6 Endangered and Threatened Species by State

6.7 Sensitivity Maps

6.8 Tactical Map Index

6.9 Tactical Maps

6.10 Tactical Plans

6.11 Areas of Concern

6.1 AREA DESCRIPTION

Description of shoreline types and specific shoreline protection and cleanup techniques are presented in **FIGURE 6.2-1** and **FIGURE 6.3-2**. The strategies and response examples are guidelines and should be evaluated during the response to ensure that the selected response methods are appropriate for the situation.

Sensitivity maps are provided in **SECTION 6.7**.

6.2 SPILL CONTAINMENT / RECOVERY

Containment and recovery refer to techniques that can be employed to contain and recover terrestrial and aquatic petroleum spills.

Terrestrial spills typically result from pipeline or tank leaks. The Company is equipped with secondary containment systems for areas with non-pressurized breakout tanks. Spills occurring within the secondary containment area or along the pipeline areas should be contained at or near their source to minimize the size of the cleanup area and quantity of soil affected.

Containment is most effective when conducted near the source of the spill, where the oil has not spread over a large area and the contained oil is of sufficient thickness to allow effective recovery and/or cleanup. The feasibility of effectively implementing containment and recovery techniques is generally dependent upon the size of the spill, available logistical resources, implementation time, and environmental conditions or nature of the terrain in the spill area.

For terrestrial spills, trenches, earthen berms, or other dams are most often used to contain oil migration on the ground surface. Recovery of free oil is best achieved by using pumps, vacuum sources, and/or sorbents. Forming collection ponds for containing free product may be considered when attempting to recover free oil. Absorbents such as hay, straw, dry dirt or sand, and other commercial products (such as peat moss) may be considered as alternative methods of containment.

Spills that reach water spread faster than those on land. They also have greater potential to contaminate water supplies, to affect wildlife and populated areas, and to impact manmade structures and human activities. Responses on water should therefore emphasize stopping the spill, containing the oil near its source, and protecting sensitive areas before they are impacted.

Sorbents are used to remove minor on-water spills. For larger spills, booming is used to protect sensitive areas and to position oil so it can be removed with skimmers or vacuum trucks.

Due to entrainment, booming is not effective when the water moves faster than one knot or waves exceed 1.5 feet in height. Angling a boom will minimize entrainment. Using multiple, parallel booms will also improve recovery in adverse conditions. A summary of booming techniques is provided below.

Containment/Diversion Berming	<ul style="list-style-type: none"> • Berms are constructed ahead of advancing surface spills to contain spill or divert spill to a containment area • May cause disturbance of soils and some increased soil penetration
Blocking/Flow-Through Dams	<ul style="list-style-type: none"> • Construct dam in drainage course/stream bed to block and contain flow of spill. Cover with plastic sheeting. If water is flowing, install inclined pipes during dam construction to pass water underneath dam • May increase soil penetration
Culvert Blocking	<ul style="list-style-type: none"> • Block culvert with plywood, sandbags, sediments, etc. to prevent oil from entering culvert
Interception Trench	<ul style="list-style-type: none"> • Excavate ahead of advancing surface spill to contain spill and prevent further advancement; cover bottom and gradients with plastic • May cause disturbance of soils and increased soil penetration
Containment booming	<ul style="list-style-type: none"> • Boom is deployed around free oil • Boom may be anchored or left to move with the oil
Diversion booming	<ul style="list-style-type: none"> • Boom is deployed at an angle to the approaching oil • Oil is diverted to a less sensitive area • Diverted oil may cause heavy oil contamination to the shoreline downwind and down current • Anchor points may cause minor disturbance to the environment
Exclusion booming	<ul style="list-style-type: none"> • Boom is placed around a sensitive area or across an inlet, a river mouth, a creek mouth, or a small bay • Approaching oil is contained or deflected (diverted) by the boom • Anchor points may cause minor disturbance to the environment

Sorbent booming

- Used only on quiet water with minor oil contamination
- Boom is anchored along a shoreline or small areas of surface water (e.g. ponds, rivers, and creeks) and may be used in a manner which allows boom to work with the fluctuating water currents
- May use boom made of sorbent material or may pack sorbent material between multiple booms placed parallel to each other

Other cleanup methods include: natural recovery, manual removal/scraping, low-pressure flushing, warm water washing, and burning. Berms and dams are also used in shallow waterways to protect areas.

Cleanup methods are provided in the appropriate Area Contingency Plan (ACP), NOAA's "Shoreline Assessment Manual," and NOAA's "Options for Minimizing Environmental Impacts of Freshwater Spill Response." (See <http://www.response.restoration.noaa.gov> for the latter two.)

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Developed/ Unforested Land	<ul style="list-style-type: none"> This class includes towns, cities, farms, pastures, fields, recreational wetlands, and other altered areas Organisms and algae may be common in riprap structures and on piers 	<ul style="list-style-type: none"> Oil would percolate easily between the gravel and borders of riprap structures Oil would coat the intertidal areas of solid structures Boats would be damaged or killed under heavy accumulations 	<ul style="list-style-type: none"> May require high pressure spraying: <ul style="list-style-type: none"> To remove oil To prepare substrate for recontamination of barnacle and oyster communities For aesthetic reasons
Freshwater Fat	<ul style="list-style-type: none"> Mud or organic deposits located along the shore or in shallow portions of nontidal freshwater lakes and ponds They are exposed to low wave and current energy They are often areas of heavy bird use 	<ul style="list-style-type: none"> Oil is expected to be deposited along the shoreline Penetration of spilled oil into the water saturated sediments of the fat will not occur When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> These areas require high priority for protection against oil contamination Cleanup of freshwater fats is nearly impossible because of soft substrate Cleanup is usually not even considered because of the likelihood of mixing oil deeper into the sediments during the cleanup effort Passive efforts, such as sorbent boom can be used to retain oil as it is naturally removed
Fresh Marsh	<ul style="list-style-type: none"> Found along freshwater ponds and lakes These marshes have various types of vegetative cover, including floating aquatic plants, vascular submerged vegetation, needle and broad leaved deciduous scrubs and shrubs, and broad leaved evergreen scrubs and shrubs Birds and mammals extensively use fresh marshes for feeding and breeding purposes 	<ul style="list-style-type: none"> Small amounts of oil contaminate the outer marsh fringe only; natural removal by wave action can occur within months Large spills will cover more area and may persist for decades Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses 	<ul style="list-style-type: none"> Marshes require the highest priority for shoreline protection Natural recovery is recommended when: <ul style="list-style-type: none"> A small extent of marsh is affected A small amount of oil impacts the marsh fringe The preferred cleanup methods are a combination of low pressure flushing, sorption, and vacuum pumping performed from boats Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots Oil wrack and other debris may be removed by hand
Swamp	<ul style="list-style-type: none"> Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetation types include: scrubs, shrubs, evergreen trees, and hardwood forested woodlands Birds and mammals use swamps during feeding and breeding activities 	<ul style="list-style-type: none"> Even small amounts of spilled oil can spread through the swamp Large spills will cover more area and may persist for decades since water flushing rates are low Oil, particularly the heavy fuel oils, will adhere to swamp vegetation Unlike mangroves, the roots of swamp forest trees are not exposed; thus, little damage to trees is expected. Any underbrush vegetation, however, would be severely impacted 	<ul style="list-style-type: none"> No cleanup recommended under light conditions Under moderate to heavy accumulations, to prevent chronic oil pollution of surrounding areas placement of sorbent along fringe swamp forest (to absorb oil as it slowly released) may be effective under close scientific supervision Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to inter or swamp forests Oil trapped by boom can be reclaimed through the use of skimmers and vacuums

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES, CONTINUED

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Salt and Brackish Water Marshes	<ul style="list-style-type: none"> Marshes are nutrient rich wetlands containing emergent, herbaceous vegetation. Width of the marsh can vary widely, from a narrow fringe to extensive areas. They are relatively sheltered from waves and strong currents. Sediments are composed of organic muds except on the margins of barrier sands where sand is abundant. Resident flora and fauna are abundant, with numerous species with high utilization by birds. 	<ul style="list-style-type: none"> Oil adheres readily to marsh vegetation. The band of coating will vary widely, depending upon the water level at the time oil slicks are in the vegetation. There may be multiple bands. Large slicks will persist through multiple water level changes and coat the entire stem from the high water line to the base. If the vegetation is thick, heavy oil coating will be restricted to the outer fringe, although lighter oils can penetrate deeper, to the limit of inundation. Medium to heavy oils do not readily adhere to or penetrate the fine sediments, but can pool on the surface or in burrows. Light oils can penetrate the top few centimeters of sediment and deeply into burrows and cracks (up to one meter). 	<ul style="list-style-type: none"> Under tight oiling, the best practices to let the area recover naturally. Heavy accumulations of pooled oil can be removed by vacuum, sorbents, or low pressure flushing. During flushing, care must be taken to prevent transporting oil to sensitive areas down slope or along shore. Cleanup activities should be carefully supervised to avoid vegetation damage. Any cleanup activity must not mix the oil deeper into the sediments. Trampling of the roots must be minimized. Cutting of oiled vegetation should only be considered when other resources are at great risk from leaving oiled vegetation in place.
Open Water	<ul style="list-style-type: none"> Have ocean like waves and currents Weather changes effect on water conditions River mouths present problems Thermal stratification occurs 	<ul style="list-style-type: none"> Most organisms are mobile enough to move out of the spill area Aquatic birds are vulnerable to oiling Human usage (such as transportation, water intakes, and recreational activities) may be restricted 	<ul style="list-style-type: none"> Booming, skimming, vacuuming, and natural recovery are the preferred cleanup methods Should not use sorbents, containment booming, skimming, and vacuuming on gas line spills Cleanup options include physical herding, sorbents, and debris/vegetation removal
Large Rivers	<ul style="list-style-type: none"> May have varying salinities, meandering channels, and high flow rates May include manmade structures (such as dams and locks) Water levels vary seasonally Floods generate high suspended sediment and debris loads 	<ul style="list-style-type: none"> Fish and migratory birds are of great concern Under flood conditions, may impact highly sensitive areas in floodplains Human usage may be high When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> Booming, skimming, and vacuuming are the preferred cleanup methods Should not use sorbents, containment booming, skimming, and vacuuming on gas line spills Cleanup options include natural recovery, physical herding, sorbents, and debris/vegetation removal
Small Lakes and Ponds	<ul style="list-style-type: none"> Water surface can be choppy Water levels can fluctuate widely May completely freeze in winter Bottom sediments near the shore can be soft and muddy Surrounding area may include wet meadows and marshes 	<ul style="list-style-type: none"> Wildlife and socioeconomic areas likely to be impacted Wind will control the oil's distribution 	<ul style="list-style-type: none"> Booming, skimming, vacuuming, and sorbents are the preferred cleanup methods Should not use containment booming, vacuuming, sorbents, and skimming on gas line spills Cleanup options include physical herding, sorbents, and debris/vegetation removal

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES, CONTINUED

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Small Rivers and Streams	<ul style="list-style-type: none"> • Wide range of water bodies fast flowing streams to slow moving bayous with low muddy banks and fringed with vegetation • May include waterfalls, rapids, log jams, and channel bars, and islands • Weathering rates may be slower because spreading and evaporation are restricted 	<ul style="list-style-type: none"> • Usually contaminate both banks and the water column, exposing a large number of biota to being oiled • Water intakes for drinking water, irrigation, and industrial use likely to be impacted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, sorbents, barriers, and berms are the preferred cleanup methods • Should not use containment booms, sorbents, vacuuming, and skimming on gasoline spills • Cleanup options include physical removal, natural recovery, debris removal, vegetation removal, and incineration

6.3 SENSITIVE AREA PROTECTION

Protection refers to the implementation of techniques or methods to prevent oil from making contact with an area that is determined to be sensitive for aquatic, environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques should consider a number of factors such as sensitive features, priorities for areas to be protected, and potential degree of impact. In the event a product spill reaches a major area waterway, it may be necessary to protect downstream sensitive areas if it appears that local containment and recovery efforts will not be sufficient to control the entire spill. Major waterways and specific sensitive areas located downstream of the Facility are provided in **SECTION 6.7**. The sensitive area protection implementation sequence and summary of shoreline and terrestrial cleanup techniques is described below. Refer to **SECTION 6.4** for alternative response strategies.

FIGURE 6.3-1 - SENSITIVE AREA PROTECTION IMPLEMENT SEQUENCE

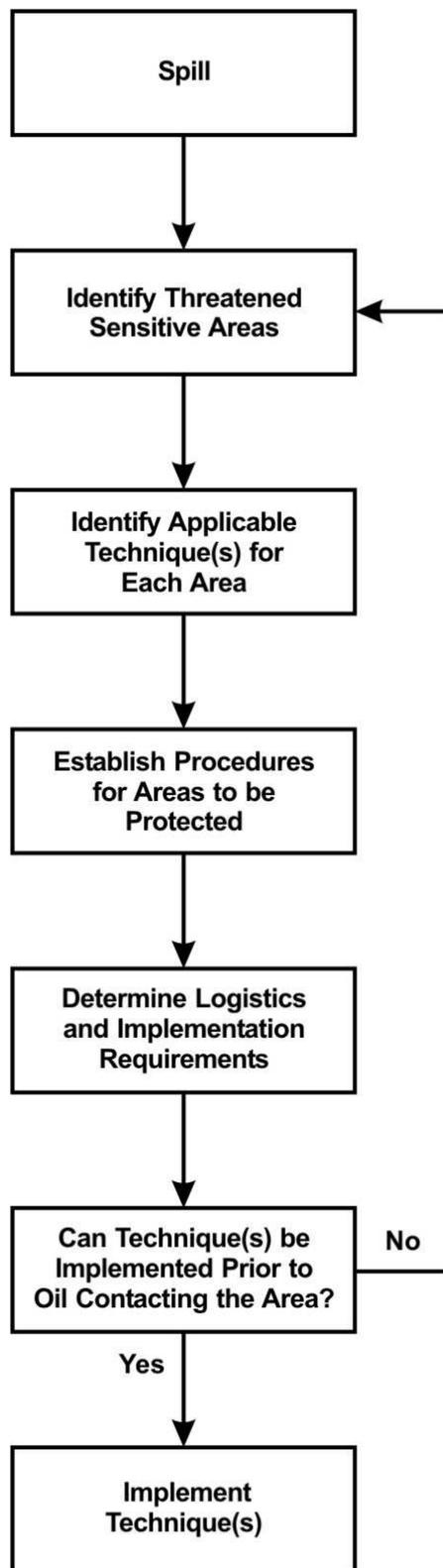


FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Removal				
1. Manua Removal	Hand too (scrapers, wire brushes, shovels, cutting tools, wheel barrows, etc.) are used to scrape off surfaces or recover oiled sediments, vegetation, or debris where conditions are light or sporadic and/or access limited.	<u>Equipment</u> misc. hand tools <u>Personne</u> 10-20 workers	<ul style="list-style-type: none"> Can be used on a habitat types Light to moderate oiling conditions for stranded oil or heavy oils that have formed semi solid to solid masses In areas where roosting or birthing animals cannot or should not be disturbed 	<ul style="list-style-type: none"> Sediment disturbance and erosion potential
2. Mechanical Removal	Mechanical earthmoving equipment is used to remove oiled sediments and debris from heavily impacted areas with suitable access.	<u>Equipment</u> motor grader, backhoe, dump truck <u>Personne</u> 2-4 workers plus equipment operators	<ul style="list-style-type: none"> On land, wherever surface sediments are accessible to heavy equipment Large amounts of oiled materials 	<ul style="list-style-type: none"> Removes upper 2 to 12 inches of sediments
3. Sorbent Use	Sorbents are applied manually to oil accumulations, coatings, sheens, etc. to remove and recover the oil.	<u>Equipment</u> misc. hand tools <u>Personne</u> 2-10 workers	<ul style="list-style-type: none"> Can be used on a habitat types Free floating oil close to shore or stranded on shore, secondary treatment method after gross oil removal Sensitive areas where access is restricted 	<ul style="list-style-type: none"> Sediment disturbance and erosion potential Trampling of vegetation and organisms Foot traffic can work oil deeper into soft sediments
4. Vacuum/ Pumps / Skimmers	Pumps, vacuum trucks, skimmers are used to remove oil accumulations from and/or reat very thick floating layers from the water.	<u>Equipment</u> 1 2 500 to 1000 gpm vacuum trucks whoses 1 2 nozzle screens or skimmer heads <u>Personne</u> 2-6 workers plus truck operators	<ul style="list-style-type: none"> Can be used on a habitat types Stranded oil on the substrate Shoreline access points 	<ul style="list-style-type: none"> Typically does not remove oil Can remove some surface organisms, sediments, and vegetation
Washing				
5. Flooding	High volumes of water at low pressure are used to flood the oiled area to float oil off and out of sediments and back into the water or to a containment area where it can be recovered. Frequently used with flooding.	<u>Equipment</u> 1 5 1000 to 2000 gpm pumping systems 1 100 ft perforated header hose per system 1 2 200 ft containment booms per system 1 oil recovery device per system <u>Personne</u> 6-8 workers per system	<ul style="list-style-type: none"> All shoreline types except steep intermittent areas Heavily oiled areas where the oil is still fluid and adheres closely to the substrate Where oil has penetrated into grave sediments Used with other washing techniques 	<ul style="list-style-type: none"> Can impact clean downgradient areas Can displace some surface organisms if present Sediments transported into water can affect water quality

**FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES,
CONTINUED**

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Washing, Continued				
6. Flushing	Water streams at low to moderate pressure, and possibly elevated temperatures, are used to remove oil from surface or near surface sediments through agitation and direct contact. Oil is flushed back into the water or collected on point for subsequent recovery. May also be used to flush out oil trapped by shoreline or aquatic vegetation.	<u>Equipment</u> 1 5 50l to 100l/gpm/ 100lps pumping systems with manifold 1 4 100 ft hoses and nozzles per system 1 2 200 ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 8 10 workers per system	<ul style="list-style-type: none"> Substrates, riprap, and solid man made structures Oil stranded onshore Floating oil on shallow intertidal areas 	<ul style="list-style-type: none"> Can impact clean downgradient areas Will displace many surface organisms if present Sediments transported into water can affect water quality Hot water can be lethal to many organisms Can increase oil penetration depth
7. Spot (High Pressure Washing)	High pressure water streams are used to remove oil coatings from hard surfaces in small areas where flushing is ineffective. Oil is directed back into water or collected on point for subsequent recovery.	<u>Equipment</u> 1 5 1,200l to 4,000lps units with hose and spray wand 1 2 100 ft containment booms per unit 1 oil recovery device per unit <u>Personnel</u> 2 4 workers per unit	<ul style="list-style-type: none"> Bedrock, man made structures, and grave substrates When low pressure flushing is not effective Directed water jet can remove oil from hard to reach sites 	<ul style="list-style-type: none"> Will remove most organisms if present Can damage surface being cleaned Can affect clean downgradient or nearby areas
In Situ				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the water line adjacent to heavily oiled areas to contain and recover oil as it reaches from the sediments.	<u>Equipment</u> 1,000 2,000 ft sorbent/snare boom 200 400 stakes or anchor systems <u>Personnel</u> 4 10 workers	<ul style="list-style-type: none"> All shoreline types Can move oil Slow removal process 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time
9. Sediment Turning	Mechanical equipment or hand tools are used to tightly to moderately oiled surface sediments to maximize natural degradation processes.	<u>Equipment</u> 1 tractor fitted with tines, dicer, ripper blades, etc. or 1 4 rotators or 1 set of hand tools <u>Personnel</u> 2 10 workers	<ul style="list-style-type: none"> Any sedimentary substrate that can support heavy equipment Sand and grave beaches with subsurface oil Where sediment is stained or tightly oiled Where oil is stranded above normal high water line 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time Disturbs surface sediments and organisms

**FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES,
CONTINUED**

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
10. In Situ Boremed at on (SECTION 6.4)	Fertilizer is applied to lightly to moderately oiled areas to enhance microbial growth and subsequent biodegradation of oil.	<u>Equipment</u> 1 2 fertilizer applicators 1 tilling device if required <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> Any shoreline habitat type where nutrients are deficient. Moderate to heavily oiled substrates. After other techniques have been used to remove free product on lightly oiled shorelines. Where other techniques are destructive or ineffective. 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time. Can disturb surface sediments and organisms.
11. Log/Debris Burning	Oiled logs, driftwood, vegetation, and debris are burned to minimize material handling and disposal requirements. Material should be stacked in piles and fans used to ensure a hot, clean burn.	<u>Equipment</u> 1 set of fire control equipment 2-4 fans 1 supply of combustion promoter <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> On most habitats except dry muddy substrates where heat may impact the biogenic productivity of the habitat. Where heavily oiled items are difficult or impossible to move. Many potential applications on ice. 	<ul style="list-style-type: none"> Heat may impact local near surface organisms. Substantial smoke may be generated. Heat may impact adjacent vegetation.
12. Natural Recovery	No actions taken and oils allowed to degrade naturally.	None required	<ul style="list-style-type: none"> All habitat types. When natural removal rates are fast. Degree of oil slick. Access is severely restricted or dangerous to cleanup crews. When cleanup actions will do more harm than natural removal. 	<ul style="list-style-type: none"> Oil may persist for significant periods of time. Remobilized oil or sheens may impact other areas. Higher probability of impacting wildlife.
13. Dispersants (use of dispersants requires Federal or State approval) (SECTION 6.4)	Dispersants are used to reduce the oil/water interfacial tension thereby decreasing the energy needed for the slick to break into smaller particles and mix into the water column. Specifically formulated products containing surface active agents are sprayed from aircraft or boats onto the slick.	Dispersants Boat or aircraft	<ul style="list-style-type: none"> Water bodies with sufficient depth and volume for mixing and dilution. When the impact of the floating oil has been determined to be greater than the impact of dispersed oil on the water column community. 	<ul style="list-style-type: none"> Use in shallow water could affect benthic resources. May adversely impact organisms in the upper 30 feet of the water column. Some water surface and shoreline impacts could occur.
1 Per 1000 feet of shoreline or oiled area				

Cleanup methods are provided in the appropriate Area Contingency Plan (ACP), NOAA's "Shoreline Assessment Manual," and NOAA's "Options for Minimizing Environmental Impacts of Freshwater Spill Response." (See <http://response.restoration.noaa.gov> for the latter two).

6.4 ALTERNATIVE RESPONSE STRATEGIES

Non-mechanical methods for cleanup operations could involve the use of various "alternative response strategies." When any non-traditional cleanup method is considered, extensive evaluation and planning are required before implementation.

6.4.1 Dispersants

While physical removal is the most common method used to eliminate spilled oil from the environment, mechanical removal may be limited by equipment capability, weather, sea conditions, and spill magnitude. An alternative response strategy for reducing the impact of an oil spill is to disperse the oil into the water by breaking it into small droplets and suspending them in the water. This process occurs naturally very slowly but can be accelerated by the application of a dispersant.

The Company will not use dispersants without the concurrence of the Federal On-Scene Coordinator (FOSC). Additionally, dispersants will not be used without concurrence of the EPA and the state with jurisdiction over the affected waters. If the Company decides to use dispersants, an application will be made in accordance with the National Contingency Plan (NCP) and applicable Area Contingency Plan (ACP).

The Figures listed below are intended to assist the company gather information required by the Regional Response Team (RRT) in their decision making process, hereafter Expedited Approval Process (EAP), relative to the potential use of chemical dispersants on oil spills in, or threatening near shore environments (NSE).

Region V:

- **FIGURE 6.4-1** - Chemical Use Checklist

Region VI:

- **FIGURE 6.4-2** - NSE EAP Initial Call Checklist
- **FIGURE 6.4-3** - NSE-EAP Minimum Criteria Checklist
- **FIGURE 6.4-4** - RRT NSA-EAP Decision Checklist

Region VII:

- After a review of the Region VII Integrated Contingency Plan (ICP), no dispersant application form was found. The Company will complete any necessary forms provided by state or federal agencies.

6.4.2 In Situ Burn

In situ burning has been successfully used as a viable technique for mitigating oil spills. This is especially true of areas that have mostly grassy vegetation with little or no woody vegetation. In a grassy marshland environment, in situ burning may produce less long-term damage to the environment than traditional mechanical cleanup methods.

The Company will not use in situ burning without the concurrence of the FOSC and the RRT. The figure and table listed below include information to assist the Company in submitting and obtaining federal and state permission to use alternative response strategies or an expedited decision on the use of in situ burning based on RRT guidelines.

- **FIGURE 6.4-5** - In Situ Burn, Decision Tree
- **FIGURE 6.4-6** - Oil Spill Response Application/Checklist: In-Situ Burning

6.4.2 In Situ Burn, Continued

If the Company decides to seek approval for in situ burning in Coastal Wetlands within Region VI, the Figure below includes information for requesting inshore/near-shore approval for in situ burning based on the 2013 Texas Oil Spill Planning and Response Toolkit and the RRT VI Guidelines for Inshore/Near-shore In-Situ Burn.

The Company will not use in situ burning without the concurrence of the FOSC and the RRT. The figure and table listed below include information to assist the Company in submitting and obtaining federal and state permission to use alternative response strategies or an expedited decision on the use of in situ burning based on RRT guidelines.

- **FIGURE 6.4-7** - RRT Oil Spill Response Checklist for Coastal Wetland In-Situ Burn

6.4.3 Bioremediation

Biodegradation is a natural process by which microorganisms, in the presence of nutrients and oxygen chemically break down hydrocarbons and other substances and produce by-products, including carbon dioxide, water, biomass, and partially oxidized products.

Bioremediation is conducted as a means of accelerating the natural biodegradation by stimulating the growth and activity of microorganisms, such as bacteria and fungi that naturally feed on hydrocarbons.

The Company will not use bioremediation without the concurrence of the FOSC. If the Company decides to use bioremediation, an application will be made in accordance with the NCP and applicable ACP.

FIGURE 6.4-1 - REGION V - CHEMICAL USE CHECKLIST

EPA Region V – Chemical Use - Responsibility Checklist																																																																	
Task	Responsibility																																																																
EPA (Environmental Protection Agency) / OSC (On-Scene Coordinator) / SSC (Scientific Support Coordinator) / USCG (U.S. Coast Guard)																																																																	
A. Compile Data																																																																	
1. Spill Data Circumstance Time/date of incident Location Type of oil product Volume of oil release Total potential of release Type of release (instantaneous, continuous, etc.)	OSC																																																																
2. Characteristics of Spilled Oil Specific gravity Viscosity	OSC																																																																
3. Weather and Water Conditions/Forecasts Air temperature Water conditions Water temperature Water depth	SSC																																																																
4. Oil Trajectory Information 48-hour surface oil trajectory forecast - Surface area of slick - Expected conditions of landfall 48-hour dispersed or chemically treated oil trajectory forecast - Oil movement in water column - Surface oil movement and expected landfall - Concentration of the dispersant/oil mixture in the water column	SSC																																																																
5. Chemical Characteristics and Application Equipment	OSC																																																																
<table border="1"> <thead> <tr> <th>Chemical Characteristics</th> <th>Product 1</th> <th>Product 2</th> </tr> </thead> <tbody> <tr><td>Chemical Name</td><td></td><td></td></tr> <tr><td>Trade Name</td><td></td><td></td></tr> <tr><td>Manufacturer</td><td></td><td></td></tr> <tr><td>When Available</td><td></td><td></td></tr> <tr><td>Location</td><td></td><td></td></tr> <tr><td>Characteristics:</td><td></td><td></td></tr> <tr><td> Toxicity</td><td></td><td></td></tr> <tr><td> Effectiveness</td><td></td><td></td></tr> <tr><td> Reactions</td><td></td><td></td></tr> <tr><td> Applicability</td><td></td><td></td></tr> <tr><td> Flashpoint</td><td></td><td></td></tr> <tr><td>Amount Available</td><td></td><td></td></tr> <tr><td>Type of Containers</td><td></td><td></td></tr> <tr><td>Application Methods</td><td></td><td></td></tr> <tr><td>Benefits to Problem (e.g., reduce vapor, increase viscosity)</td><td></td><td></td></tr> <tr> <td>Transportation and Equipment</td> <td>Company 1</td> <td>Company 2</td> </tr> <tr><td>Name</td><td></td><td></td></tr> <tr><td>Location</td><td></td><td></td></tr> <tr><td>Equipment Available</td><td></td><td></td></tr> <tr><td>Transportation of Equipment</td><td></td><td></td></tr> </tbody> </table>	Chemical Characteristics	Product 1	Product 2	Chemical Name			Trade Name			Manufacturer			When Available			Location			Characteristics:			Toxicity			Effectiveness			Reactions			Applicability			Flashpoint			Amount Available			Type of Containers			Application Methods			Benefits to Problem (e.g., reduce vapor, increase viscosity)			Transportation and Equipment	Company 1	Company 2	Name			Location			Equipment Available			Transportation of Equipment				
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FIGURE 6.4-1 - REGION V - CHEMICAL USE CHECKLIST

EPA Region V – Chemical Use - Responsibility Checklist	
Task	Responsibility
<i>EPA (Environmental Protection Agency) OSC (On-Scene Coordinator) SSC (Scientific Support Coordinator) USCG (U.S. Coast Guard)</i>	
6. Comparison of the Effectiveness of Conventional Clean Methods vs. Use of Chemicals Containment at the source Burning Shoreline protection strategies Shoreline cleanup strategies Time necessary to execute response	US EPA, USCG, OSC, SSC, State(s)
7. Habitats and Resources at Risk Shoreline habitat type and area of impact Resources <ul style="list-style-type: none"> - Endangered/threatened species - Critical habitat for the above species - Waterfowl use - Shellfish - Finfish - Commercial use - Public use areas - Other resources of significance 	OSC, SSC
8. Other Users of the Water: Nearby and Downstream Water supply, potable Water supply, industrial	OSC
B. Recommendations	
1. Possible Options Do not use chemical Use chemicals on a trial basis Disperse or chemically treat to maximum extent possible with accepted methods on available equipment	US EPA, USCG, OSC, SSC, State(s)
2. Other Recommendations/Rationale	
C. Evaluation of Decision	
1. Will the application remove a significant amount of the slick from the surface of the water?	US EPA, USCG, OSC, SSC, State(s)
2. Can the extent or location of the impact to the shoreline be altered in a positive manner?	
3. Can the damage to endangered/threatened species, mammals, and waterfowl be lessened?	
4. Will the damage to habitats and resources resulting from the chemical use be less than those resulting without the use?	
5. If recreational, economic, and aesthetic considerations are a higher priority than natural resource considerations, what is the most effective means of their protection?	
D. Monitoring of Chemical Use	
1. Records Chemical brand Equipment and methods used in application Dilution of chemical prior to application, if any Rate of application Times and area of application Wind and wave conditions during application	OSC, State(s)

FIGURE 6.4-1 - REGION V - CHEMICAL USE CHECKLIST

EPA Region V – Chemical Use - Responsibility Checklist	
Task	Responsibility
<i>EPA (Environmental Protection Agency) / OSC (On-Scene Coordinator) / SSC (Scientific Support Coordinator) / USCG (U.S. Coast Guard)</i>	
2. Effectiveness – visual and photographic documentation Oil before and after chemical application Resurfacing of dispersed or chemically treated oil Sampling of the water beneath the oil slick and the oil/chemical combination to determine the level of the petroleum hydrocarbons in the water	
3. Environmental Impacts – visual and photographic surveys The extent of the impact to the shoreline by chemically treated and untreated oil Mortality of abnormal behavior of fish, birds, or mammals Comparison of shoreline areas impacted by oil and oil/chemical mixtures Analysis of oil concentrations in sediments under chemically treated oil Investigation of water column organisms for signs of adverse impact due to chemically treated oil Collection and analysis of birds affected by chemicals or oil/chemical mixtures	
4. Public Health Sampling water supplies for petroleum and chemical constituents	

FIGURE 6.4-2 - REGION VI - NSE EAP INITIAL CALL CHECKLIST

Region VI - NSE EAP Initial Call Checklist <i>(*Asterisk denotes required information)</i>									
Current Date: <i>(mm/dd/yyyy)</i>				Current Time: <i>(24-hr clock)</i>					
Person Completing Information :				Telephone #:					
Company Name:				Telephone #:					
Company Address:									
Company City:				State:		Zip:			
A. RELEASE INFORMATION									
*Date of Release: <i>(mm/dd/yyyy)</i>			*Time of Release: <i>(24-hr clock)</i>					CT	
*Location of Release:		Lat.		N		Long.		W	
Source of Release:				Has flow been stopped?			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Type of Oil:		Name:		Pour Point:		<input type="checkbox"/> °C <input type="checkbox"/> °F			
API Gravity:									
*Current Estimate of Amount Spilled:				<input type="checkbox"/> GAL <input type="checkbox"/> BBL <i>(42 GAL/BBL)</i>					
*Estimated Flow Rate if Continuous Flow:									
B. ON-SCENE WEATHER <i>(Note: if not available, contact SSC for weather.)</i>									
*Wind Direction: <i>(degrees)</i>				*Wind Speed: <i>(knots)</i>					
*Surface Current: <i>(direction toward, degrees)</i>				*Speed: <i>(knots)</i>					
*Visibility: <i>(nautical miles)</i>				*Ceiling: <i>(ft.)</i>					
*Sea State: <i>(wave height ft.)</i>									
C. DISPERSANT SPRAY OPERATION									
*Dispersant Spray Contractor:		Name:			*Telephone #:				
*Contractor Address:									
*Contractor City:				*State:		*Zip:			
*Dispersant Name:				*Quantity Available:					
*Platform:		Aircraft Type:		Boat Type:		Other:			
		<input type="checkbox"/> Multi-engine <input type="checkbox"/> Single-engine							
*Dispersant Load Capability: <i>(gal)</i>				*Proposed Time to Apply Dispersant: <i>(hours)</i>					
*Proposed time to First Drop of Dispersant <i>(hrs.)</i> :				*Initially proposed staging area: <i>(Location)</i>					

FIGURE 6.4-3 - REGION VI - NSE-EAP MINIMUM CRITERIA CHECKLIST

REGION VI - NSE-EAP Minimum Criteria Checklist				
<i>RRT (Regional Response Team) NSE(Near Shore Environment) EAP (Expedited Approval Process)</i>				
	Y	N	N/A	Minimum Criteria
1				Dispersability: Available technical information or experience suggests that the spilled product is dispersible and will still be dispersible in the time frame of anticipated application of dispersants.
2				NCP Listed Dispersant: The dispersant to be used is listed on the current NCP Product Schedule and is considered appropriate for the existing environmental and physical conditions.
3				Inadequacy of Other Options: Mechanical response equipment alone is not deemed adequate (either availability or timeliness) to protect potential resources at risk.
4				Dispersant Availability and Timeliness: Enough dispersant and application equipment is confirmed to be available to: Make a significant impact on the spilled product, and Be deployable within the proposed time frame.
5				Weather Conditions: Weather and sea conditions are conducive to dispersant application by the chosen system or platform. Generally, for aerial application: wind 25kts, visibility 3nm, and ceiling 1000' Generally, for boat application, a sea state that will allow the vessel to be used to conduct an effective and safe spray operation
6				PPE: Confirmed: Personal Protective Equipment for personnel on-site conforms to the appropriate dispersant's MSDS and safe industry practice.
7				General Adequacy of Dispersant Spray System and Personnel Competency: In addition to any other requirements of the RRT NSE-EAP, the general criteria for evaluating the suitability for use of any dispersant system should be the ability of the party or parties that are requesting approval to demonstrate to the satisfaction of the FOSC the following: That the application system has been: Specifically designed for its intended purpose, or If not specifically designed for dispersant use, has been used previously and was deemed to be effective and appropriate, and will be used again in a similar manner, or By some other specific means documentation or experience reasonably deemed to be effective and appropriate under the circumstances. That the design and operation of the application system can reasonably be expected to apply the chemical dispersant in a manner consistent with the dispersant manufacturer's recommendation, especially with regard to dosage rates and concentrations. That the operation will be supervised or coordinated by personnel who have experience, knowledge, specific training, and/or recognized competence with chemical dispersants and the type of system to be used.
8				Aerial Application Operational and Technical Issues: In the case of aerial application of dispersants: The FOSC has ensured that the RP's dispersant operation provides for a dispersant controller who is over the spray zone(s) in a separate aircraft from the dispersant aircraft. Confirm controller qualification. Confirm controller will be able to direct the dispersant aircraft in carrying out the near shore dispersant operation inclusive of avoiding the spraying of birds, marine mammals, and turtles that may be in the area. Confirm aircraft spray systems are capable of producing dispersant droplet sizes that provide optimal dispersant effectiveness (generally, 250-500 µm, but follow manufacturer and ASTM guidance).

FIGURE 6.4-3 - REGION VI - NSE-EAP MINIMUM CRITERIA CHECKLIST

REGION VI - NSE-EAP Minimum Criteria Checklist				
<i>RRT (Regional Response Team) NSE(Near Shore Environment) EAP (Expedited Approval Process)</i>				
	Y	N	N/A	Minimum Criteria
9				<p>Boat Application Operational Technical Issues: If the system involves spray arms or booms that extend out over the edge of a boat and have fan-type nozzles that spray a fixed pattern of dispersant, ensure the dispersant operator has confirmed that application will comply with the following ASTM standards as appropriate:</p> <p>ASTM F 1413-92 "Standard Guide for Oil Spill Dispersant Application Equipment: Boom and Nozzle Systems"</p> <p>ASTM F 1460-93 "Standard Practice for Calibrating Oil Spill Dispersant Application Equipment Boom and Nozzle Systems"</p> <p>ASTM F 1737-96 "Standard Guide for Use of Oil Spill Dispersant Application Equipment during Spill Response: Boom and Nozzle Systems"</p>
10				<p>Fire Monitor Operational and Technical Issues: If the system involves the use of a fire monitor and/or fire nozzle to apply the dispersants from a boat, verify the dispersant operator has confirmed that the application will comply with the following:</p> <p>A straight and narrow "fire stream" flow of dispersant directly into the oil is to be avoided. At such time, as applicable, ASTM standards are finalized, they should be complied with appropriately relative to the process and potential dispersant application described herein.</p> <p>The specific fire monitor system(s) intended for use must have been specifically designed for dispersant application and/or must have been specifically calibrated via field trial for dispersant use.</p>
11				<p>SMART Deployment: Confirm the FOSC has activated the Special Monitoring of Applied Response Technologies (SMART) Program monitoring team. Every attempt should be made to implement the on-water monitoring component of the SMART monitoring protocols in every dispersant application. At a minimum, Tier 1 (visual) monitoring must occur during any dispersant operations approved. Tier 2 or Tier 3 sampling may be required for reapplications.</p>
12				<p>SMART Controller/Observer: Confirm the SMART controller/observer plans to fly over the response zone to visually assess effectiveness of the dispersant applications, and to look out for marine animals.</p>
13				<p>DOI / DOC Representative: Request that the DOI/DOC provides a specialist in aerial surveying of marine mammals/turtles and pelagic/migratory birds to accompany the SMART controller/observer.</p>
14				<p>ESA and EFH Consultations: Confirm RRT representatives of DOI and DOC were notified. If listed species and/or critical habitats are present in the area, or could be present in the area, ensure emergency consultation has been initiated.</p> <p>If applicable, confirm FWS and NMFS representatives have provided recommendations to avoid and/or minimize impacts to listed species and/or critical habitats, and have advised the FOSC whether incidental tasks related to response actions are anticipated.</p>

FIGURE 6.4-4 - REGION VI - RRT NSA-EAP DECISION CHECKLIST

Region VI - RRT NSE-EAP Decision Checklist		
<i>RAR (Resources at Risk) NOAA (National Oceanic and Atmospheric Administration) SSC (Scientific Support Coordinator) RP (Responsible Party)</i>		
	Question	Response
1	Aquatic RAR: What are the specific aquatic resources deemed to be at risk from the non-chemically dispersed spilled product?	
2	Terrestrial RAR: What are the specific terrestrial resources deemed to be at risk from the shoreline impact of the non-chemically dispersed spilled product?	
3	Time to RAR Impact: What is the estimated time of impact to the resources identified in 1 & 2 above? <i>Note: The NOAA SSC should be contacted for trajectory and environmental fate analysis.</i>	
4	Leading Edge Location: What is the estimated location of the leading edge of the spill at the proposed time of the first dispersant application? (<i>Lat./Long. proximity to shore</i>) <i>Note: Coordinate with the NOAA SSC, the RP, or other information sources to estimate the location of the leading edge of the spill at the proposed time of the first application of dispersants.</i>	
5	Environmental Benefit /Trade Offs: Does it appear that dispersants can be applied at this location in a manner that will likely achieve the desired environmental benefit for the identified RARs? Are there any specifically known resources in the area targeted for dispersant use that might be negatively impacted by application of chemical dispersants? If Yes , what are the known resources, and is the negative impact to these resources anticipated to be great enough to offset the benefit to the resources identified in 1 & 2 above? Are there ways to avoid or minimize adverse effects to known resources (e.g., observers watching for marine wildlife); if so, list:	
6	Shoreline Avoidance: Given an assessment of the following items for this case, what is the proposed minimum allowable proximity to the shoreline of the dispersant platform while spraying? Factors to consider , including, but not necessarily limited to: Wind speed and direction Accuracy of spray Shoreline use or resources at risk from overspray Type and geometry of shoreline Anticipated proximity of oil to shoreline	

FIGURE 6.4-5 - IN SITU BURN, DECISION TREE

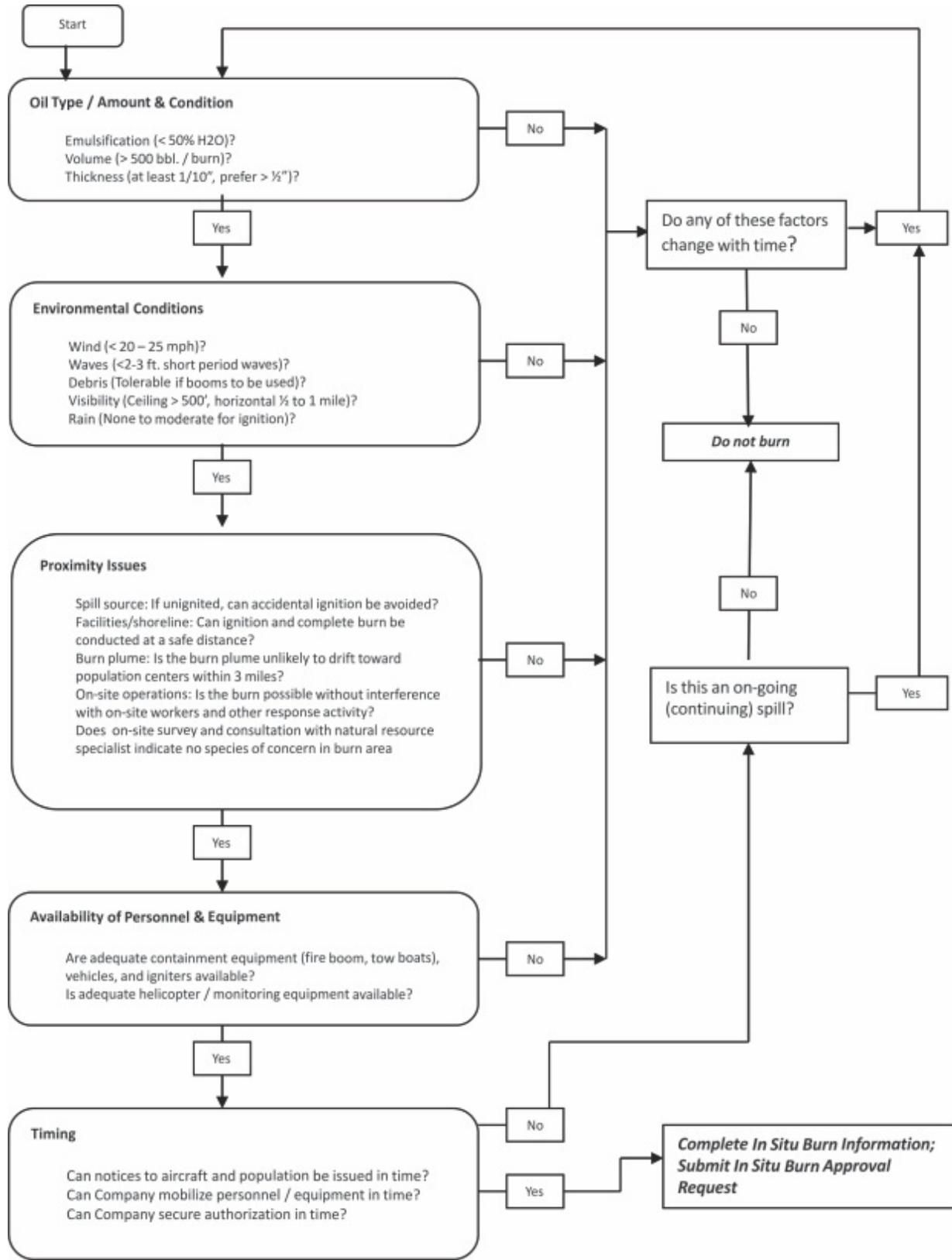


FIGURE 6.4-6 - OIL SPILL RESPONSE APPLICATION/CHECKLIST: IN-SITU BURNING

Oil Spill Response Application / Checklist: In-Situ Burning					
A. SPILL DATA					
1. Name of Incident:					
2. Date / Time of Incident:	Date: (mm/dd/yyyy)		Time: (24-hr clock)		
3. Incident Source:					
4. Spill Location:	Lat.		Long.		
5. Distance/Direction to Nearest Residence or Business:					
6. Product Type Released:					
7. Will product(s) ignite?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8. Product(s) emulsify easily?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9. Product already emulsified?	<input type="checkbox"/> Yes; <input type="checkbox"/> Heavy <input type="checkbox"/> Moderate <input type="checkbox"/> Light; <input type="checkbox"/> No				
10. Estimated Volume of Product Released:		GAL/BBL			
11. Has release been stopped?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10. Estimated Area of Spill:		Surface Area		Sq. Miles	
		Surface Area		Sq. Miles	
		Surface Area		Sq. Miles	
B. WEATHER AND WATER CONDITIONS AT TIME OF THE BURN					
1. Temperature:	Air: (deg F)		Water: (deg F)		
2. Weather:	<input type="checkbox"/> Clear <input type="checkbox"/> Partly Cloudy <input type="checkbox"/> Heavy Overcast				
Rain:	<input type="checkbox"/> Heavy <input type="checkbox"/> Moderate <input type="checkbox"/> Light				
Fog:	<input type="checkbox"/> Heavy <input type="checkbox"/> Moderate <input type="checkbox"/> Light				
For inland water or open water in situ burning, as applicable					
3. Tidal Condition:	<input type="checkbox"/> Slack Tide <input type="checkbox"/> Flood <input type="checkbox"/> Ebb				
4. Dominant Surface Current (net drift):		Speed (knots):		Direction to (true compass heading):	
5. Wind Speed (knots) :		Wind direction from:			
6. Expected Transition Time Between On-shore & Off-shore Breeze:					
7. Sea State:	<input type="checkbox"/> Flat Calm <input type="checkbox"/> Light Wind-Chop		Wind-Waves: <input type="checkbox"/> <1 ft. <input type="checkbox"/> 1-3 ft. <input type="checkbox"/> >3 ft.		
	Swell (estimated height in ft.):				
8. Water Depth (in ft.):					
9. Other Considerations:					
General Visibility					
Rip Tides/Eddies					
Floating Debris					
Submerged Hazards					

FIGURE 6.4-6 - OIL SPILL RESPONSE APPLICATION/CHECKLIST: IN-SITU BURNING

Oil Spill Response Application / Checklist: In-Situ Burning		
C. PROPOSED BURNING PLAN		
1. Location of Proposed Burn with respect to Spill Source:		
2. <i>If over water</i> , Location of Proposed Burn with respect to Nearest Land:		
3. Location of Proposed Burn with respect to Commercial Activity, Infrastructure, Drill Rigs, or Industrial Facilities:		
4. Risk of Accidental (Secondary) Fires:		
5. Risk of Reducing Visibility at Nearby Airstrip(s) or Airport(s):		
6. Distance to, Location, and Type of Nearest Population Center(s) (e.g., Recreational Site, Town, City, etc.):		
7. Methods that will be used (prior to ignition) to Notify Residents in areas where smoke could conceivably drift into or over such areas:		
8. Type of Igniter proposed for use:		
9. Helicopter(s) needed to deploy Igniters?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, continue with #10 below.</i>	
Helicopter Company Name:		
Type of Helicopter to be used:		
FAA approval already granted to Company for use of igniter:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Awaiting FAA Approval or Verification of prior approval:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Burning or Wicking Agents proposed for use?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, list type and amount:</i>	
11. Describe Method for Containment, if any:		
12. Proposed Burning Strategy:		
13. Estimated Amount of Oil to be Burned:		
14. Estimated Duration of each Burn:	Total Possible Burn Period (if multiple burns):	
15. Estimated Smoke Plume Trajectory:		
16. Method for Collecting Burned Oil Residue:		
17. Proposed Storage & Disposal of Burned Oil Residue Strategy:		
D. RESOURCES AT RISK		
1. Habitats:		
2. Biological Resources:	Are concentrations of birds, marine mammals, or turtles noted in the burn area? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Endangered/Threatened Species? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Historic and Archaeological Resources?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Commercial Harvest Areas:	<input type="checkbox"/> Yes <input type="checkbox"/> No	

FIGURE 6.4-6 - OIL SPILL RESPONSE APPLICATION/CHECKLIST: IN-SITU BURNING

Oil Spill Response Application / Checklist: In-Situ Burning	
<i>E. EVALUATION OF RESPONSE OPTIONS</i>	
1. Is in situ burning likely to result in the elimination of Significant Volumes of Spilled Oil?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will the use of in situ burning interfere with (or in any way reduce the effectiveness of) mechanical recovery and/or dispersant application?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If Yes</i> , do the potential benefits of burning outweigh the potential reduction in effectiveness of mechanical/dispersant use?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Can in situ burning be used safely, and with an anticipated overall reduction in environmental impact (compared with the decision not to burn)?	<input type="checkbox"/> Yes <input type="checkbox"/> No

FIGURE 6.4-7 - REGION VI - RRT OIL SPILL RESPONSE CHECKLIST FOR COASTAL WETLAND IN-SITU BURN

Region VI – RRT Oil Spill Response Checklist for Coastal Wetland In-Situ Burn			
This information may be completed by the RP with input from the SSC			
<i>RP (Responsible Party) RRT (Regional Response Team) SSC (Scientific Support Coordinator)</i>			
Name of Incident:			
Date / Time of Incident	Date: (mm/dd/yyyy)		Time: (24-hr clock)
Name of Product Spilled (specify gravity, API or MSDS attached if available):			
Total Volume of Oil Spilled:			
Total Volume of Oil to be Burned:			
Oil Thickness Over Water:			
Wetland Type (e.g., salt marsh) and Dominant Plant Species:			
Description of Incident:			
Description and Size of Area to be Burned (include location of proposed burn with respect to spill source, an attached sketch, survey, or picture of area would be helpful):			
Environmental Concerns and Recommendations (include environmental trade-offs, water depth in marsh, past management practices, possible impending weather, presence of wildlife, alternate or additional clean-up methods):			
Local Air Quality Personnel Notified:	Name:		Telephone #:
Landowner Notified:	Name:		Telephone #:
Distance to Nearest Population Center:			
Environmental Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Site Safety Plan Review	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Present and Forecasted Weather:			
Status of Spill Source:			
Description of Operations (include how the fire will be contained, controlled, and ignited):			
Method to Recover Burn Residue:			
Monitoring to be Performed:			

6.5 WILDLIFE PROTECTION AND REHABILITATION

- The Company will support wildlife protection and rehabilitation efforts during the response but will not typically directly manage these efforts.
- Domestic Animal Specialists such as veterinarians may be utilized to rescue or clean oiled animals such as livestock, dogs, horses, etc. **FIGURE 3.1-7**, Additional Resources and Telephone Numbers.
- Company personnel will not attempt to rescue or clean affected wildlife, because such actions may cause harm to the individuals or may place the animals at further risk.
- Federal and state agencies responsible for wildlife capture and rehabilitation will typically coordinate capturing and rehabilitating oiled wildlife; a list of these agencies are included in **FIGURE 3.1-5**.
- Wildlife rehabilitation specialists may be utilized to assist in capturing and rehabilitating oiled wildlife as well as deterring unaffected animals away from the spill site. **FIGURE 3.1-7**, Additional Resources and Telephone Numbers.

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Bat, Rafinesque's Big-eared	<i>Corynorhinus rafinesquii</i>	roosts in cavity trees of bottom and hardwoods, concrete culverts, and abandoned man-made structures	T (State)	Texas	Hardin County
Bat, Rafinesque's Big-eared	<i>Corynorhinus rafinesquii</i>	roosts in cavity trees of bottom and hardwoods, concrete culverts, and abandoned man-made structures	T (State)	Texas	Jefferson County
Bat, Rafinesque's Big-eared	<i>Corynorhinus rafinesquii</i>	roosts in cavity trees of bottom and hardwoods, concrete culverts, and abandoned man-made structures	T (State)	Texas	Liberty County
Bat, Rafinesque's Big-eared	<i>Corynorhinus rafinesquii</i>	roosts in cavity trees of bottom and hardwoods, concrete culverts, and abandoned man-made structures	T (State)	Texas	Orange County
Bat, Rafinesque's Big-eared	<i>Corynorhinus rafinesquii</i>	roosts in cavity trees of bottom and hardwoods, concrete culverts, and abandoned man-made structures	T (State)	Texas	Harris County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Bat, Southeastern Myotis	<i>Myotis austroriparius</i>	roosts in cavity trees of bottomland hardwoods, concrete culverts, and abandoned man-made structures		Texas	Orange County
Bat, Southeastern Myotis	<i>Myotis austroriparius</i>	roosts in cavity trees of bottomland hardwoods, concrete culverts, and abandoned man-made structures		Texas	Hardin County
Bat, Southeastern Myotis	<i>Myotis austroriparius</i>	roosts in cavity trees of bottomland hardwoods, concrete culverts, and abandoned man-made structures		Texas	Harris County
Bat, Southeastern Myotis	<i>Myotis austroriparius</i>	roosts in cavity trees of bottomland hardwoods, concrete culverts, and abandoned man-made structures		Texas	Jefferson County
Bat, Southeastern Myotis	<i>Myotis austroriparius</i>	roosts in cavity trees of bottomland hardwoods, concrete culverts, and abandoned man-made structures		Texas	Liberty County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Bat, Southeastern Myotis	<i>Myotis austroriparius</i>	roosts in cavity trees of bottomland hardwoods, concrete culverts, and abandoned man-made structures		Texas	Chambers County
Bear, Black	<i>Ursus americanus</i>	bottomland hardwoods and large tracts of inaccessible forested areas; due to fed characteristics similar to Louisiana Black Bear (LT, T), treat as east Texas black bears as federal and state listed Threatened	T (Federal by Sm arty of Appearance); Not Federal y Listed; T (State)	Texas	Jefferson County
Bear, Black	<i>Ursus americanus</i>	bottomland hardwoods and large tracts of inaccessible forested areas; due to fed characteristics similar to Louisiana Black Bear (LT, T), treat as east Texas black bears as federal and state listed Threatened	T (Federal by Sm arty of Appearance); Not Federal y Listed; T (State)	Texas	Liberty County
Bear, Black	<i>Ursus americanus</i>	bottomland hardwoods and large tracts of inaccessible forested areas; due to fed characteristics similar to Louisiana Black Bear (LT, T), treat as east Texas black bears as federal and state listed Threatened	T/SA/NL (Federal) T (State)	Texas	Orange County
Bear, Black	<i>Ursus americanus</i>	bottomland hardwoods and large tracts of inaccessible forested areas; due to fed characteristics similar to Louisiana Black Bear (LT, T), treat as east Texas black bears as federal and state listed Threatened	T (Federal by Sm arty of Appearance); Not Federal y Listed; T (State)	Texas	Hardin County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possibly transient; bottomland hardwoods and large tracts of non-forested areas	T	Texas	Liberty County
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possibly transient; bottomland hardwoods and large tracts of non-forested areas	T	Texas	Chambers County
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possibly transient; bottomland hardwoods and large tracts of non-forested areas	T	Texas	Jefferson County
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possibly transient; bottomland hardwoods and large tracts of non-forested areas	LT (Federal) T (State)	Texas	Orange County
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possibly transient; bottomland hardwoods and large tracts of non-forested areas	LT (Federal) T (State)	Texas	Victoria

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possible as transient; bottomland hardwoods and large tracts of previously forested areas	T	Texas	Harris County
Bear, Louisiana Black	<i>Ursus americanus luteolus</i>	possible as transient; bottomland hardwoods and large tracts of previously forested areas	T	Texas	Harris County
Broomweed, Threeflower	<i>Thurovia triflora</i>	Texas endemic; near coastal sparse, low vegetation on a veneer of light colored silt or fine sand over sandstone clay along drier upper margins of ecotone between sandy prairies and t d flats; further inland associated with vegetated slick spots on prairie mounds; flowering September-November		Texas	Harris County
Chicken, Attwater's Greater Prairie	<i>Tympanuchus cupido attwateri</i>	this county within historic range; endemic; open prairies of mostly thick grass one to three feet tall; from near sea level to 200 feet along coastal plain on upper two-thirds of Texas coast; makes formal communal display flocks during late winter-early spring; booming grounds important; breeding February-July	LE (Federal) E (State)	Texas	Victoria
Chubsucker, Creek	<i>Erimyzon oblongus</i>	tributaries of the Red, Sabine, Neches, Trinity, and San Jacinto rivers; small rivers and creeks of various types; seldom in impoundments; prefers headwaters, but seldom occurs in springs; young typically in headwater rivulets or marshes; spawns in river mouths or pools, riffles, takeoutlets, upstream creeks	T (State)	Texas	Harris County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Chubsucker, Creek	<i>Erimyzon oblongus</i>	tributaries of the Red, Sabine, Neches, Trinity, and San Jacinto rivers; small rivers and creeks of various types; seldom in impoundments; prefers headwaters, but seldom occurs in springs; young typically in headwater rivulets or marshes; spawns in river mouths or pools, riffles, lake outlets, upstream creeks	T (State)	Texas	Liberty County
Chubsucker, Creek	<i>Erimyzon oblongus</i>	tributaries of the Red, Sabine, Neches, Trinity, and San Jacinto rivers; small rivers and creeks of various types; seldom in impoundments; prefers headwaters, but seldom occurs in springs; young typically in headwater rivulets or marshes; spawns in river mouths or pools, riffles, lake outlets, upstream creeks	T (State)	Texas	Hardin County
Cubta, Gulf Coast	<i>Gomphus modestus</i>	medium river, moderate gradient, and streams with silty sand or rocky bottoms; adults forage in trees, males perch near riffles to wait for females, larvae overwinter; flight season late April - late June		Texas	Liberty County
Coat, White-nosed	<i>Nasua narica</i>	woodlands, riparian corridors and canyons; most individuals in Texas probably transients from Mexico; diurnal and crepuscular; very sociable; forages on ground and in trees; omnivorous; may be susceptible to hunting, trapping, and pet trade	T (State)	Texas	Victoria
Crane, Whooping	<i>Grus americana</i>	potentially migrant via pans throughout most of state to coast; winters in coastal marshes of Aransas, Calhoun, and Refugio counties	E	Texas	Harris County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Crane, Whopping	<i>Grus americana</i>	potent a migrant v a p ans throughout most of state to coast; wnters n coasta marshes of Aransas, Ca houn, and Refug o count es	LE (Federa) E (State)	Texas	Vctor a
Creepers (squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud n flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Vctor a
Creepers (squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud n flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Orange County
Creepers (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud n flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Hardin County
Creepers (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud n flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Jefferson County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Creeper (Squawfoot)	<i>Strophitus undulatus</i>	small to large streams, prefers gravel or gravel and mud in flowing water; Colorado, Guadalupe, San Antonio, Neches (historic), and Trinity (historic) River basins		Texas	Liberty County
Daisy, Houston	<i>Rayjacksonia aurea</i>	Texas endemic; on and around naturally barren or sparsely vegetated saline slick spots or pimple mounds on coastal prairies, usually on sandy to sandy loams, occasionally in pastures and on roadsides in marsh types where mowing may minimize natural prairie disturbance regimes; flowering late September-November (-December)		Texas	Harris County
Darter, Western Sand	<i>Ammocrypta clara</i>	Red and Sabine River basins; clear to slightly turbid water of medium to large rivers that have moderate to swift currents, primarily over extensive areas of sandy substrate		Texas	Hardin County
Dawn, Texas Prairie	<i>Hymenoxys texana</i>	Texas endemic; in poorly drained, sparsely vegetated areas (slick spots) at the base of mima mounds in open grassland or a most barren areas on slightly saline soils that are sticky when wet and powdery when dry; flowering late February-early April	E	Texas	Harris County
Dragon, Long-sepal ed fase	<i>Physostegia longisepala</i>	elevated open areas on poorly drained, acid soils on level terrain over Beaumont, Deweyville, and Montgomery formations; probably originally found in fire-maintained wetland prairie savannas or in the transition zone between such prairies and adjacent coastal prairies, now found primarily in secondary habitats, such as wet borrow ditches along roadsides and moist areas in human-made clearings in pine woodlands; flowering early May-early July		Texas	Orange County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Dragon-head, Long-sepa ed Fase	<i>Physostegia longisepala</i>	re at ve y open areas on poor y dra ned, ac d oams on eve terra n over Beaumont, Deweyv e, and Montgomery format ons; probab y or gna y found n fre-ma nta ned wet and pne savannas or n the trans t on zone between such fatwoods and adjacent coasta prar es, now found pr mar y n secondary hab tats, such as wet borrow dtches a ong roads des and most areas n human-made ce ar ngs n pne wood and s; fower ng ear y May-ear y Ju y		Texas	Hard n County
Eage e, Ba d	<i>Haliaeetus leucocephalus</i>	found pr mar y near r vers and arge akes; nests n ta trees or on c ffs near water; communa y roosts, espec a y n w nter; hunts ve prey, scavenges, and prates food from other br ds	De sted (Federa) T (State)	Texas	Orange County
Eage e, Ba d	<i>Haliaeetus leucocephalus</i>	found pr mar y near r vers and arge akes; nests n ta trees or on c ffs near water; communa y roosts, espec a y n w nter; hunts ve prey, scavenges, and prates food from other br ds	De sted (Federa) T (State)	Texas	Vctor a
Eage e, Ba d	<i>Haliaeetus leucocephalus</i>	found pr mar y near r vers and arge akes; nests n ta trees or on c ffs near water; communa y roosts, espec a y n w nter; hunts ve prey, scavenges, and prates food from other br ds	De sted (Federa) T (State)	Texas	L berty County
Eage e, Ba d	<i>Haliaeetus leucocephalus</i>	found pr mar y near r vers and arge akes; nests n ta trees or on c ffs near water; communa y roosts, espec a y n w nter; hunts ve prey, scavenges, and prates food from other br ds	De sted (Federa) T (State)	Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Eagle, Bald	<i>Haliaeetus leucocephalus</i>	found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and preys on food from other birds	De stred (Federa) T (State)	Texas	Harris County
Eagle, Bald	<i>Haliaeetus leucocephalus</i>	found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and preys on food from other birds	De stred (Federa) T (State)	Texas	Hardin County
Eagle, Bald	<i>Haliaeetus leucocephalus</i>	found primarily near rivers and large lakes; nests in tall trees or on cliffs near water; communally roosts, especially in winter; hunts live prey, scavenges, and preys on food from other birds	De stred (Federa) T (State)	Texas	Jefferson County
Eel, American	<i>Anguilla rostrata</i>	coastal waterways below reservoirs to Gulf; spawns January to February in ocean, larvae move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, still waters, large streams, lakes; can travel over and in wet areas; males in brackish estuaries; detritivores widely, geographically, and seasonally		Texas	Chambers County
Eel, American	<i>Anguilla rostrata</i>	coastal waterways below reservoirs to Gulf; spawns January to February in ocean, larvae move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, still waters, large streams, lakes; can travel over and in wet areas; males in brackish estuaries; detritivores widely, geographically, and seasonally		Texas	Hardin County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Ee, Amer can	<i>Anguilla rostrata</i>	coasta waterways be ow reservoirs to gu f; spawns January to February n ocean, arva move to coasta waters, metamorphose, then fema es move nto freshwater; most aquat c hab tats wth access to ocean, muddy bottoms, st waters, arge streams, akes; can trave over and n wet areas; ma es n brack sh estuar es; det var es w de y, geograph ca y, and seasona y		Texas	Harr s County
Ee, Amer can	<i>Anguilla rostrata</i>	coasta waterways be ow reservoirs to gu f; spawns January to February n ocean, arva move to coasta waters, metamorphose, then fema es move nto freshwater; most aquat c hab tats wth access to ocean, muddy bottoms, st waters, arge streams, akes; can trave over and n wet areas; ma es n brack sh estuar es; det var es w de y, geograph ca y, and seasona y		Texas	Jefferson County
Ee, Amer can	<i>Anguilla rostrata</i>	coasta waterways be ow reservoirs to gu f; spawns January to February n ocean, arva move to coasta waters, metamorphose, then fema es move nto freshwater; most aquat c hab tats wth access to ocean, muddy bottoms, st waters, arge streams, akes; can trave over and n wet areas; ma es n brack sh estuar es; det var es w de y, geograph ca y, and seasona y		Texas	L berty County
Ee, Amer can	<i>Anguilla rostrata</i>	coasta waterways be ow reservoirs to gu f; spawns January to February n ocean, arva move to coasta waters, metamorphose, then fema es move nto freshwater; most aquat c hab tats wth access to ocean, muddy bottoms, st waters, arge streams, akes; can trave over and n wet areas; ma es n brack sh estuar es; det var es w de y, geograph ca y, and seasona y		Texas	Vctor a
		coasta waterways be ow reservoirs to gu f; spawns			

Ee, American	<i>Anguilla rostrata</i>	January to February in ocean, larva move to coastal waters, metamorphose, then females move into freshwater; most aquatic habitats with access to ocean, muddy bottoms, stream waters, large streams, lakes; can travel over and in wet areas; males in brackish estuaries; distribution widely, geographically, and seasonally	Texas	Orange County
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T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Egret, Reddish	<i>Egretta rufescens</i>	resident of the Texas Gulf Coast; brackish marshes and shallow salt ponds and tidal flats; nests on ground or in trees or bushes, on dry coastal sands in brushy thickets of yucca and prickly pear	T (State)	Texas	Victoria
Egret, Reddish	<i>Egretta rufescens</i>	resident of the Texas Gulf Coast; brackish marshes and shallow salt ponds and tidal flats; nests on ground or in trees or bushes, on dry coastal sands in brushy thickets of yucca and prickly pear	T (State)	Texas	Jefferson County
Egret, Reddish	<i>Egretta rufescens</i>	resident of the Texas Gulf Coast; brackish marshes and shallow salt ponds and tidal flats; nests on ground or in trees or bushes, on dry coastal sands in brushy thickets of yucca and prickly pear	T (State)	Texas	Chambers County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cypress; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrated along coast and barrier sands; owl-tide migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De listed (Federal) T (State)	Texas	Harris County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cypress; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrated along coast and barrier sands; owl-tide migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De listed (Federal) T (State)	Texas	Chambers County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, American Peregrine	<i>Plagiopus argentissimus</i>	year-round resident and local breeder in west Texas, nests in tall cypress; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	De st ed (Federa) T (State)	Texas	Hardin County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cypress; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	De st ed (Federa) T (State)	Texas	Jefferson County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cypress; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	De st ed (Federa) T (State)	Texas	Liberty County
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cypress; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	De st ed (Federa) T (State)	Texas	Victoria
Falcon, American Peregrine	<i>Falco peregrinus anatum</i>	year-round resident and local breeder in west Texas, nests in tall cypress; also, migrant across state from more northern breeding areas in US and Canada, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier islands; low-altitude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier islands.	De st ed (Federa) T (State)	Texas	Orange County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier sands; ow-titude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De st ed (Federa)	Texas	Orange County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier sands; ow-titude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De st ed (Federa)	Texas	Vctor a
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier sands; ow-titude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De st ed (Federa)	Texas	Chambers County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier sands; ow-titude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De st ed (Federa)	Texas	Hard n County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier sands; ow-titude migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De st ed (Federa)	Texas	Harr s County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier sands; owl-tide migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De listed (Federal)	Texas	Jefferson County
Falcon, Arctic Peregrine	<i>Falco peregrinus tundrius</i>	migrant throughout state from subspecies far northern breeding range, winters along coast and farther south; occupies wide range of habitats during migration, including urban, concentrations along coast and barrier sands; owl-tide migrant, stopovers at leading landscape edges such as lake shores, coastlines, and barrier sands.	De listed (Federal)	Texas	Liberty County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (<i>F. p. anatum</i>) is also a resident breeder in west Texas; the two subspecies listing statuses differ, <i>F.p. tundrius</i> is not listed in Texas; but because the subspecies are not easily distinguishable at a distance, references generally made only to the species level; see subspecies for habitat.	De listed (Federal) T (State)	Texas	Chambers County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (<i>F. p. anatum</i>) is also a resident breeder in west Texas; the two subspecies listing statuses differ, <i>F.p. tundrius</i> is not listed in Texas; but because the subspecies are not easily distinguishable at a distance, references generally made only to the species level; see subspecies for habitat.	De listed (Federal) T (State)	Texas	Hardin County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (<i>F. p. anatum</i>) is also a resident breeder in west Texas; the two subspecies listing statuses differ, <i>F.p. tundrius</i> is not listed in Texas; but because the subspecies are not easily distinguishable at a distance, references generally made only to the species level; see subspecies for habitat.	De listed (Federal) T (State)	Texas	Harris County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies nesting statuses differ, F.p. tundrus is no longer nested in Texas; but because the subspecies are not easily distinguishable at a distance, references generally made only to the species level; see subspecies for habitat.	De stnd (Federal) T (State)	Texas	Jefferson County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies nesting statuses differ, F.p. tundrus is no longer nested in Texas; but because the subspecies are not easily distinguishable at a distance, references generally made only to the species level; see subspecies for habitat.	De stnd (Federal) T (State)	Texas	Liberty County
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies nesting statuses differ, F.p. tundrus is no longer nested in Texas; but because the subspecies are not easily distinguishable at a distance, references generally made only to the species level; see subspecies for habitat.	De stnd (Federal) T (State)	Texas	Victoria
Falcon, Peregrine	<i>Falco peregrinus</i>	both subspecies migrate across the state from more northern breeding areas in US and Canada to winter along coast and farther south; subspecies (F. p. anatum) is also a resident breeder in west Texas; the two subspecies nesting statuses differ, F.p. tundrus is no longer nested in Texas; but because the subspecies are not easily distinguishable at a distance, references generally made only to the species level; see subspecies for habitat.	De stnd (Federal) T (State)	Texas	Orange County
Fawnfoot	<i>Truncilla donaciformis</i>	small and large rivers especially on sand, mud, rocky mud, and sand and gravel, also silt and cobble bottoms in stream to swiftly flowing waters; Red (historic), Cypress (historic), Sabine (historic), Neches, Trinity, and San Jacinto River basins.		Texas	Orange

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Fawnsfoot	<i>Truncilla donaciformis</i>	small and large rivers especially on sand, mud, rocky mud, and sand and gravel, as well as silt and cobble bottoms in slow to swift flowing waters; Red (historic), Cypress (historic), Sabine (historic), Neches, Trinity, and San Jacinto River basins.		Texas	Jefferson County
Fawnsfoot	<i>Truncilla donaciformis</i>	small and large rivers especially on sand, mud, rocky mud, and sand and gravel, as well as silt and cobble bottoms in slow to swift flowing waters; Red (historic), Cypress (historic), Sabine (historic), Neches, Trinity, and San Jacinto River basins.		Texas	Liberty County
Fawnsfoot	<i>Truncilla donaciformis</i>	small and large rivers especially on sand, mud, rocky mud, and sand and gravel, as well as silt and cobble bottoms in slow to swift flowing waters; Red (historic), Cypress (historic), Sabine (historic), Neches, Trinity, and San Jacinto River basins.		Texas	Hardin County
Frewhee, White	<i>Gaillardia aestivalis var winkleri</i>	Texas endemic; open pine-oak woodlands and fark berry sandhills in deep, loose, well-drained white sands; flowering late spring (May-June) and sporadically throughout early fall		Texas	Hardin County
Fly, Texas asaphomyid tabanid	<i>Asaphomyia texensis</i>	globally historic; adults of tabanid spp. found near slow-moving water; eggs and masses on eaves or other objects near or over water; larvae are aquatic and predaceous; females of tabanid spp. bite, while males chiefly feed on pollen and nectar; using sight, carbon dioxide, and odor for selection, tabanid spp. often wait in shady areas under bushes and trees for a host to happen by		Texas	Victoria

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Frog, Pg	<i>Lithobates grylio</i>	prefers permanent bodies of open water with emergent vegetation; active many at night; eats insects and crustaceans; mating and egg-laying March-September; male vocalization on a pig-like grunt		Texas	Orange County
Frog, Pg	<i>Lithobates grylio</i>	prefers permanent bodies of open water with emergent vegetation; active many at night; eats insects and crustaceans; mating and egg-laying March-September; male vocalization on a pig-like grunt		Texas	Hardin County
Frog, Pg	<i>Lithobates grylio</i>	prefers permanent bodies of open water with emergent vegetation; active many at night; eats insects and crustaceans; mating and egg-laying March-September; male vocalization on a pig-like grunt		Texas	Jefferson County
Gay-feather, Coastal	<i>Liatris bracteata</i>	Texas endemic; coastal prairie grasslands of various types, from sandy prairie on low-lying somewhat saline clay soils to upland prairie on nonsaline clayey to sandy soils; flowering in fall		Texas	Harris County
Hawk, White-tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub-ve oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparral; breeding March-May	T (State)	Texas	Harris County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Hawk, White-tailed	<i>Buteo albicaudatus</i>	near coast on prairies, cordgrass flats, and scrub-ve oak; further inland on prairies, mesquite and oak savannas, and mixed savanna-chaparra; breeding March-May	T (State)	Texas	Victoria
Heespotter, Texas	<i>Potamilus amphichaenus</i>	quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins	T (State)	Texas	Orange County
Heespotter, Texas	<i>Potamilus amphichaenus</i>	quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins	T (State)	Texas	Jefferson County
Heespotter, Texas	<i>Potamilus amphichaenus</i>	quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins	T (State)	Texas	Liberty County
Heespotter, Texas	<i>Potamilus amphichaenus</i>	quiet waters in mud or sand and also in reservoirs. Sabine, Neches, and Trinity River basins	T (State)	Texas	Hardin County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Hickorynut, Southern	<i>Obovaria jacksoniana</i>	medium sized gravel substrates with low to moderate current; Neches, Sabine, and Cypress river basins	T (State)	Texas	Orange County
Hickorynut, Southern	<i>Obovaria jacksoniana</i>	medium sized gravel substrates with low to moderate current; Neches, Sabine, and Cypress river basins	T (State)	Texas	Jefferson County
Hickorynut, Southern	<i>Obovaria jacksoniana</i>	medium sized gravel substrates with low to moderate current; Neches, Sabine, and Cypress river basins	T (State)	Texas	Hardin County
Ibs, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in burrbrushes or reeds, or on floating mats	T (State)	Texas	Orange County
Ibs, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, sloughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in burrbrushes or reeds, or on floating mats	T (State)	Texas	Victoria

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Ibs, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, soughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in burshes or reeds, or on floating mats	T (State)	Texas	Chambers County
Ibs, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, soughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in burshes or reeds, or on floating mats	T (State)	Texas	Hardin County
Ibs, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, soughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in burshes or reeds, or on floating mats	T (State)	Texas	Harris County
Ibs, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, soughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in burshes or reeds, or on floating mats	T (State)	Texas	Jefferson County
Ibs, White-faced	<i>Plegadis chihi</i>	prefers freshwater marshes, soughs, and irrigated rice fields, but will attend brackish and saltwater habitats; nests in marshes, in low trees, on the ground in burshes or reeds, or on floating mats	T (State)	Texas	Liberty County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Kte, Swallow-tailed	<i>Elanoides forficatus</i>	low and forested regions, especially swampy areas, ranging into open woodlands; marshes, along rivers, lakes, and ponds; nests high in tall trees in clearing or on forest woodland edge, usually in pine, cypress, or various deciduous trees	T (State)	Texas	Orange County
Kte, Swallow-tailed	<i>Elanoides forficatus</i>	low and forested regions, especially swampy areas, ranging into open woodlands; marshes, along rivers, lakes, and ponds; nests high in tall trees in clearing or on forest woodland edge, usually in pine, cypress, or various deciduous trees	T (State)	Texas	Chambers County
Kte, Swallow-tailed	<i>Elanoides forficatus</i>	low and forested regions, especially swampy areas, ranging into open woodlands; marshes, along rivers, lakes, and ponds; nests high in tall trees in clearing or on forest woodland edge, usually in pine, cypress, or various deciduous trees	T (State)	Texas	Hardin County
Kte, Swallow-tailed	<i>Elanoides forficatus</i>	low and forested regions, especially swampy areas, ranging into open woodlands; marshes, along rivers, lakes, and ponds; nests high in tall trees in clearing or on forest woodland edge, usually in pine, cypress, or various deciduous trees	T (State)	Texas	Jefferson County
Kte, Swallow-tailed	<i>Elanoides forficatus</i>	low and forested regions, especially swampy areas, ranging into open woodlands; marshes, along rivers, lakes, and ponds; nests high in tall trees in clearing or on forest woodland edge, usually in pine, cypress, or various deciduous trees	T (State)	Texas	Liberty County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Lizard, Texas horned	<i>Phrynosoma cornutum</i>	open, arid and sem-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when nocturnal; breeds March-September	T (State)	Texas	Victoria
Lizard, Texas horned	<i>Phrynosoma cornutum</i>	open, arid and sem-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when nocturnal; breeds March-September	T (State)	Texas	Orange County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and sem-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when nocturnal; breeds March-September	T (State)	Texas	Harris County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and sem-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when nocturnal; breeds March-September	T (State)	Texas	Jefferson County
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and sem-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when nocturnal; breeds March-September	T (State)	Texas	Liberty County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Lizard, Texas Horned	<i>Phrynosoma cornutum</i>	open, arid and sem-arid regions with sparse vegetation, including grass, cactus, scattered brush or scrubby trees; soil may vary in texture from sandy to rocky; burrows into soil, enters rodent burrows, or hides under rock when nocturnal; breeds March-September	T (State)	Texas	Chambers County
Mayfly	<i>Tortopus circumfluvius</i>	mayflies distinguished by aquatic larval stage; adult stage generally found in shoreline vegetation		Texas	Victoria
Meadow- rue, Texas	<i>Thalictrum texanum</i>	Texas endemic; mostly found in woodlands and woodland margins on soils with a surface layer of sandy loam, but it also occurs on prairie pimple mounds; both on uplands and creek terraces, but perhaps most common on caysan savannas; soils are very moist during its active growing season; flowering/fruitletting (January-)February-May, withering by midsummer, foliage reappears in late fall (November) and may persist through the winter		Texas	Harris County
Mussel, False speckle	<i>Quadrula mitchelli</i>	possibly extirpated in Texas; probably medium to large rivers; substrates varying from mud through mixtures of sand, gravel and cobble; one study indicated water levels were present at the site; Rio Grande, Brazos, Colorado, and Guadalupe (historic) river basins	T (State)	Texas	Victoria
Newt, Back- spotted	<i>Notophthalmus meridionalis</i>	Can be found in wet or sometimes wet areas, such as arroyos, canals, ditches, or even shallow depressions; aestivates in the ground during dry periods; Gulf Coast Panhandle south of the San Antonio River	T (State)	Texas	Victoria

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Orb, Go den	<i>Quadrula aurea</i>	sand and grave n some ocat ons and mud at others; found n ent c and ot c; Guada upe, San Antonio, Lower San Marcos, and Nueces R ver bas ns	Cand date for Federa L st ng, T (State)	Texas	Vctor a
Orch d, Chapman's	<i>Platanthera chapmanii</i>	n Texas, appears restr cted to wet and p ne savannas and savanna swaes n h s de seepage bogs, two very restr cted and dec n ng hab tats n the State; fower ng Ju y- August		Texas	Hard n County
Orch d, Chapman's	<i>Platanthera chapmanii</i>	n Texas, appears restr cted to wet and p ne savannas and savanna swaes n h s de seepage bogs, two very restr cted and dec n ng hab tats n the State; fower ng Ju y- August		Texas	Jefferson County
Orch d, Chapman's	<i>Platanthera chapmanii</i>	n Texas, appears restr cted to wet and p ne savannas and savanna swaes n h s de seepage bogs, two very restr cted and dec n ng hab tats n the State; fower ng Ju y- August		Texas	Orange County
Ow, Western Burrowing	<i>Athene cunicularia hypugaea</i>	open grass ands, espec a y pra re, pans, and savanna, somet mes n open areas such as vacant ots near human hab tat on or a rports; nests and roosts n abandoned burrows		Texas	Vctor a

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Padd ef sh	<i>Polyodon spathula</i>	prefers arge, free-f owng r vers, but w frequent mpoundments with access to spawnng s tes; spawns n fast, sha ow water over grave bars; arvae may drift from reservor to reservor	T (State)	Texas	L berty County
Padd ef sh	<i>Polyodon spathula</i>	prefers arge, free-f owng r vers, but w frequent mpoundments with access to spawnng s tes; spawns n fast, sha ow water over grave bars; arvae may drift from reservor to reservor	T (State)	Texas	Hard n County
Pe can, Brown	<i>Pelecanus occidentalis</i>	arge y coasta and near shore areas, where t roosts and nests on s ands and spo banks	De sted (Federa)	Texas	Vctor a
Pe can, Brown	<i>Pelecanus occidentalis</i>	arge y coasta and near shore areas, where t roosts and nests on s ands and spo banks	De sted (Federa)	Texas	Orange
Pe can, Brown	<i>Pelecanus occidentalis</i>	arge y coasta and near shore areas, where t roosts and nests on s ands and spo banks	De sted (Federa) E (State)	Texas	Jefferson County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pecan, Brown	<i>Pelecanus occidentalis</i>	large y coasta and near shore areas, where t roosts and nests on s ands and spo banks	De st ed (Federa) E (State)	Texas	Chambers County
Pecan, Brown	<i>Pelecanus occidentalis</i>	large y coasta and near shore areas, where t roosts and nests on s ands and spo banks	De st ed (Federa) E (State)	Texas	Harr s County
Phox, Texas Tra ng	<i>Phlox nivalis</i> ssp <i>texensis</i>	Texas endemic; re at ve y open fre-ma nta ned p ne or p ne-hardwood forests on so s with a deep, sandy surface ayer and c ayey subsurface ayers; fower ng ate March-ear y Apr (-May)	E	Texas	Hard n County
Pgtoe, Lou s ana	<i>Pleurobema riddellii</i>	streams and moderate-s ze r vers, usua y fow ng water on substrates of mud, sand, and grave ; not genera y known from mpoundments; Sab ne, Neches, and Tr nty (h stor c) R ver bas ns	T (State)	Texas	Hard n County
Pgtoe, Lou s ana	<i>Pleurobema riddellii</i>	streams and moderate-s ze r vers, usua y fow ng water on substrates of mud, sand, and grave ; not genera y known from mpoundments; Sab ne, Neches, and Tr nty (h stor c) R ver bas ns	T (State)	Texas	Harr s County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pgtoe, Louisiana	<i>Pleurobema riddellii</i>	streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	T (State)	Texas	Jefferson County
Pgtoe, Louisiana	<i>Pleurobema riddellii</i>	streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	T (State)	Texas	Liberty County
Pgtoe, Louisiana	<i>Pleurobema riddellii</i>	streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	T (State)	Texas	Chambers County
Pgtoe, Louisiana	<i>Pleurobema riddellii</i>	streams and moderate-size rivers, usually flowing water on substrates of mud, sand, and gravel; not generally known from impoundments; Sabine, Neches, and Trinity (historic) River basins	T (State)	Texas	Orange County
Pgtoe, Texas	<i>Fusconaia askewi</i>	rivers with mixed mud, sand, and fine gravel in protected areas associated with fallen trees or other structures; east Texas River basins, Sabine through Trinity rivers as well as San Jacinto River	T (State)	Texas	Hardin County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pgtoe, Texas	<i>Fusconaia askewi</i>	rivers with mixed mud, sand, and fine gravel in protected areas associated with fallen trees or other structures; east Texas River basins, Sabine through Trinity rivers as well as San Jacinto River	T (State)	Texas	Harris County
Pgtoe, Texas	<i>Fusconaia askewi</i>	rivers with mixed mud, sand, and fine gravel in protected areas associated with fallen trees or other structures; east Texas River basins, Sabine through Trinity rivers as well as San Jacinto River	T (State)	Texas	Jefferson County
Pgtoe, Texas	<i>Fusconaia askewi</i>	rivers with mixed mud, sand, and fine gravel in protected areas associated with fallen trees or other structures; east Texas River basins, Sabine through Trinity rivers as well as San Jacinto River	T (State)	Texas	Liberty County
Pgtoe, Texas	<i>Fusconaia askewi</i>	rivers with mixed mud, sand, and fine gravel in protected areas associated with fallen trees or other structures; east Texas River basins, Sabine through Trinity rivers as well as San Jacinto River	T (State)	Texas	Orange County
Pgtoe, Tange	<i>Fusconaia lananensis</i>	mixed mud, sand, and fine gravel substrates; Neches River basin in the Angelina branch and pass by Vage Creek	T (State)	Texas	Harrison County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pgtoe, Wabash	<i>Fusconaia flava</i>	creeks to large rivers on mud, sand, and gravel from a habitats except deep shifting sands; found in moderate to swift current velocities; east Texas River basins, Red through San Jacinto River basins; elsewhere occurs in reservoirs and lakes with no flow		Texas	Harris County
Pgtoe, Wabash	<i>Fusconaia flava</i>	creeks to large rivers on mud, sand, and gravel from a habitats except deep shifting sands; found in moderate to swift current velocities; east Texas River basins, Red through San Jacinto River basins; elsewhere occurs in reservoirs and lakes with no flow		Texas	Jefferson County
Pgtoe, Wabash	<i>Fusconaia flava</i>	creeks to large rivers on mud, sand, and gravel from a habitats except deep shifting sands; found in moderate to swift current velocities; east Texas River basins, Red through San Jacinto River basins; elsewhere occurs in reservoirs and lakes with no flow		Texas	Liberty County
Pgtoe, Wabash	<i>Fusconaia flava</i>	creeks to large rivers on mud, sand, and gravel from a habitats except deep shifting sands; found in moderate to swift current velocities; east Texas River basins, Red through San Jacinto River basins; elsewhere occurs in reservoirs and lakes with no flow		Texas	Orange County
Pgtoe, Wabash	<i>Fusconaia flava</i>	creeks to large rivers on mud, sand, and gravel from a habitats except deep shifting sands; found in moderate to swift current velocities; east Texas River basins, Red through San Jacinto River basins; elsewhere occurs in reservoirs and lakes with no flow		Texas	Hardin County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pmp eback, Texas	<i>Quadrula petrina</i>	mud, grave and sand substrates, generally in areas with slow flow rates; Colorado and Guadalupe river basins	Candidate for Federal Listing, T (State)	Texas	Victoria
Ppt, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Victoria
Ppt, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Hardin County
Ppt, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Harris County
Ppt, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Jefferson County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Ppt, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, durable migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Liberty County
Ppt, Sprague's	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, durable migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	Candidate for Federal Listing	Texas	Chambers County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (paved) fields; primarily insectivorous	Proposed Threatened (Federal)	Texas	Harris County
Plover, Mountain	<i>Charadrius montanus</i>	breeding: nests on high plains or shortgrass prairie, on ground in shallow depression; nonbreeding: shortgrass plains and bare, dirt (paved) fields; primarily insectivorous		Texas	Victoria
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bayside mud or salt flats	LT (Federal) T (State)	Texas	Orange County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bays of mud or sand flats	T	Texas	Liberty County
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bays of mud or sand flats	T	Texas	Chambers County
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bays of mud or sand flats	T	Texas	Hardin County
Plover, Piping	<i>Charadrius melodus</i>	wintering migrant along the Texas Gulf Coast; beaches and bays of mud or sand flats	T	Texas	Jefferson County
Plover, Snowy	<i>Charadrius alexandrinus</i>	formerly an uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pover, Snowy	<i>Charadrius alexandrinus</i>	formerly an uncommon breeder n the Panhandle; potent a migrant; winter along coast		Texas	Jefferson County
Pover, Snowy	<i>Charadrius alexandrinus</i>	formerly an uncommon breeder n the Panhandle; potent a migrant; winter along coast		Texas	Harris County
Pover, Southeastern Snowy	<i>Charadrius alexandrinus tenuirostris</i>	wintering migrant along the Texas Gulf Coast beaches and bays of mud or sand flats		Texas	Harris County
Pover, Southeastern Snowy	<i>Charadrius alexandrinus tenuirostris</i>	wintering migrant along the Texas Gulf Coast beaches and bays of mud or sand flats		Texas	Jefferson County
Pover, Southeastern Snowy	<i>Charadrius alexandrinus tenuirostris</i>	wintering migrant along the Texas Gulf Coast beaches and bays of mud or sand flats		Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Plover, Western Snowy	<i>Charadrius alexandrinus nivosus</i>	uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	Chambers County
Plover, Western Snowy	<i>Charadrius alexandrinus nivosus</i>	uncommon breeder in the Panhandle; potential migrant; winter along coast		Texas	Jefferson County
Pocketbook, Sandbank	<i>Lampsilis satura</i>	small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Su fur south through San Jacinto River basins; Neches River	T (State)	Texas	Orange County
Pocketbook, Sandbank	<i>Lampsilis satura</i>	small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Su fur south through San Jacinto River basins; Neches River	T (State)	Texas	Harrison County
Pocketbook, Sandbank	<i>Lampsilis satura</i>	small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Su fur south through San Jacinto River basins; Neches River	T (State)	Texas	Harris County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Pocketbook, Sandbank	<i>Lampsilis satura</i>	small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Sulfur south through San Jacinto River basins; Neches River	T (State)	Texas	Jefferson County
Pocketbook, Sandbank	<i>Lampsilis satura</i>	small to large rivers with moderate flows and swift current on gravel, gravel-sand, and sand bottoms; east Texas, Sulfur south through San Jacinto River basins; Neches River	T (State)	Texas	Liberty County
Rail, Back	<i>Laterallus jamaicensis</i>	salt, brackish, and freshwater marshes, pond borders, wet meadows, and grassy swamps; nests on or along edge of marsh, sometimes on damp ground, but usually on mat of previous year's dead grasses; nest usually hidden in marsh grass or at base of <i>Sarcocornia</i>		Texas	Harris County
Rail, Back	<i>Laterallus jamaicensis</i>	salt, brackish, and freshwater marshes, pond borders, wet meadows, and grassy swamps; nests on or along edge of marsh, sometimes on damp ground, but usually on mat of previous year's dead grasses; nest usually hidden in marsh grass or at base of <i>Sarcocornia</i>		Texas	Jefferson County
Rail, Back	<i>Laterallus jamaicensis</i>	salt, brackish, and freshwater marshes, pond borders, wet meadows, and grassy swamps; nests on or along edge of marsh, sometimes on damp ground, but usually on mat of previous year's dead grasses; nest usually hidden in marsh grass or at base of <i>Sarcocornia</i>		Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; mestone bluffs, sandy soil or back bay; prefers dense ground cover, .e. grapevines or palmetto	T (State)	Texas	Harris County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; mestone bluffs, sandy soil or back bay; prefers dense ground cover, .e. grapevines or palmetto	T (State)	Texas	Victoria
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; mestone bluffs, sandy soil or back bay; prefers dense ground cover, .e. grapevines or palmetto	T (State)	Texas	Jefferson County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; mestone bluffs, sandy soil or back bay; prefers dense ground cover, .e. grapevines or palmetto	T (State)	Texas	Orange County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; mestone bluffs, sandy soil or back bay; prefers dense ground cover, .e. grapevines or palmetto	T (State)	Texas	Harris County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; mestone bluffs, sandy soil or back bay; prefers dense ground cover, .e. grapevines or parrotto	T (State)	Texas	Liberty County
Rattlesnake, Timber/Canebrake	<i>Crotalus horridus</i>	swamps, floodplains, upland pine and deciduous woodlands, riparian zones, abandoned farmland; mestone bluffs, sandy soil or back bay; prefers dense ground cover, .e. grapevines or parrotto	T (State)	Texas	Hardin County
Sawfish, Smooth	<i>Pristis pectinata</i>	different life history stages have different patterns of habitat use; young found very close to shore in muddy and sandy bottoms, seldom descending to depths greater than 32 ft (10 m); sheltered bays, on shallow banks, and in estuaries or river mouths; adult sawfish are encountered in various habitat types (mangrove, reef, seagrass, and coral), in varying salinity regimes and temperatures, and at various water depths, feed on a variety of fish species and crustaceans	E	Texas	Harris County
Sawfish, Smooth	<i>Pristis pectinata</i>	different life history stages have different patterns of habitat use; young found very close to shore in muddy and sandy bottoms, seldom descending to depths greater than 32 ft (10 m); sheltered bays, on shallow banks, and in estuaries or river mouths; adult sawfish are encountered in various habitat types (mangrove, reef, seagrass, and coral), in varying salinity regimes and temperatures, and at various water depths, feed on a variety of fish species and crustaceans	E	Texas	Jefferson County
Sawfish, Smooth	<i>Pristis pectinata</i>	different life history stages have different patterns of habitat use; young found very close to shore in muddy and sandy bottoms, seldom descending to depths greater than 32 ft (10 m); sheltered bays, on shallow banks, and in estuaries or river mouths; adult sawfish are encountered in various habitat types (mangrove, reef, seagrass, and coral), in varying salinity regimes and temperatures, and at various water depths, feed on a variety of fish species and crustaceans	E	Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Screwstem, Texas	<i>Bartonia texana</i>	in and around acid seeps in Pine-Oak forests on gentle slopes and baygana shrub thickets at spring heads; often on clumps of bryophytes at tree bases, on roots, and on logs; flowering September-November, can be identified in mid to late October when its fruit		Texas	Hardin County
Shiner, Ironcoor	<i>Notropis chalybaeus</i>	Big Cypress Bayou and Sabine River basins; spawns April-September, eggs sink to bottom of pools and slow runs of low gradient small creeks with sandy substrate and clear well vegetated water; feeds mainly on small insects, ingested plant material not digested		Texas	Orange County
Skupper, Bay	<i>Euphyes bayensis</i>	apparently in a sawgrass marsh only, probably covers same range of sandy areas as sawgrass, nectarivore (butterfly), herbivore (caterpillar), larval food plants so far unconfirmed but probably sawgrass, datura; two well separated broods apparently peaking in late May and in September which suggests the larvae may aestivate in summer and the next brood hibernates		Texas	Jefferson County
Skunk, Pans Spotted	<i>Spilogale putorius interrupta</i>	open fields, prairies, crop lands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tall grass prairie		Texas	Chambers County
Skunk, Pans Spotted	<i>Spilogale putorius interrupta</i>	open fields, prairies, crop lands, fence rows, farmyards, forest edges, and woodlands; prefers wooded, brushy areas and tall grass prairie		Texas	Hardin County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Skunk, Pans Spotted	<i>Spilogale putorius interrupta</i>	catho c; open feds, pra res, crop ands, fence rows, farmyards, forest edges, and wood ands; prefers wooded, brushy areas and ta grass pra re		Texas	Harr s County
Skunk, Pans Spotted	<i>Spilogale putorius interrupta</i>	catho c; open feds, pra res, crop ands, fence rows, farmyards, forest edges, and wood ands; prefers wooded, brushy areas and ta grass pra re		Texas	Jefferson County
Skunk, Pans Spotted	<i>Spilogale putorius interrupta</i>	catho c; open feds, pra res, crop ands, fence rows, farmyards, forest edges, and wood ands; prefers wooded, brushy areas and ta grass pra re		Texas	L berty County
Skunk, Pans spotter	<i>Spilogale putorius interrupta</i>	catho c; open feds, pra res, crop ands, fence rows, farmyards, forest edges, and wood ands; prefers wooded, brushy areas and ta grass pra re		Texas	Orange County
Skunk, Pans spotter	<i>Spilogale putorius interrupta</i>	catho c; open feds, pra res, crop ands, fence rows, farmyards, forest edges, and wood ands; prefers wooded, brushy areas and ta grass pra re		Texas	Vctor a

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Snake, Gulf Saltmarsh	<i>Nerodia clarkii</i>	salt marshes, coastal bays, and brackish river mouths		Texas	Chambers County
Snake, Gulf Saltmarsh	<i>Nerodia clarkii</i>	salt marshes, coastal bays, and brackish river mouths		Texas	Harris County
Snake, Gulf Saltmarsh	<i>Nerodia clarkii</i>	salt marshes, coastal bays, and brackish river mouths		Texas	Jefferson County
Snake, Gulf Saltmarsh	<i>Nerodia clarkii</i>	salt marshes, coastal bays, and brackish river mouths		Texas	Orange County
Snake, Louisiana Pine	<i>Pituophis ruthveni</i>	mixed deciduous-coniferous pine woodlands; breeds April - September	T (State), Candidate for Federal Listing	Texas	Harris County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Snake, Louisiana Pine	<i>Pituophis ruthveni</i>	mixed deciduous-ongleaf pine woodlands; breeds Apr -September	T (State), Candidate for Federal Listing	Texas	Liberty County
Snake, Northern Scarlet	<i>Cemophora coccinea copei</i>	mixed hardwood scrub on sandy soils; feeds on reptile eggs; sem-fossorial; active Apr - September	T (State)	Texas	Hardin County
Snake, Northern Scarlet	<i>Cemophora coccinea copei</i>	mixed hardwood scrub on sandy soils; feeds on reptile eggs; sem-fossorial; active Apr - September	T (State)	Texas	Jefferson County
Snake, Northern Scarlet	<i>Cemophora coccinea copei</i>	mixed hardwood scrub on sandy soils; feeds on reptile eggs; sem-fossorial; active Apr - September	T (State)	Texas	Liberty County
Snake, Northern Scarlet	<i>Cemophora coccinea copei</i>	mixed hardwood scrub on sandy soils; feeds on reptile eggs; sem-fossorial; active Apr - September	T (State)	Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Snake, Northern scarlet	<i>Cemophora coccinea copei</i>	mixed hardwood scrub on sandy soils; feeds on reptile eggs; semi-fossorial; active Apr -September	T (State)	Texas	Orange
Snake, Smooth Green	<i>Liochlorophis vernalis</i>	Gulf Coastal Plain; mesic coastal shortgrass prairie vegetation; prefers dense vegetation	T (State)	Texas	Chambers County
Snake, Smooth Green	<i>Liochlorophis vernalis</i>	Gulf Coastal Plain; mesic coastal shortgrass prairie vegetation; prefers dense vegetation	T (State)	Texas	Harris County
Sparrow, Bachman's	<i>Aimophila aestivalis</i>	open pine woods with scattered bushes and grassy understory in Pineywoods region, brushy or overgrown grassy hillsides, overgrown fields with thickets and brambles, grassy orchards; remnant grasslands in Post Oak Savannah region; nests on ground against grass tuft or under low shrub	T (State)	Texas	Liberty County
Sparrow, Bachman's	<i>Aimophila aestivalis</i>	open pine woods with scattered bushes and grassy understory in Pineywoods region, brushy or overgrown grassy hillsides, overgrown fields with thickets and brambles, grassy orchards; remnant grasslands in Post Oak Savannah region; nests on ground against grass tuft or under low shrub	T (State)	Texas	Hardin County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Sparrow, Hens ows	<i>Ammodramus henslowii</i>	wnter ng ndv duas (not focks) found n weedy fe ds or cut-over areas where ots of bunch grasses occur a ong wth v nes and bramb es; a key component s bare ground for runn ng/wa k ng		Texas	Harr s County
Sparrow, Hens ows	<i>Ammodramus henslowii</i>	wnter ng ndv duas (not focks) found n weedy fe ds or cut-over areas where ots of bunch grasses occur a ong wth v nes and bramb es; a key component s bare ground for runn ng/wa k ng		Texas	Vctor a
Sparrow, Hens ows	<i>Ammodramus henslowii</i>	wnter ng ndv duas (not focks) found n weedy fe ds or cut-over areas where ots of bunch grasses occur a ong wth v nes and bramb es; a key component s bare ground for runn ng/wa k ng		Texas	Orange County
Sparrow, Hens ows	<i>Ammodramus henslowii</i>	wnter ng ndv duas (not focks) found n weedy fe ds or cut-over areas where ots of bunch grasses occur a ong wth v nes and bramb es; a key component s bare ground for runn ng/wa k ng		Texas	L berty County
Sparrow, Hens ows	<i>Ammodramus henslowii</i>	wnter ng ndv duas (not focks) found n weedy fe ds or cut-over areas where ots of bunch grasses occur a ong wth v nes and bramb es; a key component s bare ground for runn ng/wa k ng		Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Sparrow, Henslow's	<i>Ammodramus henslowii</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where clots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking		Texas	Hardin County
Sparrow, Henslow's	<i>Ammodramus henslowii</i>	wintering individuals (not flocks) found in weedy fields or cut-over areas where clots of bunch grasses occur along with vines and brambles; a key component is bare ground for running/walking		Texas	Jefferson County
Spectacled, Little	<i>Villosa villosa</i>	creeks, rivers, and reservoirs, sandy substrates in slight to moderate current, usually along the banks in slower currents; east Texas, Cypress through San Jacinto River basins		Texas	Hardin County
Spectacled, Little	<i>Villosa villosa</i>	creeks, rivers, and reservoirs, sandy substrates in slight to moderate current, usually along the banks in slower currents; east Texas, Cypress through San Jacinto River basins		Texas	Orange County
Spectacled, Little	<i>Villosa villosa</i>	creeks, rivers, and reservoirs, sandy substrates in slight to moderate current, usually along the banks in slower currents; east Texas, Cypress through San Jacinto River basins		Texas	Harris County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Spectacled, Little	<i>Villosa liouosa</i>	creeks, rivers, and reservoirs, sandy substrates in slight to moderate current, usually along the banks in slower currents; east Texas, Cypress through San Jacinto River basins		Texas	Jefferson County
Spectacled, Little	<i>Villosa liouosa</i>	creeks, rivers, and reservoirs, sandy substrates in slight to moderate current, usually along the banks in slower currents; east Texas, Cypress through San Jacinto River basins		Texas	Liberty County
Sprague's Pipit	<i>Anthus spragueii</i>	only in Texas during migration and winter, mid September to early April; short to medium distance, diurnal migrant; strongly tied to native upland prairie, can be locally common in coastal grasslands, uncommon to rare further west; sensitive to patch size and avoids edges.	C (Federal)	Texas	Orange County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active herons); breeds in Mexico and birds move into Gulf States in search of mudflats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Orange County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active herons); breeds in Mexico and birds move into Gulf States in search of mudflats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mudflats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Victoria
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mudflats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Liberty County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mudflats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Hardin County
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mudflats and other wetlands,	T (State)	Texas	Harris County

		even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960			
Stork, Wood	<i>Mycteria americana</i>	forages in prairie ponds, flooded pastures or fields, ditches, and other shallow standing water, including salt-water; usually roosts communally in tall snags, sometimes in association with other wading birds (i.e. active heronries); breeds in Mexico and birds move into Gulf States in search of mudflats and other wetlands, even those associated with forested areas; formerly nested in Texas, but no breeding records since 1960	T (State)	Texas	Jefferson County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Sucker, Blue	<i>Cyprinostomus elongatus</i>	larger portions of major rivers in Texas; usually in channels and flowing pools with a moderate current; bottom type usually of exposed bedrock, perhaps in combination with hard clay, sand, and gravel; adults winter in deep pools and move upstream in spring to spawn on riffles	T (State)	Texas	Hardin County
Sunflower, Shinner's	<i>Helianthus occidentalis</i> ssp <i>plantagineus</i>	mostly in prairies on the Coastal Plain, with several slightly disjunct populations in the Pineywoods and South Texas Brush Country		Texas	Victoria
Tern, Inter or Least	<i>Sterna antillarum</i> <i>athalassos</i>	subspecies listed only when inland (more than 50 miles from a coastline); nests along sand and gravel bars within braided streams, rivers; also known to nest on man-made structures (inland beaches, wastewater treatment plants, grave mounds, etc); eats small fish and crustaceans, when breeding forages within a few hundred feet of colony	LE (Federal) E (State)	Texas	Victoria
Tern, Sooty	<i>Sterna fuscata</i>	predominately on the wing; does not dive, but snatches small fish and squid with beak; flies or hovers over water; breeding April-July	T (State)	Texas	Orange County
Terrapin, Texas diamondback	<i>Malaclemys terrapin</i> <i>littoralis</i>	coastal marshes, tidal flats, coves, estuaries, and lagoons behind barrier beaches; brackish and salt water; burrows into mud when nocturnal; may venture onto lowlands at high tide		Texas	Victoria

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Terrapn, Texas Diamondback	<i>Malaclemys terrapin littoralis</i>	coasta marshes, t da fats, coves, estuar es, and agoons beh nd barr er beaches; brack sh and sat water; burrows nto mud when nact ve; may venture nto owands at hgh t de		Texas	Chambers County
Terrapn, Texas Diamondback	<i>Malaclemys terrapin littoralis</i>	coasta marshes, t da fats, coves, estuar es, and agoons beh nd barr er beaches; brack sh and sat water; burrows nto mud when nact ve; may venture nto owands at hgh t de		Texas	Jefferson County
Te apn, Texas diamondback	<i>Mala lem ys terrapin littoralis</i>	coasta marshes, t da fats, coves, estuar es, and agoons beh nd barr er beaches; brack sh and sat water; burrows nto mud when nact ve; may venture nto owands at hgh t de		Texas	Orange County
Toad, Houston	<i>Anaxyrus houstonensis</i>	endem c; sandy substrate, water n p oos, ephemera p oos, stock tanks; breeds n spr ng espec a y after rains; burrows n so of adjacent up and s when nact ve; breeds February-June; assoc ated wth so s of the Sparta, Carr zo, Go ad, Queen Cty, Reck aw, Weches, and W s geo ogc format ons	E	Texas	Harr s County
Toad, Houston	<i>Anaxyrus houstonensis</i>	endem c; sandy substrate, water n p oos, ephemera p oos, stock tanks; breeds n spr ng espec a y after rains; burrows n so of adjacent up and s when nact ve; breeds February-June; assoc ated wth so s of the Sparta, Carr zo, Go ad, Queen Cty, Reck aw, Weches, and W s geo ogc format ons	E	Texas	L berty County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Tortoise, Texas	<i>Gopherus berlandieri</i>	open brush with a grass understory is preferred; open grass and bare ground are avoided; when inactive occupies shallow depressions at base of bush or cactus, sometimes in underground burrows or under objects; longevity greater than 50 years; active March-November; breeds April-November	T (State)	Texas	Victoria
Turtle, Alligator Snapping	<i>Macrochelys temminckii</i>	perennial water bodies; deep water of rivers, canals, lakes, and oxbows; also swamps, bayous, and ponds near deep running water; sometimes enters brackish coastal waters; usually in water with mud bottom and abundant aquatic vegetation; may migrate several miles along rivers; active March-October; breeds April-October	T (State)	Texas	Hardin County
Turtle, Alligator Snapping	<i>Macrochelys temminckii</i>	perennial water bodies; deep water of rivers, canals, lakes, and oxbows; also swamps, bayous, and ponds near deep running water; sometimes enters brackish coastal waters; usually in water with mud bottom and abundant aquatic vegetation; may migrate several miles along rivers; active March-October; breeds April-October	T (State)	Texas	Liberty County
Turtle, Alligator Snapping	<i>Macrochelys temminckii</i>	perennial water bodies; deep water of rivers, canals, lakes, and oxbows; also swamps, bayous, and ponds near deep running water; sometimes enters brackish coastal waters; usually in water with mud bottom and abundant aquatic vegetation; may migrate several miles along rivers; active March-October; breeds April-October	T (State)	Texas	Jefferson County
Turtle, Alligator Snapping	<i>Macrochelys temminckii</i>	perennial water bodies; deep water of rivers, canals, lakes, and oxbows; also swamps, bayous, and ponds near deep running water; sometimes enters brackish coastal waters; usually in water with mud bottom and abundant aquatic vegetation; may migrate several miles along rivers; active March-October; breeds April-October	T (State)	Texas	Chambers County

T - Threatened

E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Turtle, Alligator Snapping	<i>Macrochelys temminckii</i>	perennial water bodies; deep water of rivers, canals, lakes, and oxbows; also swamps, bayous, and ponds near deep running water; sometimes enters brackish coastal waters; usually in water with mud bottom and abundant aquatic vegetation; may migrate several miles along rivers; active March-October; breeds April-October	T (State)	Texas	Harris County
Turtle, Alligator Snapping	<i>Macrochelys temminckii</i>	perennial water bodies; deep water of rivers, canals, lakes, and oxbows; also swamps, bayous, and ponds near deep running water; sometimes enters brackish coastal waters; usually in water with mud bottom and abundant aquatic vegetation; may migrate several miles along rivers; active March-October; breeds April-October	T (State)	Texas	Orange County
Turtle, Atlantic Hawksbill Sea	<i>Eretmochelys imbricata</i>	Gulf and bay system, warm shallow waters especially in rocky marine environments, such as coral reefs and jetties, juveniles found in floating mats of sea pants; feed on sponges, jellyfish, sea urchins, molluscs, and crustaceans, nests April through November	E	Texas	Jefferson County
Turtle, Atlantic Hawksbill Sea	<i>Eretmochelys imbricata</i>	Gulf and bay system, warm shallow waters especially in rocky marine environments, such as coral reefs and jetties, juveniles found in floating mats of sea pants; feed on sponges, jellyfish, sea urchins, molluscs, and crustaceans, nests April through November	E	Texas	Chambers County
Turtle, Cagle's map	<i>Graptemys caglei</i>	endemic; Guadalupe River System; shallow water with swift to moderate flow and gravel or cobble bottom, connected by deeper pools with a slower flow rate and a soft or mud bottom; gravel riffles and transition areas between riffles and pools especially important in providing insect prey items; nests on gently sloping sand banks within ca. 30 feet of water's edge	T (State)	Texas	Victoria

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Turtle, Green Sea	<i>Chelonia mydas</i>	Gulf and bay system; shallow water seagrass beds, open water between feeding and nesting areas, barrier islands and beaches; adults are herbivorous feeding on sea grass and seaweed; juveniles are omnivorous feeding initially on marine invertebrates, then increasing on sea grasses and seaweeds; nesting behavior extends from March to October, with peak activity in May and June	T	Texas	Jefferson County
Turtle, Green Sea	<i>Chelonia mydas</i>	Gulf and bay system; shallow water seagrass beds, open water between feeding and nesting areas, barrier islands and beaches; adults are herbivorous feeding on sea grass and seaweed; juveniles are omnivorous feeding initially on marine invertebrates, then increasing on sea grasses and seaweeds; nesting behavior extends from March to October, with peak activity in May and June	T	Texas	Chambers County
Turtle, Green Sea	<i>Chelonia mydas</i>	Gulf and bay system; shallow water seagrass beds, open water between feeding and nesting areas, barrier islands and beaches; adults are herbivorous feeding on sea grass and seaweed; juveniles are omnivorous feeding initially on marine invertebrates, then increasing on sea grasses and seaweeds; nesting behavior extends from March to October, with peak activity in May and June	T	Texas	Harris County
Turtle, Kemp's Ridley Sea	<i>Lepidochelys kempii</i>	Gulf and bay system, adults stay within the shallow waters of the Gulf of Mexico; feed primarily on crabs, but also snails, clams, other crustaceans and plants, juveniles feed on sargassum and its associated fauna; nests April through August	E	Texas	Harris County
Turtle, Kemp's Ridley Sea	<i>Lepidochelys kempii</i>	Gulf and bay system, adults stay within the shallow waters of the Gulf of Mexico; feed primarily on crabs, but also snails, clams, other crustaceans and plants, juveniles feed on sargassum and its associated fauna; nests April through August	E	Texas	Jefferson County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Turtle, Kemp's Ridley Sea	<i>Lepidochelys kempii</i>	Gulf and bay system, adults stay within the shallow waters of the Gulf of Mexico; feed primarily on crabs, but also snails, clams, other crustaceans and plants, juveniles feed on sargassum and its associated fauna; nests April through August	E	Texas	Chambers County
Turtle, Leatherback Sea	<i>Dermochelys coriacea</i>	Gulf and bay systems, and widespread ranging open water reptile; omnivorous, shows a preference for jellyfish; in the US portion of the western Atlantic nesting territories, nesting season ranges from March to August	E	Texas	Jefferson County
Turtle, Leatherback Sea	<i>Dermochelys coriacea</i>	Gulf and bay systems, and widespread ranging open water reptile; omnivorous, shows a preference for jellyfish; in the US portion of the western Atlantic nesting territories, nesting season ranges from March to August	E	Texas	Chambers County
Turtle, Leatherback Sea	<i>Dermochelys coriacea</i>	Gulf and bay systems, and widespread ranging open water reptile; omnivorous, shows a preference for jellyfish; in the US portion of the western Atlantic nesting territories, nesting season ranges from March to August	E	Texas	Harris County
Turtle, Loggerhead Sea	<i>Caretta caretta</i>	Gulf and bay system primarily for juveniles, adults are most pelagic of the sea turtles; omnivorous, shows a preference for mollusks, crustaceans, and corals; nests from April through November	T	Texas	Harris County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Turtle, Loggerhead Sea	<i>Caretta caretta</i>	Gulf and bay system primarily for juveniles, adults are most pelagic of the sea turtles; omnivorous, shows a preference for mollusks, crustaceans, and corals; nests from April through November	T	Texas	Jefferson County
Turtle, Loggerhead Sea	<i>Caretta caretta</i>	Gulf and bay system primarily for juveniles, adults are most pelagic of the sea turtles; omnivorous, shows a preference for mollusks, crustaceans, and corals; nests from April through November	T	Texas	Chambers County
Turtle, Sabine Map	<i>Graptemys ouachitensis sabinensis</i>	Sabine River system; rivers and related tributaries, ponds and reservoirs with abundant aquatic vegetation; basks on fallen logs and exposed roots; eats insects, crustaceans, mollusks, and aquatic plants; breeding and egg-laying March-May, with hatchlings appearing in early fall		Texas	Orange County
Turtle, Sabine Map	<i>Graptemys ouachitensis sabinensis</i>	Sabine River system; rivers and related tributaries, ponds and reservoirs with abundant aquatic vegetation; basks on fallen logs and exposed roots; eats insects, crustaceans, mollusks, and aquatic plants; breeding and egg-laying March-May, with hatchlings appearing in early fall		Texas	Hardin County
Turtle, Sabine Map	<i>Graptemys ouachitensis sabinensis</i>	Sabine River system; rivers and related tributaries, ponds and reservoirs with abundant aquatic vegetation; basks on fallen logs and exposed roots; eats insects, crustaceans, mollusks, and aquatic plants; breeding and egg-laying March-May, with hatchlings appearing in early fall		Texas	Jefferson County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Umbrella-sedge, Giant Sharpstem	<i>Cyperus cephalanthus</i>	In Texas on saturated, fine sandy oam soils, along nearby levee fringes of deep prairie depressions; also in depression area within coastal prairie remnant on heavy black clay; in Louisiana, most sites are coastal prairie on poorly drained sites, some on slightly elevated areas surrounded by standing shallow water, and on moderately drained sites; soils include very strongly acid to moderately alkaline soils and silty clay oams; flowering/fruiting May-June, August-September, and possibly other times in response to rainfall		Texas	Harris County
Wartyback	<i>Quadrula nodulata</i>	grave and sand-grave bottoms in medium to large rivers and on mud; Red, Sabine, Neches River basins		Texas	Jefferson County
Wartyback	<i>Quadrula nodulata</i>	grave and sand-grave bottoms in medium to large rivers and on mud; Red, Sabine, Neches River basins		Texas	Orange County
Wartyback	<i>Quadrula nodulata</i>	grave and sand-grave bottoms in medium to large rivers and on mud; Red, Sabine, Neches River basins		Texas	Hardin County
Wedge machaeranthera	<i>Psilactis heterocarpa</i>	Texas endemic; grasslands, varying from midgrass coastal prairies, and open mesquite-huachuache woodlands on nearby levee, gray to dark gray clayey to silty soils; known locations mapped on Victoria clay, Edroy clay, Dacosta sandy clay oam over Beaumont and Lesse formations; flowering September- November		Texas	Victoria

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Windm - grass, Texas	<i>Chloris texensis</i>	Texas endemic; sandy to sandy oam soils in relatively bare areas in coastal prairie grass and remnants, often on roadsides where regular mowing may mimic natural prairie regimes; flowering in fall		Texas	Chambers County
Windm - grass, Texas	<i>Chloris texensis</i>	Texas endemic; sandy to sandy oam soils in relatively bare areas in coastal prairie grass and remnants, often on roadsides where regular mowing may mimic natural prairie regimes; flowering in fall		Texas	Harris County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	LE (Federal) E (State)	Texas	Victoria County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	LE (Federal) E (State)	Texas	Orange County
Wolf, Red	<i>Canis rufus</i>	extirpated; formerly known throughout eastern half of Texas in brushy and forested areas, as well as coastal prairies	E	Texas	Chambers County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Wof, Red	<i>Canis rufus</i>	ext rpat ed; former y known throughout eastern haf of Texas n brushy and forested areas, as we as coasta prar es	E	Texas	Hard n County
Wof, Red	<i>Canis rufus</i>	ext rpat ed; former y known throughout eastern haf of Texas n brushy and forested areas, as we as coasta prar es	E	Texas	Harr s County
Wof, Red	<i>Canis rufus</i>	ext rpat ed; former y known throughout eastern haf of Texas n brushy and forested areas, as we as coasta prar es	E	Texas	Jefferson County
Wof, Red	<i>Canis rufus</i>	ext rpat ed; former y known throughout eastern haf of Texas n brushy and forested areas, as we as coasta prar es	E	Texas	L berty County
Woodpecker, Red-cockaded	<i>Picoides borealis</i>	cav ty nests n o der pne (60+ years); forages n younger pne (30+ years); prefers ongeaf, short eaf, and obo y	E	Texas	Harr s County

T - Threatened
E - Endangered

6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE	COUNTY
Woodpecker, Red-cockaded	<i>Picoides borealis</i>	cavity nests in older pine (60+ years); forages in younger pine (30+ years); prefers longleaf, shortleaf, and loblolly	E	Texas	Liberty County
Woodpecker, Red-cockaded	<i>Picoides borealis</i>	cavity nests in older pine (60+ years); forages in younger pine (30+ years); prefers longleaf, shortleaf, and loblolly	E	Texas	Hardin County

T - Threatened
E - Endangered

Reference:

6.7 SENSITIVITY MAPS

[Click here for Southeast Texas FHR Pipeline System Overview Map](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80130600 - 306 Premcor \(Valero\) To Motiva/A&O, 6in., B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80131300 - 313 A&O to C4, 6in., B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80140900 - 409-8" A&O Facilities To Pt. Neches Terminal, B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80141000 - 410-8" Cyclohexane, B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80141200 - Pt. Arthur Terminal to A&O 4in & 8in., B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80141600 - 416 O&O to A&O, 6in., B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80141800 - 10" - PL 418 Cyclohexane, B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80141900 - 419 Pt. Neches Terminal To A&O Tank 33755, 12in., B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80150600 - 506-8" Propane Mont Belvieu To Port Arthur, B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80150601 - 506A, 8in., B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80150900 - 509 8in., B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80301060 - INV S - Linde Plant to INVISTA LaPorte, B-1](#)

6.7 SENSITIVITY MAPS, CONTINUED

[Click here for 80301040 - INV Q - Equistar to Dow Plant, B-1](#)

6.8 TACTICAL PLAN INDEX

SITE #	SITE NAME
Port Acres / Pipeline 506	
Site 1	Port Acres 106
Site 2	Port Acres 107
Site 3	Port Acres 108
Site 4	Port Acres 109
Site 5	Port Acres 110
Site 6	Port Acres 111
Site 7	Port Acres 112
Port Arthur North / Port Neches Tank Farm	
Site 1	Port Arthur North 33
Site 2	Port Arthur North 34
Site 3	Port Arthur North 35
Site 4	Port Arthur North 36
Site 5	Port Arthur North 37
Site 6	Port Arthur North 38
Site 7	Port Arthur North 39

6.9 TACTICAL MAPS

[Click here for 80130600 - 306 Premcor \(Valero\) To Motiva/A&O, 6in., River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80131300 - 313 A&O to C4, 6in., River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80140900 - 409-8" A&O Facilities To Pt. Neches Terminal, River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80141000 - 410-8" Cyclohexane, River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80141200 - Pt. Arthur Terminal to A&O 4in & 8in., River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80141300 - 413 - 4" Pyrolysis Gasoline, River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80141600 - 416 O&O to A&O, 6in., River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80141800 - 10" - PL 418 Cyclohexane, River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80141900 - 419 Pt. Neches Terminal To A&O Tank 33755, 12in., River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80142300 - 423 Prolysis Gasoline, 3in and 4in](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80150600 - 506-8" Propane Mont Belvieu To Port Arthur, River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80150600 - 506-8" Propane Mont Belvieu To Port Arthur \(Old River Detail\)](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80150600 - 506-8" Propane Mont Belvieu To Port Arthur \(Trinity River Detail\)](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80150601 - 506A, 8in., River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80150900 - 509 8in., River Overview](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80301060 - INV S - Linde Plant to INVISTA LaPorte](#)

6.9 TACTICAL MAPS, CONTINUED

[Click here for 80301040 - INV Q - Equistar to Dow Plant, River Overview](#)

6.10 TACTICAL PLANS

[Click here for Port Acres / Pipeline 506 - Port Acres 106](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Acres / Pipeline 506 - Port Acres 107](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Acres / Pipeline 506 - Port Acres 108](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Acres / Pipeline 506 - Port Acres 109](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Acres / Pipeline 506 - Port Acres 110](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Acres / Pipeline 506 - Port Acres 111](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Acres / Pipeline 506 - Port Acres 112](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Arthur North / Port Neches Tank Farm - Port Arthur North 33](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Arthur North / Port Neches Tank Farm - Port Arthur North 34](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Arthur North / Port Neches Tank Farm - Port Arthur North 35](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Arthur North / Port Neches Tank Farm - Port Arthur North 36](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Arthur North / Port Neches Tank Farm - Port Arthur North 37](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Arthur North / Port Neches Tank Farm - Port Arthur North 38](#)

6.10 TACTICAL PLANS , CONTINUED

[Click here for Port Arthur North / Port Neches Tank Farm - Port Arthur North 39](#)

6.11 AREAS OF CONCERN

AREA NAME	COUNTY	LOCATION	GPS LOCATION / COMMENTS

SECTION 7

SUSTAINED RESPONSE ACTIONS

Last revised: March 24, 2014

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7.1 Response Resources

7.1.1 Response Equipment

Figure 7.1-1 - Regional Company and Response Contractor's Equipment List / Response Time

7.1.2 Response Equipment Inspection and Maintenance

7.1.3 Contracts, Contractor Equipment, and Labor

7.1.4 Command Post

Figure 7.1-2 - Command Post Checklist

7.1.5 Staging Area

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7.1.6 Communications Plan

Figure 7.1-4 - Communications Checklist

7.2 Public Affairs

7.3 Site Security Measures

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7.4 Waste Management

Figure 7.4-1 - Waste Management Flow Chart

Figure 7.4-2 - General Waste Containment and Disposal Checklist

7.4.1 Waste Storage

Figure 7.4-3 - Temporary Storage Methods

SECTION 7

SUSTAINED RESPONSE ACTIONS, CONTINUED

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7.4.2 Waste Transfer

7.4.3 Waste Disposal

Figure 7.4-4 - Facility Specific Disposal Vendors

7.1 RESPONSE RESOURCES

7.1.1 Response Equipment

CATEGORY	TYPE/MODEL	QUANTITY	SIZE	YEAR PURCHASED	OPERATIONAL STATUS	LOCATION AT FACILITY
SETX Zone						
KPL does not Owned or Operated O Sp Response Equipment n th s Zone.						

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2**, **FIGURE A.1-4**, and **FIGURE A.1-5** of the Spill Response Plan.

FIGURE 7.1-1 - REGIONAL COMPANY AND RESPONSE CONTRACTOR'S EQUIPMENT LIST / RESPONSE TIME

* USCG Classified OSRO for facility

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
*Anderson Po ut on Contro Longv ew, Texas	Fu O Sp and Hazmat / Chemca Response Capab ty, Respiratory Response, OQ Qua f ed	1 hours
*Anderson Po ut on Contro Vctor a , Texas	Fu O Sp and Hazmat / Chemca Response Capab ty, Respiratory Response, OQ Qua f ed	1 hours
*Eag e SWS K gore (Longv ew) K gore, TX	Fu O Sp and Hazmat / Chemca Response Capab ty,	1 hours
*OM Env ronmenta So ut ons Port Arthur, TX	Fu O Sp and Hazmat / Chemca Response Capab ty,	1 hours
*OM Env ronmenta So ut ons (Longv ew) Longv ew, Texas	Fu O Sp and Hazmat / Chemca Response Capab ty,	1 hours
*Veoa Env ronmenta Serv ces Port Arthur, Texas	Fu Response Capab tes	1 hours
*TAS Env ronmenta Serv ces Longv ew, Tx	Fu Response Capab tes	1 hours
*M er Env ronmenta Serv ces, Inc. Beaumont, Texas	Fu response capab tes	1 hours
*Gamer Env ronmenta Serv ces, Inc. Port Arthur, TX	Fu Response Capab ty	1 hours
*U. S. Env ronmenta Serv ces (Orange, Tx) Orange, Texas	Fu response capab tes	1 hours
*U. S. Env ronmenta Serv ces Deer Park, Texas	Fu O and Hazardous Mater a s response capab tes	2 hours
*Eag e SWS, (La Porte) La Porte, Texas	Fu O Sp and Hazmat / Chemca Response Capab ty	2 hours
*Anderson Po ut on Contro Houston , Texas	Fu O Sp and Hazmat / Chemca Response Capab ty, Respiratory Response, OQ Qua f ed	2 hours
*Gamer Env ronmenta Serv ces, Inc. (Houston Operat ons) Deer Park, Texas	Fu O and Hazardous Mater a s response capab tes	2 hours
*Veoa Env ronmenta Serv ces La Porte, Texas	Fu Response Capab tes	2 hours
*U. S. Env ronmenta Serv ces (Texas Cty, Tx) Texas Cty, Texas	Fu Response Capab tes	2 hours
*OM Env ronmenta So ut ons (Houston) La Porte, TX	Fu O Sp and Hazmat / Chemca Response Capab ty	2 hours
*Anderson Po ut on Contro Conroe, Texas	Fu O Sp and Hazmat / Chemca Response Capab ty, Respiratory Response, OQ Qua f ed	2 hours
*OM Env ronmenta So ut ons (Houston) La Porte, Texas	Fu O Sp and Hazmat / Chemca Response Capab ty	2 hours

7.1.2 Response Equipment Inspection and Maintenance

Response Equipment Inspection and Maintenance
KPL does not Own or Operate O Sp Response Equipment n this Zone. KPL has contracted O Sp Response Organizations listed in Appendix B.
Containment boom supported by OSROs, Appendix B.
Miscellaneous equipment supported by OSROs, Appendix B.

7.1.3 Contractors, Contractor Equipment, and Labor

- The Company's primary response contractors' names and phone numbers as well as contact information of other companies who can provide spill response services are provided in **FIGURE 3.1-6** or **FIGURE 3.1-7**.
- The Company has ensured by contract or formal agreements the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to the Worst Case Discharge or the substantial threat of such discharge.
- Contractors deploy and inspect boom to meet PREP guidelines. Company requires that these exercises be completed annually.
- **APPENDIX B** contains evidence of contracts for the Company's primary response contractors and equipment lists of contractors without USCG classification.

7.1.4 Command Post

In the event of a major spill or other emergency, both an off-site Emergency Operations Center (EOC) and a Command Post may be established. For a minor emergency, only a Command Post may be established. Refer to **FIGURE 7.1-2** for guidelines in establishing a Command Post.

FIGURE 7.1-2 - COMMAND POST CHECKLIST

COMMAND POST CHECKLIST	
Positioned outside of the present and potential Hazard Zone.	<input type="checkbox"/>
Positioned away from the general activities such as traffic, noise, and confusion associated with an incident.	<input type="checkbox"/>
Have ability to provide security and to control access to the ICP as necessary.	<input type="checkbox"/>
Adequate space for size of staff.	<input type="checkbox"/>
24-hour access ability.	<input type="checkbox"/>
Personal hygiene facilities.	<input type="checkbox"/>
Substitutability of existing communications resources (phone/fax/radio).	<input type="checkbox"/>
Substitutability of private conference and briefing rooms.	<input type="checkbox"/>
Location or building has capability to grow, as necessary.	<input type="checkbox"/>
Notify other parties of Command Post location; provide maps/drivering directions.	<input type="checkbox"/>
Determine staging areas and incident base locations.	<input type="checkbox"/>
Identify future need to move or upgrade facilities.	<input type="checkbox"/>

Command Posts for this facility are located at: For a major event requiring an Emergency Operations Center, the Port Arthur Divisional Office is designated as the location for a division level Command post. For small events, a forward command post will be designated by the Incident Commander.

7.1.4 Command Post

In the event of a major spill or other emergency, both an off-site Emergency Operations Center (EOC) and a Command Post may be established. For a minor emergency, only a Command Post may be established. Refer to **FIGURE 7.1-2** for guidelines in establishing a Command Post.

FIGURE 7.1-2 - COMMAND POST CHECKLIST

7.1.5 Staging Area

A Staging Area is a temporary location at an incident where personnel and equipment are kept while awaiting tactical assignments. Staging Areas should be located relatively close to the incident, yet located sufficiently away to provide a safe location for personnel and equipment to await assignments. In an emergency response, numerous staging areas may be required to support containment and cleanup operations.

In selecting a suitable staging area, the following items should be considered:

- Accessibility to impacted areas.
- Proximity to secure parking, airports, docks, pier, or boat launches.
- Accessibility to large trucks and trailers which may be used to transfer equipment.
- Be in a large open area in order to provide storage for equipment and not interfere with equipment loading and offloading operations.
- Have different access routes for incoming and outgoing resources from the direct traffic of the incident response, whenever possible.

7.1.5 Staging Area, Continued

- Be conducive for loading and offloading of personnel; consider having moorage available if vessels are required to aid the loading/offloading of personnel.
- Consider the need to incorporate specialty equipment such as ambulance, fire equipment, police cars, etc.

FIGURE 7.1-3 - STAGING AREA CHECKLIST

STAGING AREA CHECKLIST	
Positioned outside of the present and potential Hazard Zone.	<input type="checkbox"/>
Positioned away from the general activities such as traffic, noise, and confusion associated with an incident; whenever possible, identify different access routes.	<input type="checkbox"/>
Have ability to provide security and to control access to the staging area as necessary.	<input type="checkbox"/>
Adequate space for size, amount, and type of equipment being assigned to the area (e.g., boom trailers, skimmers, vacuum trucks, back hoes, frac tanks).	<input type="checkbox"/>
24-hour access ability, but establish control and assist with check-in/check-out process for equipment and personnel arriving and leaving the Staging Area.	<input type="checkbox"/>
Personal hygiene facilities necessary and available.	<input type="checkbox"/>
Communication process established for calling for and returning equipment; prevent resources from free-ancing or "doing their own thing".	<input type="checkbox"/>
Suitability of existing communications resources (phone/fax/radio).	<input type="checkbox"/>
Staging Area may need to provide a temporary means for fueling; ensure safety and environmental requirements are reviewed.	<input type="checkbox"/>
Notify Command Post of Staging Area location; provide maps/drivering directions.	<input type="checkbox"/>
Provide area to form operational units, such as Task Forces or Strike Teams.	<input type="checkbox"/>
Designated areas to avoid confusion between incoming and outgoing equipment versus equipment ready for deployment.	<input type="checkbox"/>

Staging areas for this facility are located at: Staging areas will be designated by the Incident Commander or designee, as required by the specific incident needs.

7.1.6 Communications Plan

Communications include:

- The "hardware" systems that transfer information.
- Planning for the use of all available communications frequencies and resources.
- The processes and procedures for transferring information.
- 20 - Cell Phones
- 5 - Computers
- 1 - Fax

Company communications for small incidents will be conducted via telephone lines, cellular telephones, PDA's, two way radios, e-mail, and fax machines.

Additional communications equipment (two way radios, VHF portable radios with chargers and accessories, command post with UHF, VHF, single sideband, marine, aeronautical, telephone, and hard-line capability) may be purchased or leased from a communications company in the area. Use of communications equipment, whether purchased or leased, must comply with FCC requirements prior to operation. Communications with government agencies, state police, and contractors will be conducted via telephone lines or cellular phones. As deemed necessary, government agencies responding to an incident on-site will be incorporated into the communications plan. Refer to **FIGURE 7.1-4** for guidelines to setup communications.

The Communications Group Leader is responsible for ensuring that the Incident Command and emergency responders have reliable and effective means of communication by establishing processes and procedures for transferring information. Several communication networks may be considered depending upon the size and complexity of the incident. These may include:

- **Command Net** - Established to link supervisory personnel from Incident Commander down to and including Division and Group supervisors.
- **Tactical Nets** - Established in a variety of ways, e.g., by agency, department, geographical area, or function. Tactical nets may be established for each Branch, or for Divisions and Groups, depending upon hardware and frequency availability and specific incident needs.
- **Support Nets** - Established on larger incidents to handle logistics traffic and resource status changes.
- **Ground-to-Air** - Established to coordinate ground-to-air traffic.
- **Air-to-Air** - Assigned for coordination between aircraft assigned to an incident

This may also involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

The Communications Plan (if necessary, written at the time of an incident) will identify system, network, channel, telephone numbers, radio frequencies, and assignments to the responders.

FIGURE 7.1-4 - COMMUNICATIONS CHECKLIST

COMMUNICATIONS CHECKLIST	
Develop a Communications Plan; consider communication events needed.	<input type="checkbox"/>
Phones available, consider needs per staff element - contact local provider.	<input type="checkbox"/>
Fax lines available, consider needs per group or unit requirements - contact local provider.	<input type="checkbox"/>
Cell phone coverage providing means to maintain communications.	<input type="checkbox"/>
Company and resource phone list available and being maintained.	<input type="checkbox"/>
Recharging stations for cellular phones.	<input type="checkbox"/>
VHF radio communications: <ul style="list-style-type: none"> • Establish frequencies • Assign channels • Distribute radios • Establish communications schedule 	<input type="checkbox"/>
Recharging stations for VHF radios.	<input type="checkbox"/>
Determine need for VHF repeaters.	<input type="checkbox"/>
Copy machine available.	<input type="checkbox"/>
Internet access available; necessary?	<input type="checkbox"/>
Responders have capability to communicate with aircraft.	<input type="checkbox"/>

Note: Actions on this checklist may not be applicable or may be continuous activities.

7.2 PUBLIC AFFAIRS

Company Spokesperson

The Incident Commander shall designate a company spokesperson at the scene and identify the spokesperson to Management and Public Affairs. Such person shall retain spokesperson's duties until relieved of those duties by the Incident Commander. The designated company spokesperson's duties shall include:

- Interaction with the company's Public Affairs Group about the incident and the progress of the Company's response;
- Interaction with the Incident Commander regarding requests for information from media and/or public;
- Interaction with media and/or public, including those who may be directly affected (through evacuation or otherwise) by the incident and/or the Company's response to the incident;
- Dissemination of truthful, complete, and appropriate information in response to requests and/or needs of media and/or public.

Unless designated by the Incident Commander, the Company spokesperson shall not be the principal contact between the company and responding or other appropriate governmental agencies.

The designated Company spokesperson shall have been trained on this section of the Integrated Contingency Plan and shall have received other training regarding the responsibilities of a Company spokesperson prior to his/her appointment as Company spokesperson. Any person who has not received such training shall not be qualified to serve as Company spokesperson.

The designated spokesperson shall notify appropriate personnel from the responding company, contractual responder, and necessary governmental agencies that he/she has been designated by the Incident Commander as the on-scene Company spokesperson and that as the designated spokesperson, he/she is the one and only spokesperson for the Company until advised otherwise. The spokesperson shall also advise responding company and contractual personnel that only the designated on-scene spokesperson should speak with the media and/or public.

Message Verification

Prior to providing any information regarding an incident to the media and/or public in any form, the Company spokesperson must clear the message both factually and contextually with the Incident Commander. If practical and feasible, the Company spokesperson should also consult with the Legal Department and Public Affairs prior to providing any information to the media and/or public.

If consultation with Public Affairs is not feasible prior to the required release of information, then the Incident Commander and spokesperson shall use the approved media statement example listed below. **This statement is only to be used if a briefing with Legal and Public Affairs is not available.**

Media Statement

This statement is to be used only in the following situations:

- **By the on-scene Company spokesperson designated by the Incident Commander**
- **When Legal Department and Public Affairs consultation is unavailable**

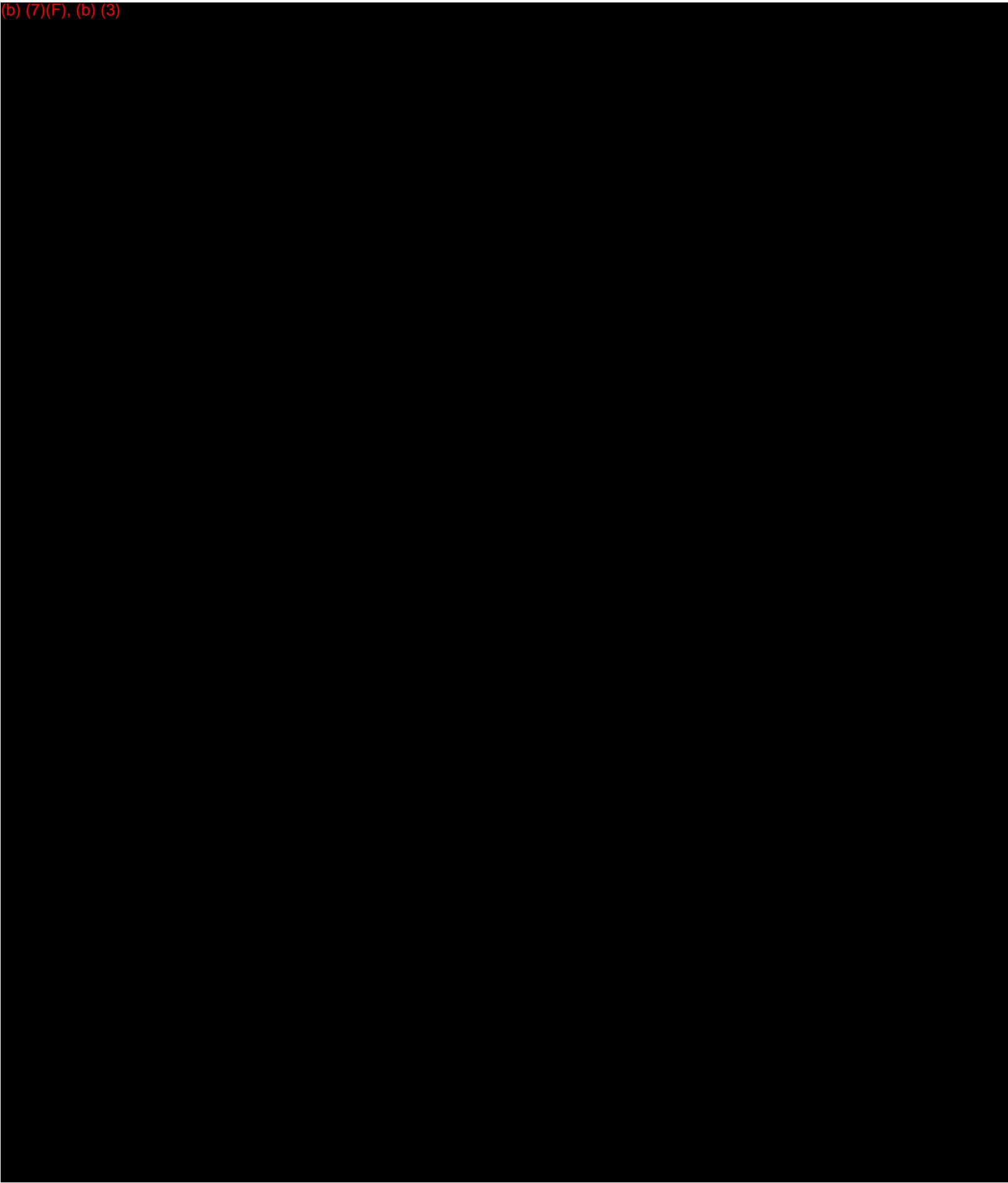
We had an event (*describe incident type/location*). At this time we're working to manage the (*release, fire, etc., OR it is under control*). While we are still checking in with all our employees and others in the area, we believe (*acknowledge whether there are injuries or not*). We have notified local officials, including (*identify responding agencies*) and they are (*offering help or assisting*) as needed. Along with these agencies, we are monitoring the situation closely and will advise of any needed actions (*or, describe advised actions, if any*). As I'm sure you can understand, I must now return to my duties here. We'll have updates as information becomes available through (*identify response spokesperson if known, internal or outside*). Thank you for your patience.

Interviews

The Company spokesperson should refrain from granting on-camera interviews, where practical. If the spokesperson must provide an on-camera interview without a representative of Public Affairs present, then the spokesperson should consult with the Company's Public Affairs Group in preparation for the interview.

7.3 SITE SECURITY MEASURES

(b) (7)(F), (b) (3)



7.4 WASTE MANAGEMENT

The management of the wastes generated in cleanup and recovery activities must be conducted with the overall objectives of ensuring:

- Worker safety
- Waste minimization
- Minimization of environmental impacts
- Proper management of the recovered materials compliant with regulatory requirements

During the emergency phase of a response, it is important to quickly engage the company waste specialists (Environmental Specialist) or activate a Disposal Group to address potential waste issues.

Depending on the size and complexity of the response, the following action items may be conducted initially during a spill response:

- Development of a Site Safety and Health Plan (**SECTION 5.4**) addressing the proper PPE and waste handling procedures
- Development of a Disposal Plan (**SECTION 5.6**) in accordance with any federal, state, and/or local regulations. Facility-specific disposal locations for different types of materials are listed in **FIGURE 7.4.4**.

Potential waste management issues to consider:

- Type of waste being generated and collected
- Organization of waste collection, segregation, and storage
- Available storage to hold waste being generated
- Handling and storage requirements of recovered product
- Labeling and inspection of temporary storage areas and waste containers
- Continuous tracking of recoverable materials versus non-recoverable to better estimate amount of waste that could be generated over the short and long-term
- Review requirements for secondary containment for waste collection containers
- Regulatory review of applicable laws to ensure compliance and (if appropriate) provide agency notification or obtain permits associated with short and long term storage of generated waste
- Regulatory review of applicable laws to ensure compliance and (if appropriate) obtain permits associated with the transportation of generated waste
- Registered transportation resources along with approved treatment, storage, or disposal facilities
- Disposal of all waste in a safe and approved manner
- Documentation of all waste handling, testing, inspection, and disposal activities

Activities associated with waste minimization during cleanup and recovery are:

- Reusing materials when possible
- Recycling or reclaiming waste
- Segregating waste (hazardous versus non-hazardous or heavily impacted versus slightly impacted)
- Treating waste, in accordance with the regulations and permits, to reduce hazards or reducing amount of waste generated

Solid wastes such as sorbents, PPE, debris, and equipment will typically be transported from the collection site to a designated facility for:

- Storage
- Waste segregation
- Packaging
- Transportation

A general flow chart for waste management guidelines is provided in **FIGURE 7.4-1**. An overall checklist for containment and disposal is provided in **FIGURE 7.4-2**.

FIGURE 7.4-1 - WASTE MANAGEMENT FLOW CHART

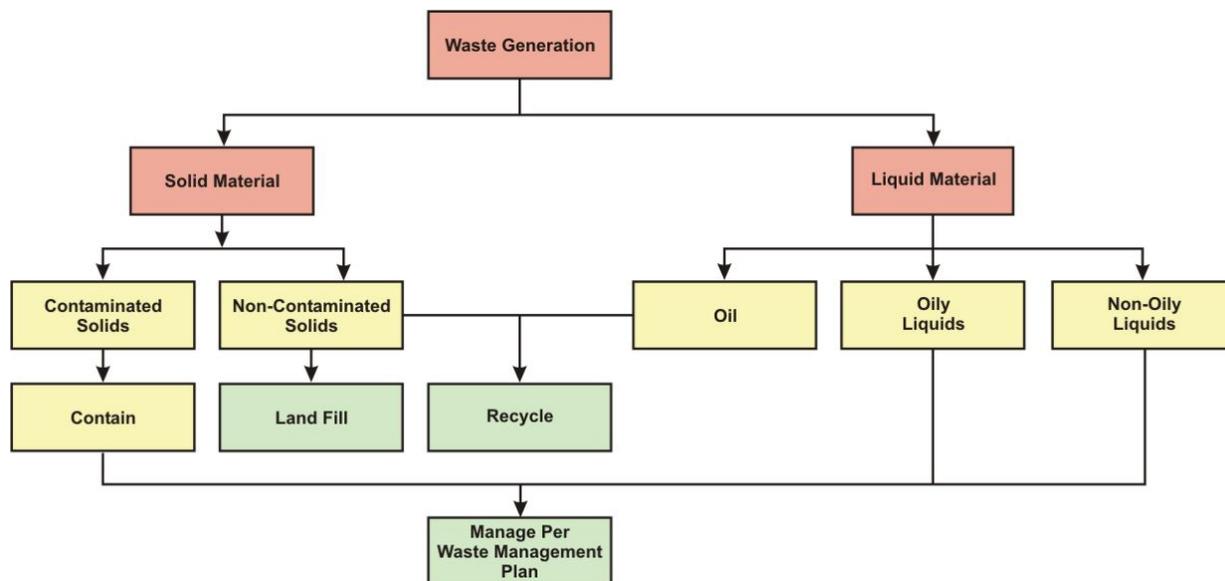


FIGURE 7.4-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST

CONSIDERATION	
Has the appropriate waste manager been contacted?	<input type="checkbox"/>
Has each container been labeled?	<input type="checkbox"/>
Waste handling process implementation are based on the material being recovered (e.g., whether a waste or reusable product)?	<input type="checkbox"/>
Has recovered material been containerized and secured?	<input type="checkbox"/>
Has each of the discrete waste streams been identified?	<input type="checkbox"/>
Has a representative sample of each waste stream requiring analysis been collected?	<input type="checkbox"/>
Has the sample been sent to a laboratory for the appropriate analysis, (i.e. hazardous waste determination)?	<input type="checkbox"/>
Has the appropriate waste classification and waste code number(s) for the individual waste streams been received?	<input type="checkbox"/>
Has a temporary EPA identification number and generator number(s) been received, if they are not already registered with EPA?	<input type="checkbox"/>
Have the services of a registered hazardous waste transporter been contracted, if waste is hazardous?	<input type="checkbox"/>
The transporter(s) being used to transport hazardous or nonhazardous waste are properly registered as required by Federal, State, or Local requirements?	<input type="checkbox"/>
Local requirements?	<input type="checkbox"/>
Is the waste being taken to an approved disposal site?	<input type="checkbox"/>
Is the manifest/Book of Lading properly completed?	<input type="checkbox"/>
Consider if permits are required?	<input type="checkbox"/>

7.4.1 Waste Storage

During an oil spill, the volume of oil that can be recovered depends on the storage capacity available. Typical short-term (temporary) storage methods are provided in **FIGURE 7.4-3**. If storage containers such as drums are used, the container should be clearly marked and labeled to indicate the type of material or waste contained. All on-site accumulation or storage activities shall be conducted by permitted facilities in accordance with applicable state and EPA requirements.

Use of an off-site storage may depend on the approval of State and Local authorities. Consider the following elements affecting the choice of a potential storage site:

- Geology
- Soil
- Surface water
- Covered materials
- Climatic factor
- Emissions
- Odor concerns
- Access
- Ground water
- Flooding
- Slope
- Capacity
- Land use
- Security
- Public contact

FIGURE 7.4-3 - TEMPORARY STORAGE METHODS

CONTAINMENT	PRODUCT						CAPACITY
	OIL	OIL/WATER	OIL/SOIL	OIL/DEBRIS (Small)	OIL/DEBRIS (Medium)	OIL/DEBRIS (Large)	
Drums	X	X	X	X			0.2-0.5 yd ³
Bags			X	X			1.0-2.0 yd ³
Boxes			X	X			1-5 yd ³
Ro top ro off	X		X	X	X	X	15-25 yd ³
Vacuum box	X	X					15-25 yd ³
Frac tank	X	X					500-20,000 ga
Poy tank	X	X					200-4,000 ga
Vacuum truck	X	X	X				2,000-5,000 ga
Tank tra er	X	X					2,000-4,000 ga
Barge	X	X					3,000+ ga
Berm, 4 ft			X	X	X	X	1 yd ³
Badders	X	X					25-1,500 ga

7.4.2 Waste Transfer

In most oil spill response operations, it may be necessary to transfer recovered oil and oil debris from one point to another several times before the oil and oily debris are ultimately disposed of at a state approved disposal site. Depending on the location of response operations, any or all of the following transfer operations may occur:

- Directly into the storage tank of a vacuum device,
- Directly into impermeable bags that, in turn, are placed in impermeable containers,
- From a vacuum device storage tank to a truck,
- From containers to trucks,
- From a tank truck to a processing system (i.e., oil/water separator),
- From a processing system to a recovery system and or incinerator,
- From a skimming vessel or flexible bladder to a barge,
- From a barge to a tank truck,
- Directly into the storage tank on a dredge,
- From portable or vessel mounted skimmers into flexible bladder tanks, the storage tanks of the skimming vessel itself, or a barge.

There are two general classes of transfer systems that could be employed for effective oily waste transfer operations. The following is a brief description of some transfer systems:

Vacuum Systems

Vacuum systems, such as air conveyors, vacuum trucks, and portable vacuum units, may be used to transfer viscous oils and debris but they usually pick up a very high water/oil ratio.

Wheeled Vehicles

Wheeled vehicles may be used to transfer liquid waste of oily debris to storage or disposal sites. These vehicles are readily available but have a limited rate (i.e., 100 bbls) and require good site access. All waste transfer activities shall be conducted by licensed transporter and carriers in accordance with applicable EPA and DOT requirements.

7.4.3 Waste Disposal

Waste must be disposed of in accordance with Federal and State requirements. Each incident should be reviewed carefully to ensure that appropriate disposal techniques are employed.

The following is a brief description of some disposal techniques available for recovered oil and oily debris.

Recycling

Recycling involves processing discarded materials for another use.

Incineration

This technique entails the destruction of the recovered oil by high temperature thermal oxidation reactions. There are licensed incineration facilities as well as portable incinerators that may be brought to a spill site. Incineration may require the approval of the local Air Pollution Control Authority.

In Situ Burning/Open Burning

Burning techniques entail igniting oil or oiled debris allowing it to burn under ambient conditions. These disposal techniques are subject to restrictions and permit requirements established by Federal, State, and Local laws.

As a general rule, in situ burning would be appropriate only when atmospheric conditions will allow the smoke to rise several hundred feet and rapidly dissipate. Smoke from burning oil will normally rise until its temperature drops to equal the ambient temperature. Afterwards, it will travel in a horizontal direction under the influence of prevailing winds.

Landfill Disposal

This technique entails burying the recovered oil in an approved landfill in accordance with regulatory procedures. Landfill disposal of free liquids is prohibited by Federal Law in the United States. All disposal activities shall be conducted by permitted disposal facilities in accordance with applicable state and EPA requirements.

FIGURE 7.4-4 - FACILITY SPECIFIC DISPOSAL VENDORS

MATERIAL	DISPOSAL FACILITY	LOCATION
Recovered Product	KPL M260.010 Waste Management Program Manual outlines the processes for managing compliance requirements triggered by the generation of Waste at KPL Owned and / or Operated assets.	KPL M260.010 Waste Management Program Manual Section 6 Treatment, Storage, and Disposal Facility (TSDF) outlines the process for selecting and vetting TSDF's for KPL Owned and/or operated assets. 5959 HWY 69 Port Arthur, TX 77642 2027 Battleground Rd. LaPort, TX 77571 2200 E Perce St Luising, TX 78648
Contaminated Soil	Same as Recovered Product.	Same as Recovered Product.
Contaminated Equipment	Same as Recovered Product.	Same as Recovered Product.
Personal Protective Equipment	Same as Recovered Product.	Same as Recovered Product.
Decontamination Solutions	Same as Recovered Product.	Same as Recovered Product.
Adsorbents and Spent Chemicals	Same as Recovered Product.	Same as Recovered Product.

SECTION 8

Last revised: February 2006

DEMOBILIZATION / POST-INCIDENT REVIEW

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8.1 Closure and Termination of the Response

8.2 Demobilization

Figure 8.2-1 - Demobilization Checklist

8.3 Post-Incident Review

8.3.1 Final Spill Cleanup Report

8.1 CLOSURE AND TERMINATION OF THE RESPONSE

In these stages, the cleanup may have reached a level of resolve satisfactory to the ICS or UCS (Unified Incident Command comprising of Federal, State, and Local agencies). However, considering the size and complexity of the event, it is possible for the cleanup to reach closure, but termination may require follow-up actions.

Closure and termination issues to consider:

- The IMT (ICS / UCS) determine each area is clean before halting cleanup operations.
- Demobilization Plan, entering final stages prioritizing the removal of equipment and personnel.
- Equipment may need both maintenance and decontamination before being demobilized.
- Facilities (staging area, Command Post, etc.) are being shut down anticipating termination of operations.
- Determine what documentation should be maintained, where, and for how long.
- Safety Plans and safety equipment are being adjusted; heightened awareness is required as the event approaches closure and termination.
- If employed, utilize the IAP to document and demonstrate agreement between the ICS / UCS (RP and Agencies) and any conditions established for the closure or termination of the event.
- Document activities that will continue after the cleanup ends; examples include incident debriefing, bioremediation, NRDA studies, claims, and legal actions.
- Consider expressing gratitude to the community, police department, fire department, and emergency crews for their work during the response.

8.2 DEMOBILIZATION

Developing a Demobilization Plan may considerably improve the efficiency and effectiveness of the demobilization process (**SECTION 5.8**). A Demobilization Checklist is provided in **FIGURE 8.2-1**.

FIGURE 8.2-1 - DEMOBILIZATION CHECKLIST

DEMOBILIZATION CHECKLIST	
Assign personnel to identify surplus resources and probable release times.	<input type="checkbox"/>
Work with Operations and Planning Group leaders to establish demobilization priorities.	<input type="checkbox"/>
Develop decontamination procedures.	<input type="checkbox"/>
Initiate equipment repair and maintenance.	<input type="checkbox"/>
Develop a Disposal Plan.	<input type="checkbox"/>
Identify shipping needs.	<input type="checkbox"/>
Identify personnel travel needs.	<input type="checkbox"/>
Develop impact assessment and statements.	<input type="checkbox"/>
Obtain concurrence of Planning and Operations Group Leaders before release of personnel or equipment.	<input type="checkbox"/>

8.3 POST-INCIDENT REVIEW

A Post-Incident review will be conducted for significant Incidents. The review shall be scaled to fit the seriousness and complexity of the incident and conducted in a timely manner. The purpose of the review is to thoroughly and objectively examine the incident based on the known facts and to determine a potential root cause using a systematic process to identify the cause of the incident.

The review must be conducted with the overall objectives of ensuring:

- Information Collection
- Team review, scaled to the complexity of the event
- Root Cause Analysis, (one member of the team must be knowledgeable in RCA methods)
- Identified and assigned action items
- Analysis and corrective action acceptance

Based on the size, seriousness, and complexity of the event, the Post-Incident Review may include or schedule a separate review to evaluate the Company's ability to:

- Follow notification procedures
- Employ staff mobilization procedures
- Operate within the response management system described in the Plan
- Follow response methods described in the Plan
- Contact and effectively utilize response equipment or contractors listed in the Plan
- Document the response actions taken

The purpose of the review is to review the efficiency and effectiveness of the response as well as identify actual or potential deficiencies in the Plan (**FIGURE A.1-4**). Appropriate changes to programs, procedures, and operations will be made based on the results of the review.

The Compliance Manager or designee is responsible for reviewing and incorporating post-drill evaluation improvements into the Plan when these improvements materially affect the Plan.

In the event of a PHMSA reportable incident, complete the Post-Accident Review Form (KPL0120).

8.3.1 Final Spill Cleanup Report

A final incident report may be prepared by the Incident Commander or designee after completion of spill cleanup activities for internal use. The report may be written in the narrative form, captured by a company form, and/or stored in a company database. It may include PREP documentation (**APPENDIX A.1**) or other agency documents, plus other information as listed below (as appropriate):

- Time, location, and date of discharge
- Type of material discharged
- Quantity discharged (indicate volume, color, length and width of slick, and rate of release if continuous)
- Source of spill (tank, flowline, etc.) in which the oil was originally contained, path of discharge, and impact area
- Detailed description of potential cause of the discharge and actions taken to control or stop the discharge
- Description of damage to the environment
- Steps taken to clean up the spilled oil along with dates and times steps were taken
- The equipment used to remove the spilled oil; dates and number of hours equipment was used
- The number of persons employed in the removal of oil from each location, including their identity, employer, and the number of hours worked at that location
- Actions by the Company or contractors to mitigate damage to the environment
- Measures taken by the Company or contractors to prevent future spills
- The Federal and State agencies to which the Company or contractors reported the discharge; show the agency, its location, the date and time of notification, and the official contacted
- Description of the effectiveness of equipment and cleanup techniques and recommendations for improvement
- The names, addresses, and titles of people who played a significant role in responding to the event
- A section identifying problems and deficiencies noted during the response event; a follow-up section should include recommended procedure modifications to make a future response more effective and efficient

APPENDICES

A. TRAINING / EXERCISES

B. CONTRACTOR RESPONSE EQUIPMENT

C. HAZARD EVALUATION AND RISK ANALYSIS

D. CROSS-REFERENCES

E. ACRONYMS AND DEFINITIONS

F. ADDITIONAL INFORMATION

APPENDIX A

TRAINING / EXERCISES

Last revised: February 2006

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A.1 Exercise Requirements and Schedules

Figure A.1-1 - Exercise Requirements

Figure A.1-2 - PREP Response Plan Core Components

Figure A.1-3 - Qualified Individual Notification Exercise

Figure A.1-4 - Spill / Exercise Documentation Form

Figure A.1-5 - Equipment Testing and Deployment Exercise Form

Figure A.1-6 - Incident Management Team Staffing Exercise Form

A.2 Training Program

Figure A.2-1 - Training Requirements

Figure A.2-2 - PREP Training Program Matrix

A.1 EXERCISE REQUIREMENTS AND SCHEDULES

The Company participates in the National Preparedness for Response Exercise Program (PREP). **FIGURE A.1-1** provides a description of the various required PREP Exercise requirements (not all exercises are necessarily required for each facility).

As prescribed in PREP, the company will test their response plan in its entirety every three years. As allowed by PREP, the company has identified individual plan components (**FIGURE A.1-2**) to be exercised in portions within the triennial cycle rather than conducting one major exercise every three years. The components (**FIGURE A.1-2**) correspond with PREP "Exercise" objectives to ensure the plan is adequate to respond to a spill event.

During each triennial cycle, components of the Plan (**FIGURE A.1-2**) are to be exercised at least once. Responding to an actual event can be credited for an exercise.

The Compliance Manager or designee is responsible for the following aspects:

- Scheduling
- Maintaining records
- Implementing
- Evaluation of the Company's training and exercise program
- Post-drill evaluation improvements
- **FIGURE A.1-3** provides a documentation form which may be used for a Qualified Individual Notification exercise. **FIGURE A.1-4** provides a Spill/Exercise Documentation form. **FIGURE A.1-5** provides an Equipment Testing and Deployment Exercise documentation form. **FIGURE A.1-6** provides an Incident Management Team Staffing Exercise documentation form. Please note, other comparable company forms may be used instead of these specific forms.

FIGURE A.1-1 - EXERCISE REQUIREMENTS

EXERCISE TYPE	EXERCISE CHARACTERISTICS
Facility/QI Notification	<ul style="list-style-type: none"> • Conducted quarterly (one per year must be performed during non-business hours) • The facility notifies mock spill notification to QI • The Qualified Individual documents time/date of notification, name, and phone number of individual contacted • Document using FIGURE A.1-3 or comparable form
Emergency Procedures	<ul style="list-style-type: none"> • Optional exercise for EPA regulated facilities • Review of facility procedures established to mitigate or prevent any discharge or substantial threat of a discharge from operational activities • An emergency procedures conducted unannounced would satisfy the facility requirement for the annual unannounced
Spill Management Teams / Table Top Exercise	
IMT (Incident Management Team)	<ul style="list-style-type: none"> • Conducted annually • Tests IMT's (SMT) response activities/responses • Documents Plans effectiveness • Must exercise worst case discharge scenario once every three years • Must test all Plan components at least once every three years • Document using FIGURE A.1-4 or comparable form
Corporate Incident Management Team (If Applicable)	<ul style="list-style-type: none"> • Conducted annually • Conduct one IMT (spill management exercise or table top) on the core response management procedures • Ensure familiarization with each response plan they are responsible for • Document using FIGURE A.1-4 or comparable form
Mutual SMT (If Applicable)	<ul style="list-style-type: none"> • Conducted annually • Conduct one IMT (spill management exercise or table top) on the plan holder (or industry type) response management procedures • One or more of the plan holder organization must participate • Ensure familiarization with each response plan they are responsible for • Document using FIGURE A.1-4 or comparable form
Equipment Deployment Exercise: Note: Where OSRO and Company owned equipment are cited, both type of equipment exercises are incorporated.	
Company Owned	<ul style="list-style-type: none"> • Facilities with company owned and operated equipment: <ul style="list-style-type: none"> • Semi-annual deploy the: <ul style="list-style-type: none"> • Minimum amount of equipment for deployment as described in PREP (1,000 ft of each type of boom and one each type of skimming system), or • Amount of Equipment necessary to respond to an average most probable at the facility, whichever is less • Pipelines with operator owned and operated equipment: <ul style="list-style-type: none"> • Annual deploy the: <ul style="list-style-type: none"> • Minimum amount of equipment for deployment as described in PREP (1,000 ft of each type of boom and one each type of skimming system), or • Amount of Equipment necessary to respond to an average most probable at the facility, whichever is less • Document using FIGURE A.1-5 or comparable form

FIGURE A.1-1 - EXERCISE REQUIREMENTS, CONTINUED

EXERCISE TYPE	EXERCISE CHARACTERISTICS
OSRO Owned (OSRO Sponsored Removal Organization)	<ul style="list-style-type: none"> • Annually for facilities and pipelines, <ul style="list-style-type: none"> • Company to acquire documentation from the OSRO demonstrating the completion of exercise requirements
Co-op	<ul style="list-style-type: none"> • OSRO based Co-ops to follow OSRO deployment requirements • Facility equipment and personnel Co-op considered an OSRO in PREP and follow the OSRO deployment requirements for facilities • Co-op personnel responsible for deploying response equipment to be involved in a training program that prepares them for operating the response equipment
Unannounced (Internal)	<ul style="list-style-type: none"> • Company whether participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, • If selected, company may take credit for participation in government initiated unannounced drills in lieu of drills required by PREP guidelines • Participants who have participated in a PREP government-initiated unannounced exercise will not be required to participate in another one for at least 36 months from the date of the exercise • Document using FIGURE A.1-4 or comparable form
Area	<ul style="list-style-type: none"> • An industry participant that participates in an Area Exercise would not be required to participate in another Area Exercise for a minimum of six years
OTHER EXERCISE CONSIDERATIONS	
Drill Program Evaluation Procedures	<ul style="list-style-type: none"> • Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later
Credit for Spill Response	<ul style="list-style-type: none"> • Credit may be taken for internal exercises in response to actual spills • Spill response must be evaluated • Determination for credit made on which exercise were completed during the spill response. • Determination should be based on whether the response would meet the objectives of the exercise stated in PREP • Credit for Unannounced should be evaluated • Document in accordance with appropriate Exercise documentation form
Records of Drills	<ul style="list-style-type: none"> • Company will maintain exercise records for five years following completion of each exercise • Company will verify appropriate records are kept for each spill response contractor stated in Plan as required by PREP guidelines (annual equipment deployment drills, train a unannounced drills, etc.)

FIGURE A.1-2 - PREP RESPONSE PLAN CORE COMPONENTS

CORE COMPONENTS	DESCRIPTION
1. Notifications	Test the notification procedures identified in the Area Contingency Plan (ACP) and the Spill Response Plan.
2. Staff mobilization	Demonstrate the ability to assemble the spill response organization identified in the ACP and the Spill Response Plan.
3. Ability to operate within the response management system described in the Plan: <ul style="list-style-type: none"> • Unified Command • Response management system 	<p>Demonstrate the ability of the spill response organization to work within a unified command.</p> <p>Demonstrate the ability of the response organization to operate within the framework of the response management system identified in the respective plans.</p>
4. Discharge control	Demonstrate the ability of the spill response organization to control and stop the discharge at the source.
5. Assessment	Demonstrate the ability of the spill response organization to provide initial assessment of the discharge and provide continuing assessments of the effectiveness of the tactical operations.
6. Containment	Demonstrate the ability of the spill response organization to contain the discharge at the source or in various locations for recovery operations.
7. Recovery	Demonstrate the ability of the spill response organization to recover the discharged product.
8. Protection	Demonstrate the ability of the spill response organization to protect the environmentally and economically sensitive areas identified in the ACP and the respective industry response plan.
9. Disposal	Demonstrate the ability of the spill response organization to dispose of the recovered material and contaminated debris.
10. Communications	Demonstrate the ability to establish an effective communications system for the spill response organization.
11. Transportation	Demonstrate the ability to establish multi-mode transportation both for execution of the discharge and support functions.
12. Personnel support	Demonstrate the ability to provide the necessary support of a personnel associated with response.
13. Equipment maintenance and support	Demonstrate the ability to maintain and support all equipment associated with the response.
14. Procurement	Demonstrate the ability to establish and effective procurement system.
15. Documentation	Demonstrate the ability of the spill response organization to document all operational and support aspects of the response and provide detailed records of decisions and actions taken.

FIGURE A.1-3 - QUALIFIED INDIVIDUAL NOTIFICATION EXERCISE

1. Date(s) QI Exercise performed:			
2. Exercise Name:			
<input type="checkbox"/> QI Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced) <input type="checkbox"/> Actual Sp			
Exercise frequency:			
<input type="checkbox"/> Quarter <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th			
3. Description of Notification Exercise / Event:			
a. Location (Facility, Pipeline, Zones):			
b. Time started:			
c. Time ended:			
d. Notification Procedure:			
4. Notification results:			
Person performing exercise:		Method of contact: Telephone, Pager, Radio, other	
Qualified Individual Name	Time Notified	Time Responded	Method of Contact
5. Exercise objective met (contacted made between the facility and qualified individual(s))? <u>Yes</u> ___ No If no, Lessons learned must be completed.			
6. Lessons learned description and persons responsible for follow-up:			
Description of Lessons Learned	Responsible corrective measures	Time Table for corrective measures	
Print Name:		Signature:	
Position:			

FIGURE A.1-4 - SPILL / EXERCISE DOCUMENTATION FORM

1. Date(s) performed:		
2. Exercise Name:		
Type of Exercise	<input type="checkbox"/> Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced)	<input type="checkbox"/> Actual Spill
Exercise, credit for:		
<input type="checkbox"/> Emergency Procedures	<input type="checkbox"/> Sp Management Team	<input type="checkbox"/> Tabletop
Exercise, frequency:		
<input type="checkbox"/> Quarter (<input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th)	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Response plan & discharge scenario used:		
<input type="checkbox"/> Average most probable	<input type="checkbox"/> Maximum most probable	<input type="checkbox"/> Worst case
3. Description of Exercise / Event:		
a. Location:		
b. Time started:		
c. Time ended:		
d. Product:		
e. How discovered:		
f. Quantity released:		
g. Affected area(s):		
h. Injuries or Hazards:		
i. Weather:		
4. Plan Objectives exercised (may be exercised at different times):		
a. <u>Sp Management Team's Knowledge of O -Sp Response Plan</u>		
	Yes	No
General Order of Response described in the Plan:		
• Discovery and Assessment (Sp Detection) Phase	<input type="checkbox"/>	<input type="checkbox"/>
• Detection methods identified	<input type="checkbox"/>	<input type="checkbox"/>
• Emergency Type (Event "Class") identified	<input type="checkbox"/>	<input type="checkbox"/>
• Sp assessment (classified discharge size & course of action) identified	<input type="checkbox"/>	<input type="checkbox"/>
Security and Response Phases		
• Initial Response	<input type="checkbox"/>	<input type="checkbox"/>
• General site assessment, details to safety, environment, & public	<input type="checkbox"/>	<input type="checkbox"/>
• Enumeration of ignition sources	<input type="checkbox"/>	<input type="checkbox"/>
• Isolation / Confirmation Source was stopped	<input type="checkbox"/>	<input type="checkbox"/>
• Establish Incident Command / field command post (ICS Structure)	<input type="checkbox"/>	<input type="checkbox"/>
• Briefing Meeting, (incident description, objectives, resources needed)	<input type="checkbox"/>	<input type="checkbox"/>
• Develop Site Safety Plan (including evacuations if necessary)	<input type="checkbox"/>	<input type="checkbox"/>
• Establish Work Zones and Perimeter Security	<input type="checkbox"/>	<input type="checkbox"/>
• Initial Incident reports completed (company forms or others e.g. ICS 201)	<input type="checkbox"/>	<input type="checkbox"/>

FIGURE A.1-4 - SPILL / EXERCISE DOCUMENTATION FORM, CONTINUED

4. Plan Objectives exercised (may be exercised at different times), Continued:		
a. Spill Management Team's Knowledge of Oil Spill Response Plan, Continued		
	Yes	No
• Sustained Response	<input type="checkbox"/>	<input type="checkbox"/>
• Objectives and priorities established with responsibilities assigned	<input type="checkbox"/>	<input type="checkbox"/>
• ICS Center established; transitioned from initial response activities	<input type="checkbox"/>	<input type="checkbox"/>
• IAP – Incident Action Plan, (Short and Long Range tactical objectives)	<input type="checkbox"/>	<input type="checkbox"/>
• Identify / provide clean-up and support resources and services	<input type="checkbox"/>	<input type="checkbox"/>
• Monitor cost; provide accounting, procurement, time recording	<input type="checkbox"/>	<input type="checkbox"/>
• Documentation of event to be recorded and / or maintained	<input type="checkbox"/>	<input type="checkbox"/>
• Coordinate Federal State and Local entities into ICS/ UCS units	<input type="checkbox"/>	<input type="checkbox"/>
• Containment and response methods established	<input type="checkbox"/>	<input type="checkbox"/>
• Closure / Termination Phases	<input type="checkbox"/>	<input type="checkbox"/>
• Closure plan / checklist to finalize ongoing clean-up and removal activities	<input type="checkbox"/>	<input type="checkbox"/>
• Demobilization plan for demobilizing resources	<input type="checkbox"/>	<input type="checkbox"/>
• Develop IAP (Incident Action Plan) for any follow-up actions	<input type="checkbox"/>	<input type="checkbox"/>
• Conduct a post incident review & document (e.g. post incident review form)	<input type="checkbox"/>	<input type="checkbox"/>
b. Proper Notification:	<input type="checkbox"/>	<input type="checkbox"/>
• Internal notifications completed (attach any available logs)	<input type="checkbox"/>	<input type="checkbox"/>
• Qualified Individual contacted and responded (attached Oil Drill form)	<input type="checkbox"/>	<input type="checkbox"/>
• External (Agency) Notifications completed (attach any available logs)	<input type="checkbox"/>	<input type="checkbox"/>
• Federal Agencies (e.g. NRC, USCG, DOT)		
• Agency _____ Date / Time _____, NRC #: _____,		
• Agency _____ Date / Time _____, NRC #: _____,		
• State (e.g. Texas General Land Office / Report Number)		
• Agency _____ Date / Time _____, Report #: _____,		
• Agency _____ Date / Time _____, Report #: _____,		
• Agency _____ Date / Time _____, Report #: _____,		
• Agency _____ Date / Time _____, Report #: _____,		
• Local (e.g. LEPC, Sheriff, 911)		
• Agency _____ Date / Time _____, Report #: _____,		
• Agency _____ Date / Time _____, Report #: _____,		
• Agency _____ Date / Time _____, Report #: _____,		
• Agency _____ Date / Time _____, Report #: _____,		
c. Communication systems:	<input type="checkbox"/>	<input type="checkbox"/>
Establish Primary/Secondary Communication System?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Primary: (Cellular Phone <input type="checkbox"/> Two Way Radio <input type="checkbox"/> Land Telephone Line <input type="checkbox"/>)		
<input type="checkbox"/> Secondary: (Cellular Phone <input type="checkbox"/> Two Way Radio <input type="checkbox"/> Land Telephone Line <input type="checkbox"/>)		
<input type="checkbox"/> Other:		

FIGURE A.1-4 - SPILL / EXERCISE DOCUMENTATION FORM, CONTINUED

d. <u>Ab ty to Access Contracted O Sp Remova Organizat ons (OSROs):</u>	<input type="checkbox"/>	<input type="checkbox"/>
Were OSRO dent fed and contacted?	<input type="checkbox"/>	<input type="checkbox"/>
Who contacted (Name of nd v dua at OSRO):		
When contacted:		
Response t me project on for dep oymen:		
Type and amount of equ pmen requested:		
e. <u>Ab ty to Coord nate Response wth On-Scene Coord nator, and app cab e Agenc es:</u>	<input type="checkbox"/>	<input type="checkbox"/>
Was regu atory on-scene coord nator(s) contacted?	<input type="checkbox"/>	<input type="checkbox"/>
L st person and agency represented:		
f. <u>Ab ty to Access Sens tive Ste & Resource Informat on n the Area Cont ngency Pan:</u>	<input type="checkbox"/>	<input type="checkbox"/>
Was Area Cont ngency Pan ava abe n the exerc se?	<input type="checkbox"/>	<input type="checkbox"/>
Were env ronmenta sens tive env ronments dent fed n the ACP?	<input type="checkbox"/>	<input type="checkbox"/>
Was sp response equ pmen dent fed n the ACP?	<input type="checkbox"/>	<input type="checkbox"/>
Ident fy whch of the 15 core components of your response p an were exerc sed:		
Organ zat ona Des gn components:		
<input type="checkbox"/> Not f cat ons <input type="checkbox"/> Staff Mob zat on		
<input type="checkbox"/> Ab ty to operate wth n the response management system descr bed n the p an		
Operat ona Response components:		
<input type="checkbox"/> D scharge contro <input type="checkbox"/> Assessment of d scharge		
<input type="checkbox"/> Contanment of the d scharge <input type="checkbox"/> Recovery of sp ed mater a		
<input type="checkbox"/> Protect on of sens tive areas <input type="checkbox"/> D sposit on of recovered mater a and contamated debr s		
Response support components:		
<input type="checkbox"/> Commun cat ons <input type="checkbox"/> Transportat on		
<input type="checkbox"/> Personne support <input type="checkbox"/> Equ pmen maintenance		
<input type="checkbox"/> Procurement <input type="checkbox"/> Documentat on		
5. Lessons earned descr pt on and persons respons b e for fo ow-up:		
Description of Lessons Learned	Responsible corrective measures	Time Table for corrective measures
Print Name:	Sgnature:	
Pos ton:		

FIGURE A.1-5 - EQUIPMENT TESTING AND DEPLOYMENT EXERCISE FORM

1. Date(s) performed:
2. Exercise Name:
Type of Equipment Deployment Exercise:
<input type="checkbox"/> Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced) <input type="checkbox"/> Actual Sp

EQUIPMENT DEPLOYMENT EXERCISE	
Equipment deployed is	<input type="checkbox"/> Company owned <input type="checkbox"/> OSRO owned <input type="checkbox"/> Both
Deployment of equipment was	<input type="checkbox"/> Exercise (<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced) <input type="checkbox"/> Actual Sp
If facility - owned, was Equipment deployed sufficient for average most probable release?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> na
If OSRO - owned, was Equipment deployed a representative sample (at least 1000 ft boom and at least on type of skimmer)?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> na
Was equipment deployed in its intended operating environment?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> na
Are facility personnel responsible for response operations involved in a comprehensive training program?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> na
Is facility response equipment involved in a comprehensive maintenance program?	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> na
Date of equipment deployment:	

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies used for equipment deployed (as stated in ACP or responders plan)	
Was a deployed equipment operation? (If no, explain)	

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies for equipment deployed (Listed in ACP or responders plan)	
Was a deployed equipment operation? (If no, explain)	
OSRO Certification (if applicable)	

FIGURE A.1-5 - EQUIPMENT TESTING AND DEPLOYMENT EXERCISE FORM, CONTINUED

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies for equipment deployed (Listed in ACP or responders plan)	
Was a deployed equipment operation? (If no, explain)	

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies for equipment deployed (Listed in ACP or responders plan)	
Was a deployed equipment operation? (If no, explain)	

ACTIVITY	INFORMATION
Item Type (e.g. boom or skimmer):	
Amount of equipment deployed:	
Number of support personnel to deploy equipment:	
Describe goal of equipment deployed	
Describe strategies for equipment deployed (Listed in ACP or responders plan)	
Was a deployed equipment operation? (If no, explain)	

2. Lessons learned description and persons responsible for follow-up:

Description of Lessons Learned	Responsible corrective measures	Time Table for corrective measures
Print Name:	Signature:	
Position:		

A.2 TRAINING PROGRAM

FIGURE A.2-1 provides training requirements for spill responders. FIGURE A.2-2 provides the program matrix.

Training records for company personnel will be maintained per company policy.

FIGURE A.2-1 - TRAINING REQUIREMENTS

TRAINING TYPE	TRAINING CHARACTERISTICS
Training in use of spill response plan	<ul style="list-style-type: none"> • Company employees will be trained to properly report and respond to spills. • Appropriate company employees are trained and drilled on the Plan.
OSHA training requirements	<ul style="list-style-type: none"> • Company responders designated in Plan will have 24 hours of initial spill response training (Haz Mat Technician level) with annual refresher. • Contract responders will be required to meet OSHA requirements under 29 CFR 1910.120
Training for casual laborers or volunteers	<ul style="list-style-type: none"> • Company will not use casual laborers/volunteers for operations requiring HAZWOPER training
Welders	<ul style="list-style-type: none"> • Only appropriately trained and approved welders, as found in the specialized support services section of this Plan, will be used to treat oil well welds
Training documentation and record maintenance	<ul style="list-style-type: none"> • Training records for each individual will be maintained as long as the individual's assigned duties under the Plan. If the retention requirement of the Company Records Retention Schedule exceeds the regulatory retention requirement, the Company Records Retention Schedule will be followed.
Facility Personnel	<ul style="list-style-type: none"> • Are trained to enable them to respond effectively to hazardous waste emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems.

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	INCIDENT MANAGEMENT TEAM (IMT)	FACILITY PERSONNEL
Captain of the Port (COTP) Zones or Environmental Protection Agency (EPA) Regions in which the facility is located	x	x	x
Notification procedures and requirements for facility owners or operators; internal response organizations; federal and state agencies; and contracted oil spill removal organizations (OSROs) and the information required for those organizations	x	x	x
Communication system used for the notifications	x	x	x
Information on the products stored, used, or transferred by the facility, including familiarity with the material safety data sheets (MSDS), special handling procedures, health and safety hazards, special freight procedures	x	x	x
Procedures the facility personnel may use to mitigate or prevent any discharge or a substantial threat of a discharge of oil resulting from facility operational activities associated with internal or external cargo transfers, storage, or use	x		
Facility personnel responsibilities and procedures for use of facility equipment which may be available to mitigate or prevent an oil discharge	x	x	x
Operational capabilities of the contracted OSROs to respond small, medium, and large discharges	x	x	x
Responsibilities and authority of the Qualified Individual (QI) as described in the Spill Response Plan and Company response organization	x	x	x
The organization structure that will be used to manage the response actions including: <ul style="list-style-type: none"> • Command and control • Public information • Safety • Liaison with government agencies • Spill response operations • Planning • Logistics support • Finance 	x	x	x
The responsibilities and duties of each Incident Management Team (IMT) within the organization structure	x	x	
The drill and exercise program to meet federal and state regulations as required under Oil Pollution Act of 1990 (OPA 90)	x	x	x
The role of the QI in the post discharge review of the Plan to evaluate and validate its effectiveness	x		
The Area Contingency Plan (ACP) for the area in which the facility is located	x	x	x
The National Contingency Plan (NCP)	x	x	x
Roles and responsibilities of federal and state agencies in pollution response	x	x	x

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX, CONTINUED

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	INCIDENT MANAGEMENT TEAM (IMT)	FACILITY PERSONNEL
Available response resources identified in the Plan	x	x	
Contracting and ordering procedures to acquire OSRO resources identified in the Plan	x	x	
OSHA requirements for worker health and safety (29 CFR 1910.120)	x	x	x
Incident Command System/Unified Command System	x	x	
Public affairs	x	x	
Crisis management	x	x	
Procedures for obtaining approval for dispersant use or in situ burning of the spill	x		
Oil spill trajectory analyses	x		
Sensitive biological areas	x	x	
This training procedure as described in the Plan for members of the IMT		x	
Procedures for the post discharge review of the plan to evaluate and validate its effectiveness		x	
Basic information on spill operations and oil spill clean-up technology including: <ul style="list-style-type: none"> • Oil containment • Oil recovery methods and devices • Equipment limitations and uses • Shoreline cleanup and protection • Spill trajectory analysis • Use of dispersants, in situ burning, bioremediation • Waste storage and disposal considerations 		x	
Hazard recognition and evaluation		x	
Site safety and security procedures		x	
Personnel management, as applicable to designated job responsibilities		x	
Procedures for directing the deployment and use of spill response equipment, as applicable to designated job responsibilities		x	x
Specific procedures to shut down effected operations			x
Procedures to follow in the event of discharge, potential discharge, or emergency involving the following equipment or scenarios: <ul style="list-style-type: none"> • Tank overfill • Tank rupture • Piping or pipeline rupture • Piping or pipeline leak, both under pressure or not under pressure, if applicable • Exposure or fire • Equipment failure • Failure of secondary containment system 			x
QI's name and how to contact him or her			x

APPENDIX B

Last revised: March 24, 2014

COOPERATIVE AND CONTRACTOR DOCUMENTS

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B.1 Cooperatives and Contractors

B.1.1 OSRO Classification

Figure B.1-1 - Evidence of Contracts

Figure B.1-2 - Equipment Lists

Figure B.1-3 - Drill Deployment Exercises

COMPANY / CONTRACTOR	APPLICABLE COTP ZONE (S)	USCG CLASSIFICATIONS	RESPONSE TIME																																																																								
Mer Environmental Services, Inc. 1560 West Cardna Dr. Beaumont Texas 77705	PORT ARTHUR	<table border="1"> <thead> <tr> <th></th> <th colspan="4">Fac t es</th> <th colspan="4">Vesse s</th> </tr> <tr> <th></th> <th>MM</th> <th>W1</th> <th>V2</th> <th>V3</th> <th>MM</th> <th>W1</th> <th>V2</th> <th>V3</th> </tr> </thead> <tbody> <tr> <td>Rver/Cana</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>In and</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Open Ocean</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Offshore</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Nearshore</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Great Lakes</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Fac t es				Vesse s					MM	W1	V2	V3	MM	W1	V2	V3	Rver/Cana	✓	✓	✓	✓	✓	✓	✓	✓	In and	✓	✓	✓	✓	✓	✓	✓	✓	Open Ocean									Offshore									Nearshore									Great Lakes									1 hours
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The following contractors are retained by the Company but are not USCG classified OSROs within this Area. *Note: "Response times" listed represent the maximum amount of hours required for the OSRO to arrive at the outer most perimeter of the Zone.*

- **FIGURE B.1-1** provides evidence of contracts with OSROs.
- **FIGURE B.1-2** provides equipment lists for contracted OSROs.
- **FIGURE 7.1-1** provides a summary of OSRO and response contractor equipment list and response times.

FIGURE B.1-1 - EVIDENCE OF CONTRACTS

- **Anderson Pollution Control, Longview, Texas**
- **Anderson Pollution Control, Victoria , Texas**
- **Eagle SWS Kilgore (Longview), Kilgore, TX**
- **Garner Environmental Services, Inc. , Port Arthur, TX**
- **Miller Environmental Services, Inc., Beaumont, Texas**
- **OMI Environmental Solutions, Port Arthur, TX**
- **OMI Environmental Solutions (Longview), Longview, Texas**
- **TAS Environmental Services, Longview, Tx**
- **U. S. Environmental Services (Orange, Tx), Orange, Texas**
- **Veolia Environmental Services, Port Arthur, Texas**
- **Anderson Pollution Control, Houston , Texas**
- **Anderson Pollution Control, Conroe, Texas**
- **Eagle SWS, (La Porte), La Porte, Texas**
- **Garner Environmental Services, Inc. (Houston Operations), Deer Park, Texas**
- **OMI Environmental Solutions (Houston), La Porte, Texas**
- **OMI Environmental Solutions (Houston), La Porte, TX**
- **U. S. Environmental Services, Deer Park, Texas**
- **U. S. Environmental Services (Texas City, Tx), Texas City, Texas**
- **Veolia Environmental Services, La Porte, Texas**

FIGURE B.1-2 - EQUIPMENT LISTS

- **Anderson Pollution Control, Longview, Texas**
- **Anderson Pollution Control, Victoria , Texas**
- Eagle SWS Kilgore (Longview), Kilgore, TX
- **Garner Environmental Services, Inc. , Port Arthur, TX**
- Miller Environmental Services, Inc., Beaumont, Texas
- **OMI Environmental Solutions, Port Arthur, TX**
- OMI Environmental Solutions (Longview), Longview, Texas
- TAS Environmental Services, Longview, Tx
- U. S. Environmental Services (Orange, Tx), Orange, Texas
- Veolia Environmental Services, Port Arthur, Texas
- **Anderson Pollution Control, Houston , Texas**
- **Anderson Pollution Control, Conroe, Texas**
- Eagle SWS, (La Porte), La Porte, Texas
- **Garner Environmental Services, Inc. (Houston Operations), Deer Park, Texas**
- **OMI Environmental Solutions (Houston), La Porte, Texas**
- **OMI Environmental Solutions (Houston), La Porte, TX**
- **U. S. Environmental Services, Deer Park, Texas**
- U. S. Environmental Services (Texas City, Tx), Texas City, Texas
- **Veolia Environmental Services, La Porte, Texas**

FIGURE B.1-3 - DRILL DEPLOYMENT EXERICSES

- **Anderson Pollution Control, Longview, Texas**
- **Anderson Pollution Control, Victoria , Texas**
- **Eagle SWS Kilgore (Longview), Kilgore, TX**
- **Garner Environmental Services, Inc. , Port Arthur, TX**
- **Miller Environmental Services, Inc., Beaumont, Texas**
- **OMI Environmental Solutions, Port Arthur, TX**
- **OMI Environmental Solutions (Longview), Longview, Texas**
- **TAS Environmental Services, Longview, Tx**
- **U. S. Environmental Services (Orange, Tx), Orange, Texas**
- **Veolia Environmental Services, Port Arthur, Texas**
- **Anderson Pollution Control, Houston , Texas**
- **Anderson Pollution Control, Conroe, Texas**
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- **U. S. Environmental Services, Deer Park, Texas**
- **U. S. Environmental Services (Texas City, Tx), Texas City, Texas**
- **Veolia Environmental Services, La Porte, Texas**

APPENDIX C

HAZARD EVALUATION AND RISK ANALYSIS

Last revised: May 1, 2014

© Technical Response Planning Corporation 2005

C.1 Spill Detection

C.2 Worst Case Discharge (WCD) Scenario Discussion

C.3 Planning Volume Calculations

C.4 Spill Volume Calculation DOT

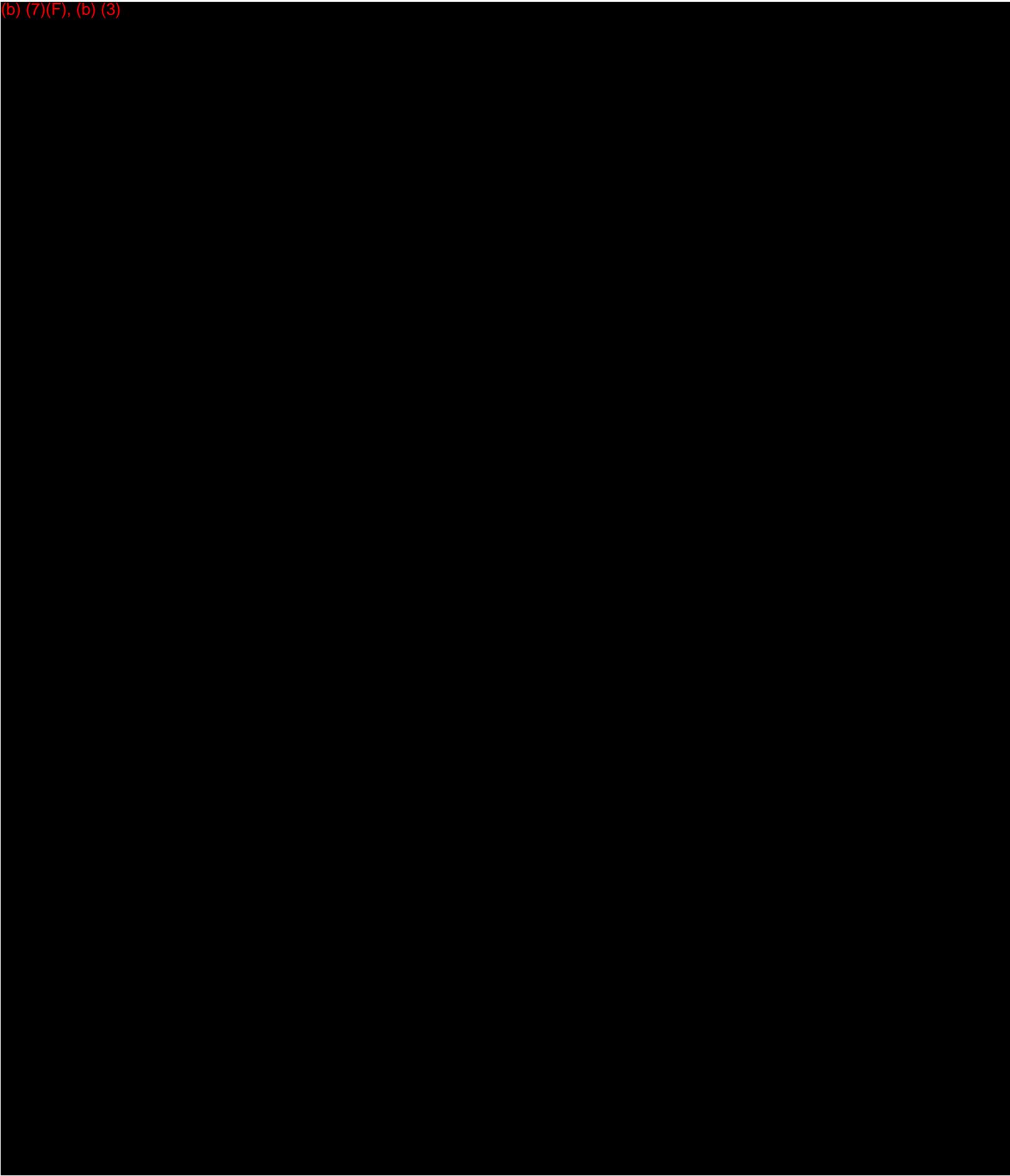
C.5 Pipeline - Abnormal Conditions

C.6 Product Characteristics and Hazards

Figure C.6-1 - Summary of Commodity Characteristics

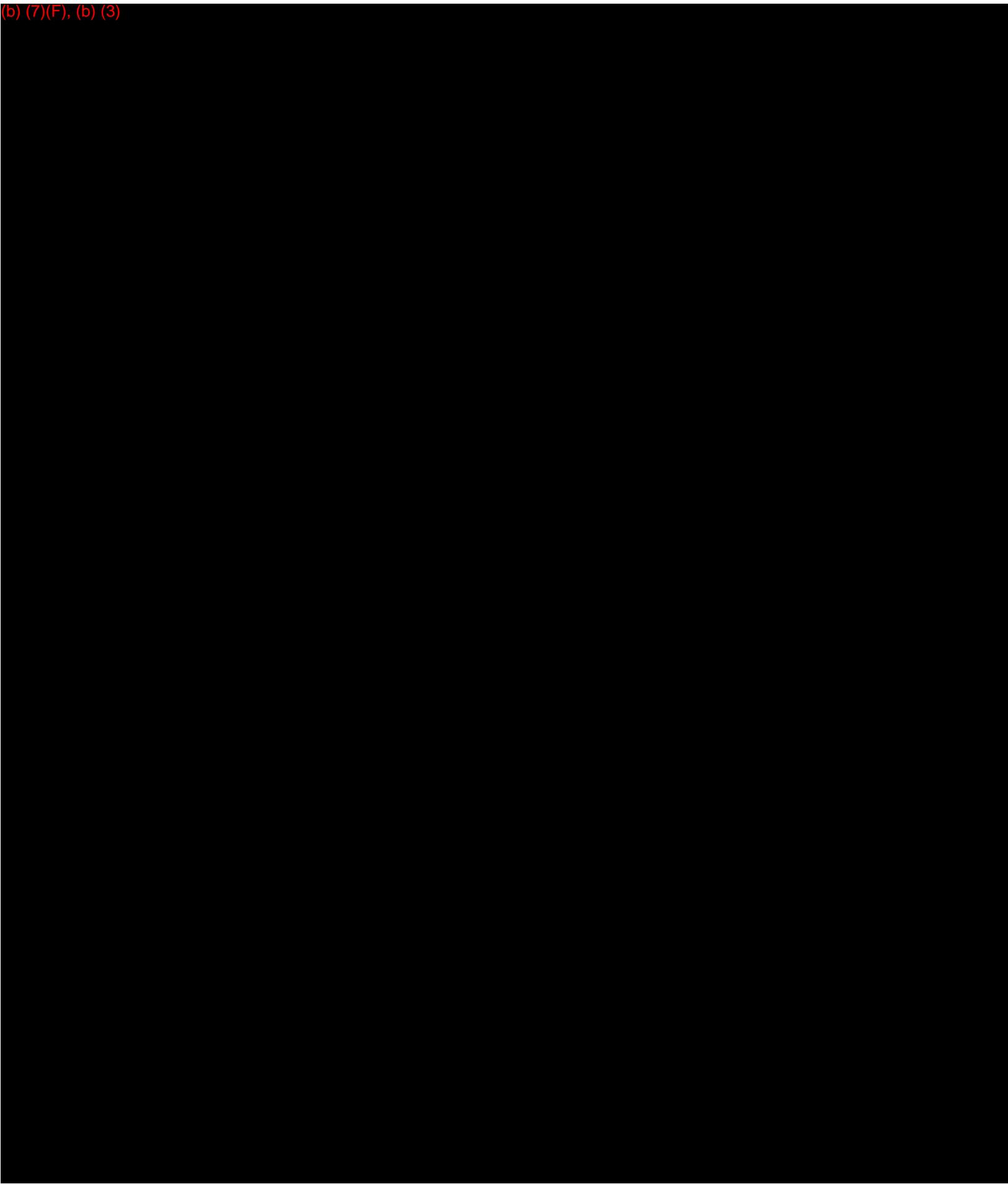
C.1 SPILL DETECTION

(b) (7)(F), (b) (3)



C.1 SPILL DETECTION, CONTINUED

(b) (7)(F), (b) (3)



C.2 WORST CASE DISCHARGE (WCD) SCENARIO DISCUSSION

The equipment and personnel to respond to a spill are available from several sources and are provided with the equipment and contractors in **SECTION 7** and **APPENDIX B**.

APPENDIX C.4 provides Worst Case Discharge calculations. Discussion of this scenario is as follows:

Upon discovery of a spill, the following procedures would be followed:

1. The First Responder would notify Supervisory Personnel and notifications would be initiated in accordance with **FIGURE 3.1-1**.
2. The Area Supervisor/Manager of Operations would assume the role of Incident Commander until relieved and would initiate response actions and notifications in accordance with **SECTION 2**. If this were a small spill, the local/company personnel may handle all aspects of the response. Among those actions would be to:
 - Conduct safety assessment in accordance with **FIGURE 2.1-1** and evacuate personnel as needed in accordance with **SECTION 2.4**
 - Direct facility responders to shut down ignition sources
 - Ensure completion of spill report form in accordance with **FIGURE 3.1-3**
 - Ensure regulatory agencies are notified (**FIGURE 3.1-5**)
3. If this were a small or medium spill, the Qualified Individual/Incident Commander may elect for the First Responder to remain the Incident Commander or to activate selected portions of the Incident Management Team. However, for a large spill, the Qualified Individual would assume the role of Incident Commander and would activate the entire Incident Management Team in accordance with activation procedures described in **SECTION 4.2**.
4. The Incident Commander would then initiate spill assessment procedures including surveillance operations, trajectory calculations, and spill volume estimating in accordance with **SECTION 2.1.3**.
5. The Incident Commander would then utilize checklists in **SECTION 4.6** as a reminder of ICS position responsibilities. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.
6. The Incident Management Team would develop the following plans, as appropriate (some of these plans may not be required during a small or medium spill):

<ul style="list-style-type: none"> • Site Safety and Health (SECTION 5.4) • Incident Action (SECTION 5.3.2) • Disposal (SECTION 5.6) 	<ul style="list-style-type: none"> • Site Security (SECTION 5.7) • Decontamination (SECTION 5.5) • Demobilization (SECTION 5.8)
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7. The response would continue until an appropriate level of cleanup is obtained.

C.3 PLANNING VOLUME CALCULATIONS

Once the Worst Case Discharge volume has been calculated, response resources must be identified to meet the requirements of 49 CFR 194.105(b). Calculations to determine sufficient amount of response equipment necessary to respond to a Worst Case Discharge is described below. A demonstration of the planning volume calculations is provided below.

C.4 SPILL VOLUME CALCULATION

DOT/PHMSA portion of pipeline/facilities

The Worst Case Discharge (WCD) for the DOT portion of the pipeline and facilities is defined in 49 CFR 194.105(b) as the largest volume, in barrels (cubic meters) of the following:

1. The pipeline's maximum release time in hours, plus the maximum shut-down response time in hours (based on historic discharge data or in the absence of such historic data, the operator's best estimate), multiplied by the maximum flow rate expressed in barrels per hour (based on the maximum daily capacity of the pipeline), plus the largest drainage volume after shutdown of the line section(s) in the response zone expressed in barrels; or
2. The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels (cubic meters), based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventative action taken; or
3. If the response zone contains one or more breakout tanks, the capacity of the single largest tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system, expressed in barrels.

Under PHMSA's current policy, operators may claim prevention credits for breakout tank secondary containment and other specific spill prevention measures as follows:

SPILL PREVENTION MEASURES	PERCENT REDUCTION ALLOWED
Secondary containment capacity greater than 100% capacity of tank and designed according to NFPA 30	50%
Tank built, rebuilt, and repaired according to API Std 620/650/653	10%
Overhead protection standards designed according to NFPA/API RP 2350	5%
Testing/cathodic protection designed according to API Std 650/651/653	5%
Tertiary containment/drainage/treatment per NFPA 30	5%
Maximum allowable credit or reduction	75%

C.4 SPILL VOLUME CALCULATION, CONTINUED**PHMSA PIPELINE SEGMENT WCD Methodology:**

For Pipeline Segments in this Response Zone, the Worst Case Discharge is calculated pursuant to 49 CFR 194.105(b)(1) as follows:

$$WCD = [(DT + ST) \times MF] + DD$$

Where:

WCD = Worst Case Discharge (bbl)

DT + ST = maximum detection time + maximum shut down time in adverse weather

MF = maximum flow rate (bph)

DD* = Pipeline drain down volume (bbl) (internal diameter/capacity for longest pipeline span between mainline block valves)

The Pipeline section, shown in the following table, with the highest throughput and largest drainage volume between block valves on pump stations has been chosen to calculate the pipeline Worst Case Discharge. Although the entire discharge volume of each line is used for the Worst Case Discharge, in an actual spill event, a pipeline may not drain out completely due to elevation profiles of the pipeline segment; in addition, the pipeline would be plugged, patched, or sealed (clamped) early in the response effort.

LINE SEGMENT	(DT + ST) (Hours)	MF (BPH)	DD* (BBLs)	WCD (BBLs)	PRODUCT TYPE
(b) (7)(F), (b) (3)					

(b) (7)(F), (b) (3)

The "Zone" Worst Case Discharge Determination:

(b) (7)(F), (b) (3)

C.5 PIPELINE - ABNORMAL CONDITIONS

Abnormal Operations" under 49 CFR 195.402(d) may be a "substantial threat" that could pose a threat to Worst Case Discharge. Procedures to identify Abnormal Operations and actions to take for preventing and mitigating such events and conditions, are described in the Operating, Maintenance, and Emergency Procedures for Hazardous Liquids Manual.

C.6 PRODUCT CHARACTERISTICS AND HAZARDS

This Facility may store various types of commodities including but not limited to:

- 1, 3-Butadiene
- Acetylene
- Anhydrous Ammonia
- Benzene
- Crude Butadiene
- Cyclohexane
- Ethane
- Ethylene
- Hydrogen
- Methane
- Naphtha
- Natural Gas
- Natural Gasoline
- Nitrogen
- Oxygen
- Propane
- Propylene – Ref. Grade
- Propylene, Chem Grade
- Pyrolysis Gasoline
- Reformate UDEX Charge
- Udex Raffinate

MSDS can be obtained by the facility in the Employee Right To Know Stations, additionally MSDS may also be available electronically via intra and internet.

FIGURE C.6-1 describes primary oils handled.

FIGURE C.6-1 - SUMMARY OF COMMODITY CHARACTERISTICS

COMMON NAME	MSDS NAME	HEALTH HAZARD	FLASH POINT	SPECIAL HAZARD	REACTIVITY	HEALTH HAZARD WARNING STATEMENT
1, 3 Butadiene	Butadiene	2	4	Unstable C	2	Frostbite danger to eyes and skin. Irritating to eyes and respiratory tract. Headache and dizziness may occur from inhalation.
Acetylene	Acetylene	0	4	Asphyxiant	3	Contact may cause reddening, itching and inflammation. Skin contact may cause harmful effects in other parts of the body.
Anhydrous Ammonia	Ammonia (Damne)	3	1	Toxic	0	Poisonous; may be fatal if inhaled
Benzene	Benzene	1	2	n/a	3	Contact may cause reddening, itching and inflammation. Skin contact may cause harmful effects in other parts of the body.
Crude Butadiene	Crude Butadiene	2	4	n/a	2	Direct contact may cause frostbite and skin damage. Short term contact may result in tissue destruction and severe burns. Direct contact may cause eye damage. Breathing high concentrations may be harmful. Overexposure may cause systemic damage including target organ effects listed under "Toxicological Information" (Section 11)
Cyclohexane		1	3		0	VAPORS MAY CAUSE EYE AND RESPIRATORY TRACT IRRITATION BREATHING HIGH CONCENTRATIONS CAN CAUSE IRREGULAR HEARTBEATS WHICH MAY BE FATAL MAY BE HARMFUL OR FATAL IF SWALLOWED MAY CAUSE LUNG DAMAGE OVEREXPOSURE MAY CAUSE CNS DEPRESSION
Ethane	stable	1	4		0	INHALATION MAY PRODUCE MILD INTOXICATION, DROWSINESS, OR CHRONIC LOSS OF COORDINATION. HIGH CONCENTRATIONS PRODUCE HAZARDS AND INTOXICATION FOLLOWED BY LOSS OF CONSCIOUSNESS, SPECIAL HEALTH ASPHYXIATION, AND DEATH.
Ethylene	Ethylene	2	4	A	1	MAY REDUCE OXYGEN AVAILABLE FOR BREATHING OVEREXPOSURE MAY CAUSE CNS DEPRESSION BREATHING HIGH CONCENTRATIONS CAN CAUSE IRREGULAR HEARTBEATS WHICH MAY BE FATAL DIRECT CONTACT WITH GAS UNDER PRESSURE MAY CAUSE FROSTBITE (COLD BURNS).
Hydrogen	Hydrogen	0	4	n/a	0	In high concentrations may cause asphyxiation. Symptoms may include loss of mobility/consciousness. Victim may not be aware of asphyxiation. Asphyxiation may bring about unconsciousness without warning and so rapidly that victim may be unable to protect themselves
Methane	Methane	1	3	Toxic	0	Avoid exposure, especially ingestion
Naphtha	Naphtha	2	3	C	0	VAPORS MAY CAUSE EYE AND RESPIRATORY TRACT IRRITATION BREATHING HIGH CONCENTRATIONS CAN CAUSE IRREGULAR HEARTBEATS WHICH MAY BE FATAL MAY BE HARMFUL OR FATAL IF SWALLOWED MAY CAUSE LUNG DAMAGE OVEREXPOSURE MAY CAUSE CNS DEPRESSION DANGER CONTAINS BENZENE CANCER HAZARD CAN CAUSE

						LEUKEMIA AND OTHER BLOOD DISORDERS
Natural Gas	Natural Gas (Methane)	1	4	A	0	Avoid ignition sources, check for explosive atmosphere
Natural Gasoline	Natural Gasoline	1	4	C	0	
Nitrogen	Nitrogen	1	0	Asphyxiant	0	Prompt medical attention is mandatory in all cases of overexposure to this gas. Rescue personnel should wear a self-contained breathing apparatus.
Oxygen	Oxygen	0	0	Oxidizer	0	Inhalation of this product may cause hyperoxia.
Propane	Appropriate product name	1	1	n/a	4	Contact with liquefied materials may cause frostbite. Short term contact may result in tissue destruction and severe burns.
Propylene Ref. Grade	Propylene (Chemical Grade)	2	4	A	0	MAY REDUCE OXYGEN AVAILABLE FOR BREATHING OVEREXPOSURE MAY CAUSE CNS DEPRESSION BREATHING HIGH CONCENTRATIONS CAN CAUSE IRREGULAR HEARTBEATS WHICH MAY BE FATAL DIRECT CONTACT WITH GAS UNDER PRESSURE MAY CAUSE FROSTBITE (COLD BURNS).
Propylene, Chemical Grade	Propylene, Chemical Grade	1	4		1	MAY REDUCE OXYGEN AVAILABLE FOR BREATHING OVEREXPOSURE MAY CAUSE CNS DEPRESSION
Pyrolysis Gasoline	Pygas	1	3	C	0	CONTAINS BENZENE CANCER HAZARD; CONTAINS TOLUENE WHICH MAY CAUSE NERVOUS SYSTEM DAMAGE. CONTAINS STYRENE MAY CAUSE CANCER BASED ON ANIMAL DATA
Reformate UDEX Charge	UNDEX Feed	2	3	C	0	CONTAINS BENZENE; CANCER HAZARD. HARMFUL OR FATAL IF SWALLOWED. CHRONIC INHALATION OF VAPOURS MAY RESULT IN BLOOD ABNORMALITIES AND CENTRAL NERVOUS SYSTEM DEPRESSION. LIVER AND KIDNEYS EFFECT HAVE BEEN REPORTED IN STUDIES WITH EXPERIMENTAL ANIMALS.
Udex Reformate	Reformate Gasoline	1	4	n/a	0	Vapors may cause eye and respiratory tract irritation. Breathing high concentrations can cause irregular heartbeats which may be fatal. May be harmful or fatal if swallowed. May cause lung damage. Danger contains benzene cancer hazard. Can cause Leukemia and other blood disorders. Overexposure may cause CNS depression. See "Toxicological Information" (section 11) for more information.
Health Hazard	4 = Extremely Hazardous 3 = Hazardous 2 = Warning 1 = Slightly Hazardous 0 = No Unusual Hazard			Fire Hazard (Flash Point)	4 = Below 73° F, 22° C 3 = Below 100° F, 37° C 2 = Below 200° F, 93° C 1 = Above 200° F, 93° C 0 = Will not burn	
Special Hazard	A = Asphyxiant C = Contains Carcinogen W = Reacts with Water Y = Radiation Hazard COR = Corrosive OX = Oxidizer H ₂ S = Hydrogen Sulfide P = Contents under Pressure T = Hot Material			Reactivity Hazard	4 = May Detonate at Room Temperature 3 = May Detonate with Heat or Shock 2 = Violent Chemical Change with High Temperature and Pressure 1 = Not Stable if Heated 0 = Stable	

APPENDIX D

CROSS-REFERENCES

Last revised: January 2005

Figure D-1 - DOT / PHMSA Cross-Reference

Figure D-2 - OSHA Cross-Reference

Figure D-3 - EPA / RCRA Cross-Reference

Figure D-4 - TGLO Cross-Reference

FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Information Summary	
<ul style="list-style-type: none"> • For the core plan: 	
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Name and address of operator 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • For each Response Zone which contains one or more line sections that meet the criteria for determining significant and substantial harm (§194.103), listing and description of Response Zones, including county(s) and state(s) 	Figure 1-2
<ul style="list-style-type: none"> • For each Response Zone appendix: 	
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Information summary for core plan 	Section 1
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • QI names and telephone numbers, available on 24-hr basis 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Description of Response Zone, including county(s) and state(s) in which a worst case discharge could cause substantial harm to the environment 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • List of line sections contained in Response Zone, identified by milepost or survey station or other operator designation 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • Basis for operator's determination of significant and substantial harm 	Figure 1-2
<ul style="list-style-type: none"> <ul style="list-style-type: none"> • The type of oil and volume of the worst case discharge 	Appendix C
<ul style="list-style-type: none"> • Certification that the operator has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or threat of such discharge 	Section 1.2, Appendix B
Notification Procedures	
<ul style="list-style-type: none"> • Notification requirements that apply in each area of operation of pipelines covered by the plan, including applicable state or local requirements 	Section 3
<ul style="list-style-type: none"> • Checklist of notifications the operator or Qualified Individual is required to make under the response plan, listed in the order of priority 	Section 3.1
<ul style="list-style-type: none"> • Name of persons (individuals or organizations) to be notified of discharge, indicating whether notification is to be performed by operating personnel or other personnel 	Section 3.1, Figure 3.1-4
<ul style="list-style-type: none"> • Procedures for notifying Qualified Individuals 	Figure 3.1-1, Section 4.5, Figure 4.5-1
<ul style="list-style-type: none"> • Primary and secondary communication methods by which notifications can be made 	Section 7.1.6

FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
<ul style="list-style-type: none"> • Information to be provided in the initial and each follow-up notification, including the following: <ul style="list-style-type: none"> • Name of pipeline • Time of discharge • Location of discharge • Name of oil recovered • Reason for discharge (e.g. material failure, excavation damage, corrosion) • Estimated volume of oil discharged • Weather conditions on scene • Actions taken or planned by persons on scene 	Figure 3.1-3
Spill Detection and On-Scene Spill Mitigation Procedures	
<ul style="list-style-type: none"> • Methods of initial discharge detection 	Appendix C.1
<ul style="list-style-type: none"> • Procedures, listed in order of priority, that personnel are required to follow in responding to a pipeline emergency to mitigate or prevent any discharge from the pipeline 	Section 2
<ul style="list-style-type: none"> • List of equipment that may be needed in response activities based on land and navigable waters including: <ul style="list-style-type: none"> • Transfer hoses and pumps • Portable pumps and ancillary equipment • Facilities available to transport and receive oil from a leaking pipeline 	Section 7.1.1, Appendix B
<ul style="list-style-type: none"> • Identification of the availability, location, and contact phone numbers to obtain equipment for response activities on a 24-hour basis 	Figure 3.1-6, Appendix B
<ul style="list-style-type: none"> • Identification of personnel and their location, telephone numbers, and responsibilities for use of equipment in response activities on a 24-hour basis 	Figure 3.1-4, Figure 3.1-6, Appendix B
Response Activities	
<ul style="list-style-type: none"> • Responsibilities of, and actions to be taken by, operating personnel to initiate and supervise response actions pending the arrival of the Qualified Individual or other response resources identified in the response plan 	Section 2, Section 4.5, Appendix B
<ul style="list-style-type: none"> • Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan 	Section 4.5
<ul style="list-style-type: none"> • Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions 	Section 4.4, Section 4.5
<ul style="list-style-type: none"> • Oil spill response organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum extent practicable 	Appendix B
<ul style="list-style-type: none"> • For each organization identified under paragraph (d), a listing of: <ul style="list-style-type: none"> • Equipment and supplies available • Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response 	Appendix B

FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
List of Contacts	
<ul style="list-style-type: none"> • List of persons the Plan requires the operator to contact 	Figure 3.1-1
<ul style="list-style-type: none"> • Qualified individuals for the operator's areas of operation 	Figure 1-2
<ul style="list-style-type: none"> • Applicable insurance representatives or surveyors for the operator's areas of operation 	Figure 3.1-7
<ul style="list-style-type: none"> • Persons or organizations to notify for activation of response resources 	Figure 3.1-1
Training Procedures	
<ul style="list-style-type: none"> • Description of training procedures and programs of the operations 	Appendix A.2
Drill Procedures	
<ul style="list-style-type: none"> • Announced and unannounced drills 	Appendix A.1
<ul style="list-style-type: none"> • Types of drills and their frequencies; for example: <ul style="list-style-type: none"> • Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly • Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly • Shore-based spill management team (SMT) tabletop drills conducted yearly • Oil spill removal organization field equipment deployment drills conducted yearly • A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years 	Appendix A.1
Response Plan review and update procedures	
<ul style="list-style-type: none"> • Procedures to meet §194.121 	Section 1.2
<ul style="list-style-type: none"> • Procedures to review plan after a worst case discharge and to evaluate and record the plan's effectiveness 	Section 1.2, Appendix C
Response zone appendices	
Each response zone appendix would provide the following information:	
<ul style="list-style-type: none"> • Name and telephone number of the qualified individual 	Figure 1-2
<ul style="list-style-type: none"> • Notification procedures 	Section 3
<ul style="list-style-type: none"> • Spill detection and mitigation procedures 	Section 2.1, Appendix C
<ul style="list-style-type: none"> • Name, address, and telephone number of oil spill response organization 	Figure 3.1-6, Appendix B
<ul style="list-style-type: none"> • Response activities and response resources including: <ul style="list-style-type: none"> • Equipment and supplies necessary to meet §194.115 • Trained personnel necessary to sustain operation of the equipment and to staff the oil spill response organization and spill management team for the first seven days of the response 	Appendix A, Appendix B

FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
<ul style="list-style-type: none"> • Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities 	Figure 3.1-5
<ul style="list-style-type: none"> • Worst case discharge volume 	Appendix C
<ul style="list-style-type: none"> • Method used to determine the worst case discharge volume, with calculations 	Appendix C
<ul style="list-style-type: none"> • A map that clearly shows: <ul style="list-style-type: none"> • Location of worst case discharge • Distance between each line section in the Response Zone: <ul style="list-style-type: none"> • Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section • Each potentially affected environmentally sensitive area within a radius of one mile of the line section 	Figure 1-3, Section 6.6
<ul style="list-style-type: none"> • Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified 	Figure 1-2
<ul style="list-style-type: none"> • For every oil transported by each pipeline in the response zone, emergency response data that: <ul style="list-style-type: none"> • Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods • Meet 29 CFR 1910.1200 or 49 CFR 172.602 	Figure C.6-1

FIGURE D-2 - OSHA CROSS-REFERENCE

EAP REQUIREMENTS (29 CFR 1910.38 [a] [2])	LOCATION
<ul style="list-style-type: none"> • Emergency escape procedures and emergency escape route assignments 	Section 2, Figure 1-4
<ul style="list-style-type: none"> • Procedures to be followed by employees who remain to operate critical plant operations before they evacuate 	N/A
<ul style="list-style-type: none"> • Procedures to account for all employees after emergency evacuation has been completed 	Section 2
<ul style="list-style-type: none"> • Rescue and medical duties for those employees who are to perform them 	Section 2
<ul style="list-style-type: none"> • The preferred means of reporting fires and other emergencies 	Section 2, Figure 3.1-1
<ul style="list-style-type: none"> • Names of regular job titles of persons or departments who can be contacted for further information or explanation of duties under the plan 	Figure 3.1-4, Section 4.6

ERP REQUIREMENTS (29 CFR 1910.120 [I] [2])	LOCATION
<ul style="list-style-type: none"> • Pre-emergency planning 	Appendix C
<ul style="list-style-type: none"> • Personnel roles, lines of authority, and communication 	Section 4.4, Section 4.6, Section 7.1.6
<ul style="list-style-type: none"> • Emergency recognition and prevention 	Section 2
<ul style="list-style-type: none"> • Safe distances and places of refuge 	Section 2
<ul style="list-style-type: none"> • Site security and control 	Section 5.7, Section 7.3
<ul style="list-style-type: none"> • Decontamination procedures which are not covered by the site safety and health plan 	Section 5.5
<ul style="list-style-type: none"> • Emergency medical treatment and first aid 	Section 2
<ul style="list-style-type: none"> • Emergency alerting and response procedures 	Section 3
<ul style="list-style-type: none"> • Critique of response and follow-up 	Section 8.3
<ul style="list-style-type: none"> • PPE and emergency equipment 	Section 7, Appendix B

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE

EPA / RCRA REQUIREMENTS (40 CFR PART 265.16)		LOCATION
§ 265.16	Applicability	
a	(1) Facility personnel must successfully complete a program of classroom instruction or on-the-job training that teaches them to perform their duties in a way that ensures the facility's compliance with the requirements of this part. The owner or operator must ensure that this program includes all the elements described in the document required under paragraph (d)(3) of this section.	Figure A.2-1
	(2) This program must be directed by a person trained in hazardous waste management procedures, and must include instruction which teaches facility personnel hazardous waste management procedures (including contingency plan implementation) relevant to the positions in which they are employed.	Figure A.2-1
	(3) At a minimum, the training program must be designed to ensure that facility personnel are able to respond effectively to emergencies by familiarizing them with emergency procedures, emergency equipment, and emergency systems, including where applicable: (i) Procedures for using, inspecting, repairing, and replacing facility emergency and monitoring equipment; (ii) Key parameters for automatic waste feed cut-off systems; (iii) Communications or alarm systems; (iv) Response to fires or explosions; (v) Response to ground-water contamination incidents; and (vi) Shutdown of operations.	Appendix A.1, Appendix A.2
	(4) For facility employees that receive emergency response training pursuant to Occupational Safety and Health Administration (OSHA) regulations 29 CFR 1910.120(p)(8) and 1910.120(q), the facility is not required to provide separate emergency response training pursuant to this section, provided that the overall facility training meets all the requirements of this section.	Appendix A.1, Appendix A.2
b	Facility personnel must successfully complete the program required in paragraph (a) of this section within six months after the effective date of these regulations or six months after the date of their employment or assignment to a facility, or to a new position at a facility, whichever is later. Employees hired after the effective date of these regulations must not work in unsupervised positions until they have completed the training requirements of paragraph (a) of this section.	Figure A.2-1
c	Facility personnel must take part in an annual review of the initial training required in paragraph (a) of this section.	Figure A.2-1

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.16)		LOCATION
§ 265.16	Applicability	
d	<p>The owner or operator must maintain the following documents and records at the facility:</p> <p>(1) The job title for each position at the facility related to hazardous waste management, and the name of the employee filling each job;</p> <p>(2) A written job description for each position listed under paragraph (d)(1) of this Section. This description may be consistent in its degree of specificity with descriptions for other similar positions in the same company location or bargaining unit, but must include the requisite skill, education, or other qualifications, and duties of facility personnel assigned to each position;</p> <p><u>Facility Manager</u> – (typically the terminal or station manager) responsible for the overall hazardous and non-hazardous waste management functions at the facility.</p> <p><u>Facility Hazardous Waste Technician</u> – responsible for hazardous waste management functions at the facility as directed by the Facility Environmental Manager; typically performs physical hands-on waste activities including moving, storage and labeling of containers, collecting samples, performing weekly waste container inspections, and oversight of offsite waste shipments.</p> <p>(3) A written description of the type and amount of both introductory and continuing training that will be given to each person filling a position listed under paragraph (d)(1) of this section;(4) Records that document that the training or job experience required under paragraphs (a), (b), and (c) of this section has been given to, and completed by, facility personnel.</p>	<p>Figure 3.1-4</p> <p>Figure D-3</p> <p>Figure A.2-1</p>
e	<p>Training records on current personnel must be kept until closure of the facility. Training records on former employees must be kept for at least three years from the date the employee last worked at the facility. Personnel training records may accompany personnel transferred within the same company.</p>	Figure A.2-1

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.30 - 265.37)		LOCATION
§ 265.30	Applicability	
	The regulations in this subpart apply to owners and operators of all hazardous waste facilities, except as §265.1 provides otherwise.	
§ 265.31	Maintenance and operation of facility.	
	Facilities must be maintained and operated to minimize the possibility of a fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment.	
§ 265.32	Required equipment.	
	All facilities must be equipped with the following, unless none of the hazards posed by waste handled at the facility could require a particular kind of equipment specified below:	
a	An internal communications or alarm system capable of providing immediate emergency instruction (voice or signal) to facility personnel;	Section 7.1.6
b	A device, such as a telephone (immediately available at the scene of operations) or a hand-held two-way radio, capable of summoning emergency assistance from local police departments, fire departments, or State or local emergency response teams;	Section 7.1.6
c	Portable fire extinguishers, fire control equipment (including special extinguishing equipment, such as that using foam, inert gas, or dry chemicals), spill control equipment, and decontamination equipment; and	Section 7.1.1, Figure C-8
d	Water at adequate volume and pressure to supply water hose streams, or foam producing equipment, or automatic sprinklers, or water spray systems.	N/A
§ 265.33	Testing and maintenance of equipment.	
	All facility communications or alarm systems, fire protection equipment, spill control equipment, and decontamination equipment, where required, must be tested and maintained as necessary to assure its proper operation in time of emergency.	Appendix A.1
§ 265.34	Access to communications or alarm system.	
a	Whenever hazardous waste is being poured, mixed, spread, or otherwise handled, all personnel involved in the operation must have immediate access to an internal alarm or emergency communication device, either directly or through visual or voice contact with another employee, unless such a device is not required under §265.32.	Not Applicable

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.30 - 265.37)		LOCATION
§ 265.34	Access to communications or alarm system.	
b	If there is ever just one employee on the premises while the facility is operating, he must have immediate access to a device, such as a telephone (immediately available at the scene of operation) or a hand-held two-way radio, capable of summoning external emergency assistance, unless such a device is not required under §265.32.	Section 7.1.6
§ 265.35	Required aisle space.	
	The owner or operator must maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment, and decontamination equipment to any area of facility operation in an emergency, unless aisle space is not needed for any of these purposes.	Section 2.1.3
§ 265.37	Arrangements with local authorities.	
a	The owner or operator must attempt to make the following arrangements, as appropriate for the type of waste handled at his facility and the potential need for the services of these organizations:	
	(1) Arrangements to familiarize police, fire departments, and emergency response teams with the layout of the facility, properties of hazardous waste handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to roads inside the facility, and possible evacuation routes;	Section 1.1
	(2) Where more than one police and fire department might respond to an emergency, agreements designating primary emergency authority to a specific police and a specific fire department, and agreements with any others to provide support to the primary emergency authority;	Section 1.1
	(3) Agreements with State emergency response teams, emergency response contractors, and equipment suppliers; and	Appendix B
	(4) Arrangements to familiarize local hospitals with the properties of hazardous waste handled at the facility and the types of injuries or illnesses which could result from fires, explosions, or releases at the facility.	Section 1.1
b	Where State or local authorities decline to enter into such arrangements, the owner or operator must document the refusal in the operating record.	Section 1.1

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.50	Applicability	
	The regulations in this subpart apply to owners and operators of all hazardous waste facilities, except as 265.1 provides otherwise.	Section 1.1
§ 265.51	Purpose and Implementation of Contingency Plan	
a	Each owner or operator must have a contingency plan for his facility. The contingency plan must be designed to minimize hazards to human health or the environment from fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water.	Section 1.1
b	The provisions of the plan must be carried out immediately whenever there is a fire, explosion, or release of hazardous waste or hazardous waste constituents that could threaten human health or the environment.	Section 1.1
§ 265.52	Content of Contingency Plan	
a	The contingency plan must describe the actions facility personnel must take to comply with 265.51 and 265.56 in response to fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water at the facility.	Section 2
b	If the owner or operator has already prepared a Spill Prevention, Control, and Countermeasure (SPCC) Plan in accordance with Part 112 of this chapter, or Part 1510 of Chapter V, or some other emergency or contingency plan, he need only amend that plan to incorporate hazardous waste management provisions that are sufficient to comply with the requirements of this part.	Section 7.4
c	The plan must describe arrangements agreed to by local police departments, fire departments, hospitals, contractors, and State and local emergency response teams to coordinate emergency services, pursuant to 265.37.	Figure 3.1-3
d	The plan must list names, addresses, and phone numbers (office and home) of all persons qualified to act as emergency coordinator (see 265.55), and this list must be kept up to date. Where more than one person is listed, one must be named as primary emergency coordinator and others must be listed in the order in which they will assume responsibility as alternates.	Figure 1-2
e	The plan must include a list of all emergency equipment at the facility (such as fire extinguishing systems, spill control equipment, communications and alarm systems (internal and external), and decontamination equipment), where this equipment is required. This list must be kept up to date. In addition, the plan must include the location and a physical description of each item on the list, and a brief outline of its capabilities.	Section 7.1

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.52	Content of Contingency Plan, Continued	
f	The plan must include an evacuation plan for facility personnel where there is a possibility that evacuation could be necessary. This plan must describe signal(s) to be used to begin evacuation, evacuation routes, and alternate evacuation routes (in cases where the primary routes could be blocked by releases of hazardous waste or fires).	Section 2.4, Figure 1-4
§ 265.53	Copies of Contingency Plan	
	A copy of the contingency plan and a revisions to the plan must be:	----
a	Maintained at the facility, and	Section 1.2
b	Submitted to local police departments, fire departments, hospitals, and State and local emergency response teams that may be called upon to provide emergency services.	Section 1.2
§ 265.54	Amendment of Contingency Plan	
	The contingency plan must be reviewed, and immediately amended, if necessary, whenever:	----
a	Applicable regulations are revised;	Section 1.2
b	The plan fails in an emergency;	Section 1.2
c	The facility changes in its design, construction, operation, maintenance, or other circumstances in a way that materially increases the potential for fires, exposures, or releases of hazardous waste or hazardous waste constituents, or changes the response necessary in an emergency;	Section 1.2
d	The list of emergency coordinators changes; or	Section 1.2
e	The list of emergency equipment changes.	Section 1.2
§ 265.55	Emergency Coordinator	
	<p>At a times, there must be at least one employee either on the facility premises or on call (i.e., available to respond to an emergency by reaching the facility within a short period of time) with the responsibility for coordinating a emergency response measures. This emergency coordinator must be thoroughly familiar with all aspects of the facility's contingency plan, all operations and activities at the facility, the location and characteristics of waste handled, the location of all records within the facility, and the facility layout. In addition, this person must have the authority to commit the resources needed to carry out the contingency plan.</p> <p><i>[Comment: The emergency coordinator's responsibilities are more fully spelled out in 265.56. Applicable responsibilities for the emergency coordinator vary, depending on factors such as type and variety of waste(s) handled by the facility, and type and complexity of the facility].</i></p>	Figure 1-2, Section 4.5, Appendix A

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.56	Emergency Procedures	
a	Whenever there is an imminent or actual emergency situation, the emergency coordinator (or his designee when the emergency coordinator is on call) must immediately:	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5
a(1)	Activate internal facility alarms or communication systems, where applicable, to notify all facility personnel; and	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5
a(2)	Notify appropriate State or local agencies with designated response roles if their help is needed.	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5
b	Whenever there is a release, fire, or explosion, the emergency coordinator must immediately identify the character, exact source, amount, and a real extent of any released materials. He may do this by observation or review of facility records or manifests and, if necessary, by chemical analysis.	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5
c	Concurrently, the emergency coordinator must assess possible hazards to human health or the environment that may result from the release, fire, or explosion. This assessment must consider both direct and indirect effects of the release, fire, or explosion (e.g., the effects of any toxic, irritating, or asphyxiating gases that are generated, or the effects of any hazardous surface water run-offs from water or chemical agents used to control fire and heat-induced explosions).	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5
d	If the emergency coordinator determines that the facility has had a release, fire, or explosion which could threaten human health, or the environment, outside of the facility, he must report his findings as follows:	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5
d(1)	If his assessment indicates that evacuation of local areas may be advisable, he must immediately notify appropriate local authorities. He must be available to help appropriate officials decide whether local areas should be evacuated; and	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5
d(2)	He must immediately notify either the government official designated as the on-scene coordinator for that geographical area (in the applicable regional contingency plan under Part 1510 of this Title), or the National Response Center (using their 24-hour toll free number 800/424-8802). The report must include:	Section 2.1.3, Figure 2.2-2, Figure 2.3-4, Section 4.5, Figure 3.1-2
d(2)(i)	Name and telephone number of reporter:	Figure 3.1-2, Figure 3.1-3
d(2)(ii)	Name and address of facility;	Figure 3.1-2, Figure 3.1-3
d(2)(iii)	Time and type of incident (e.g., release, fire);	Figure 3.1-2, Figure 3.1-3
d(2)(iv)	Name and quantity of material(s) involved, to the extent known;	Figure 3.1-2, Figure 3.1-3
d(2)(v)	The extent of injuries, if any; and	Figure 3.1-2, Figure 3.1-3
d(2)(vi)	The possible hazards to human health, or the environment, outside the facility.	Figure 3.1-2, Figure 3.1-3

FIGURE D-3 - EPA / RCRA CROSS-REFERENCE, CONTINUED

EPA / RCRA REQUIREMENTS (40 CFR PART 265.50 - 265.56)		LOCATION
§ 265.56	Emergency Procedures (Cont'd)	
e	During an emergency, the emergency coordinator must take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other hazardous waste at the facility. These measures must include, where applicable, stopping processes and operations, collecting and containing released waste, and removing or isolating containers.	Section 2, Figure 2.2-2, Figure 2.3-4
f	If the facility stops operations in response to a fire, explosion or release, the emergency coordinator must monitor for leaks, pressure buildup, gas generation, or ruptures in valves, pipes or other equipment, wherever this is appropriate.	Section 2, Figure 2.2-2, Figure 2.3-4
g	Immediately after an emergency, the emergency coordinator must provide for treating, storing, or disposing of recovered waste, contaminated soil or surface water, or any other material that results from a release, fire, or explosion at the facility. <i>[Comment: Unless the owner or operator can demonstrate, in accordance with § 261.3(c) or (d) of this chapter, that the recovered material is not a hazardous waste, the owner or operator becomes a generator of hazardous waste and must manage it in accordance with all applicable requirements of Parts 262, 263, and 265 of this chapter].</i>	Section 7.4, Section 5.5
h	The emergency coordinator must ensure that, in the affected areas(s) of the facility:	---
h(1)	No waste that may be incompatible with the released material is treated, stored, or disposed of until cleanup procedures are completed; and	Section 7.4, Section 5.5
h(2)	All emergency equipment listed in the contingency plan is cleaned and fit for its intended use before operations are resumed.	Section 5.4, Section 7.1-2
i	The owner or operator must notify the Regional Administrator, and appropriate State and local authorities, that the facility is in compliance with paragraph (h) of this section before operations are resumed in the affected area(s) of the facility.	Figure 3.1-3
j	The owner or operator must note in the operating record the time, date, and details of any incident that requires implementing the contingency plan. Within 15 days after the incident, he must submit a written report on the incident to the Regional Administrator. The report must include:	Section 8.3
j(1)	Name, address, and telephone number of the owner or operator;	Section 8.3
j(2)	Name, address, and telephone number of the facility;	Section 8.3
j(3)	Date, time, and type of incident (e.g., fire, explosion);	Section 8.3

FIGURE D-4 - TGLO CROSS-REFERENCE

31 TAC Rule 19.13 Requirements For Discharge Prevention and Response Plans	LOCATION IN THIS PLAN
a. Applicability. This section applies to any person who operates a waterfront or offshore facility and must obtain a discharge prevention and response certificate.	Section 1.1
b. Implementation of plans. An operator of any facility that requires certification must develop and implement a written discharge prevention and response plan. Before issuing a certificate, the GLO will conduct an on-site review of the plan. The GLO will determine whether the facility's plan contains all the information required by this section and has been fully implemented.	Section 1.1
c. Required elements of discharge prevention and response plans for all facility classifications. Operators of all facilities that require certification must prepare discharge prevention and response plans which include the following information:	
1. the owner and operator of the facility;	Figure 1-2
2. the person or persons in charge of the facility, as required by §19.16 of this title (relating to Person in Charge);	Figure 1-2
3. the name and address (both physical and mailing) of the facility;	Figure 1-2, Figure C-4
4. a description of the facility, including:	Figure 1-2, Figure 1-4
A. the location of the facility by latitude and longitude;	Figure 1-2 (Description of Zone)
B. the facility's primary activity;	Figure 1-2
C. the types of oil handled, whether material safety data sheets (MSDS) have been prepared for them, and the location where the MSDS are maintained;	Appendix C.6, Figure C.6-1, Useful Links to MSDS
D. the storage capacity of each tank used for storing oil;	Appendix C.4, Section 6.6
E. the diameter of all lines through which oil is transferred;	Figure 1-2
F. the average daily throughput of oil at the facility; and	Figure 1-2, Figure C-4, Appendix F
G. the dimensions and capacity in barrels of the largest oil-handling vessel which docks at the facility.	Not Applicable
5. for a facility which normally does not have personnel on-site, a commitment to maintain in a prominent location a sign or placard which states that the GLO and National Response Center are to be notified of an oil spill and gives the 24-hour phone numbers for notifying the GLO and National Response Center;	Appendix F
6. a general description of measures taken by the facility to prevent unauthorized discharges of oil;	Appendix C.5

FIGURE D-4 - TGLO CROSS-REFERENCE, CONTINUED

31 TAC Rule 19.13 Requirements For Discharge Prevention and Response Plans	LOCATION IN THIS PLAN
7. a plan to conduct an annual oil spill drill that entails notifying the GLO and National Response Center and keeping a log at the facility which documents when the notification drill was conducted and facility personnel who participated in it;	Appendix F
8. if oil is transferred at the facility, emergency transfer procedures to be implemented if an actual or threatened unauthorized discharge of oil occurs at the facility;	Section 2.1, Figure 2.2-2, Figure 2.3-4
9. strategic plans to contain and clean up unauthorized discharges of oil from the facility;	Section 6.6, Section 6.7, Section 6.8, Section 6.9, Section 6.10
10. a statement that all facility personnel who might be involved in an oil spill response have been informed that detergents or other surfactants are prohibited from being used on an oil spill in the water, and that dispersants can only be used with the approval of the Regional Response Team, the interagency group composed of federal and state agency representatives that coordinates oil spill responses; and	Appendix F
11. a description of any secondary containment or diversionary structures or equipment at the facility to prevent discharged oil from reaching coastal waters, including the methodology for determining that the structures or equipment are adequate to prevent oil from reaching coastal waters.	Not Applicable on Pipelines
d. Additional requirements for facilities classified as intermediate. In addition to the requirements in §19.13(c), operators of intermediate facilities must prepare written discharge prevention and response plans which include the following information:	Section 1.1
1. a description of the worst case unauthorized discharge of oil reasonably likely to occur at the facility and the rationale used to determine the worst case unauthorized discharge;	Appendix C.3, Appendix C.4
2. a description and map of environmentally sensitive areas that would be impacted by the worst case unauthorized discharge and plans for protecting these areas if an oil spill occurs at the facility;	Section 6.6, Section 6.10
3. a description of the facility's response strategies to contain and clean up the worst case unauthorized discharge;	Section 2.1, Figure C-2
4. a description of discharge prevention procedures implemented at the facility, including procedures to prevent discharges from transfers of oil;	Appendix C.5
5. a plan to conduct an annual oil spill drill that includes the following elements:	Appendix A.1
A. notifying the GLO and National Response Center;	Appendix A.1, Figure A.1-4, Appendix F
B. notifying any third parties, such as discharge cleanup organizations, which have agreed to respond to an oil spill and confirming they would be able to respond to an oil spill at the facility on the day of the drill;	Appendix A.1, Figure A.1-1, Figure A.1-4

FIGURE D-4 - TGLO CROSS-REFERENCE, CONTINUED

31 TAC Rule 19.13 Requirements For Discharge Prevention and Response Plans	LOCATION IN THIS PLAN
C. if the facility has spill response equipment stored on-site, deployment of a representative portion of the equipment which would be used to respond to the type of discharge most likely to occur at the facility; and	Appendix A, Figure A.1-5
D. a log documenting when the annual drill was conducted and the facility personnel who participated in it; and	Figure A.1-1, Figure A.1-6
6. if the operator has entered into any oil spill response or cleanup contracts or basic ordering agreements with a discharge cleanup organization, copies of the contracts or agreements or a narrative description of their terms.	Appendix B, Figure B.1-1
e. Additional requirements for facilities classified as large. In addition to the requirements in §19.13(c), operators of large facilities must prepare written discharge prevention and response plans which include the following information:	
1. maps showing vehicular access to the facility, pipelines to and from the facility, and nearby residential or other populous areas;	Figure 1-3, Figure 1-4
2. a site plan of the facility showing:	Figure 1-3
A. the location of all structures in which oil is stored;	Figure 1-3, Figure 1-4
B. the location of all areas where oil is transferred at the facility; and	Figure 1-3, Figure 1-4
C. drainage and diversion systems at the facility, such as sewers, outfalls, catchment or containment systems or basins, sumps, and all watercourses into which surface runoff from the facility drains (all of which may be shown on the site plan or maps);	Figure 1-4
3. a plan to conduct an annual oil spill drill that includes the following elements:	Appendix A.1
A. notifying the GLO and National Response Center;	Appendix A.1, Figure A.1-4, Appendix F
B. notifying any third parties, such as discharge cleanup organizations, which have agreed to respond to an oil spill and confirming they would be able to respond to an oil spill at the facility on the day of the drill;	Appendix A.1, Figure A.1-1, Figure A.1-4
C. if the facility has spill response equipment stored on-site, deployment of a representative portion of the equipment which would be used to respond to the type of discharge most likely to occur at the facility; and	Appendix A.1, Figure A.1-1, Figure A.1-5

FIGURE D-4 - TGLO CROSS-REFERENCE, CONTINUED

31 TAC Rule 19.13 Requirements For Discharge Prevention and Response Plans	LOCATION IN THIS PLAN
D. a log documenting when the annual drill was conducted and the facility personnel who participated in it;	Figure A.1-1, Figure A.1-6
4. a detailed description of the facility's discharge prevention and response capability, including:	Appendix C.5
A. leak detection and safety systems to prevent accidental discharges of oil, including a description of equipment and procedures;	Appendix C.1
B. schedules, methods, and procedures for testing, maintaining, and inspecting storage tanks, pipelines, and other equipment used for handling oil;	Appendix C.5
C. schedules, methods, and procedures for conducting accidental discharge response drills;	Appendix A.1, Figure A.1-1
D. whether the facility's oil spill response capability will primarily be based on contracts or agreements with third parties or on the facility's own personnel and equipment;	Section 7.1.1
E. planned response actions, the chain of command, lines of communication, and procedures for notifying the GLO, emergency response and public safety entities, other agencies, and neighboring facilities in the event of an unauthorized discharge of oil;	Section 3.1, Figure 3.1-1, Figure 3.1-3, Figure 3.1-5
F. oil spill response equipment and supplies located at the facility, their ownership and location, and the time required to deploy them;	Section 7.1.1, Appendix B.1
G. if the facility owns and maintains oil spill response equipment, the schedules, methods, and procedures for maintaining the equipment in a state of constant readiness for deployment;	Section 7.1.1, Section 7.1.2
H. if the operator has entered into any oil spill response or cleanup contracts or basic ordering agreements with a discharge cleanup organization, copies of the contracts or agreements or a narrative description of their terms;	Section 7.1.3, Appendix B.1, Figure B.1-1
I. the worst case unauthorized discharge of oil reasonably likely to occur at the facility and the rationale used to determine the worst case unauthorized discharge;	Appendix C.2, Appendix C.3, Appendix C.4
J. a description and map of environmentally sensitive areas that would be impacted by the worst case unauthorized discharge and plans for protecting these areas if an oil spill occurs at the facility;	Section 6.6, Section 6.7

FIGURE D-4 - TGLO CROSS-REFERENCE, CONTINUED

31 TAC Rule 19.13 Requirements For Discharge Prevention and Response Plans	LOCATION IN THIS PLAN
K. a description of response strategies that would be implemented to contain and clean up the worst case unauthorized discharge;	Section 2.1, Figure 2.2-2, Figure 2.3-4, Appendix C.2
L. information on the facility's program for training facility personnel on accidental discharge prevention and response;	Appendix A.2, Figure A.2-2
M. information on facility personnel who have been specifically designated to respond to an oil spill, including any training they have received and where the training records are maintained;	Appendix A, Figure A.2-2, Figure 3.1-4
N. plans for transferring oil during an emergency; plans for recovering, storing, separating, transporting, and disposing of oily waste materials generated during an oil spill response; and	Section 7.4
O. plans for providing emergency medical treatment, site safety, and security during an oil spill.	Section 5.4, Section 7.3

APPENDIX E

ACRONYMS AND DEFINITIONS

Last revised: January 2005

E.1 Acronyms

E.2 Definitions

E.1 ACRONYMS

ACP	Area Contingency Plan
AFFF	Aqueous Film Forming Foam
ASTM	American Society of Testing Materials
BBL	Barrel(s)
BLM	Bureau of Land Management (USDOI)
BPD	Barrels Per Day
BPH	Barrels Per Hour
CERCLA	Comprehensive Environmental Response, Compensation & Liability Act of 1980, as amended
CFR	Code of Federal Regulations
CO ₂	Carbon Dioxide
COTP	Captain of the Port (USCG)
CRZ	Contamination Reduction Zone
CWA	Clean Water Act of 1977 (Federal)
EAP	Emergency Action Plan
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPA	U. S. Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ERAP	Emergency Response Action Plan
ERP	Emergency Response Plan
ERT	Emergency Response Team
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FOSC	Federal On-Scene Coordinator
FRP	Facility Response Plan
FRT	Facility Response Team
FWPCA	Federal Water Pollution Control Act of 1972
GIS	Geographic Information System
GPM	Gallons Per Minute
HAZMAT	Hazardous Materials
HMS	Hazardous Material Information System
IC	Incident Commander
ICS	Incident Command System
JIC	Joint Information Center
LEL	Lower Explosive Limit
LEPC	Local Emergency Planning Committee

LEPD	Local Emergency Planning District
LNG	Liquid Natural Gas
LPG	Liquefied Petroleum Gas
MSDS	Material Safety Data Sheets
MTR	Marine Transportation Related
N/A	Not Applicable
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NIIMS	National Interagency Incident Management System
NM	Nautical Miles
NOAA	National Oceanic and Atmospheric Administration
NRC	National Response Center
NRDA	National Resource Damage Assessment
NRT	National Response Team
OBA	Oxygen Breathing Apparatus
OPA 90	Oil Pollution Act of 1990
OSC	On-Scene Coordinator/Commander
OSHA	Occupational Safety and Health Administration (USDH)
PHMSA	Pipeline and Hazardous Materials Safety Administration (DOT)
PPE	Personal Protective Equipment
PREP	(National) Preparedness for Response Exercise Program
QI	Qualified Individual
RCRA	Resource Conservation and Recovery Act of 1976
RQ	Reportable Quantity
SARA	Superfund Amendments and Reauthorization Act
SCADA	Supervisory Control and Data Acquisition (System)
SCBA	Self Contained Breathing Apparatus
SDWA	Safe Drinking Water Act of 1986
SERC	State Emergency Response Commission
SETS	Safety Environment and Training Services
SI	Surface Impoundment
SIC	Standard Industrial Classification (Code)
SMT	Spill Management Team
SOSC	State On-Scene Coordinator
SPCC	Spill Prevention, Control, and Countermeasures (Plan)
SSC	Scientific Support Coordinator (NOAA)
UCS	Unified Command System
UEL	Upper Explosive Limit
USACOE	U. S. Army Corps of Engineers

USCG	U. S. Coast Guard
USDOD	U. S. Department of Defense
USDOL	U. S. Department of Labor
USDOE	U. S. Department of Energy
USDOI	U. S. Department of the Interior
USDOJ	U. S. Department of Justice
USDOT	U. S. Department of Transportation
USFWS	U. S. Fish and Wildlife Service (USDOI)
USGS	U. S. Geological Survey (USDOI)

E.2 DEFINITIONS

Adverse Weather

The weather conditions that will be considered when identifying response systems and equipment in a response plan for the applicable operating environment. Factors to consider include significant wave height, ice, temperature, weather-related visibility, and currents with the Captain of the Port (COTP) zone in which the systems or equipment are intended to function.

Aqueous Film Forming Foam

A fluoro-carbon surfactant that acts as an effective vapor securing agent due to its effect on the surface tension of the water. Its physical properties enable it to float and spread across surfaces of a hydrocarbon fuel with more density than protein foam.

Average Most Probable Discharge (USCG)

A discharge of the lesser of 50 barrels (2100 gallons) or one percent of the volume of the worst case discharge.

Barrel

Measure of space occupied by 42 U. S. gallons at 60 degrees Fahrenheit.

Bleve

A boiling liquid-expanding vapor explosion; failure of a liquefied flammable gas container caused by fire exposure. Pronounced "blevey." **Boilover**

Occurs when the heat from a fire in a tank travels down to the bottom of the tank causing water that is already there to boil and push part of the tank's contents over the side. **Carbon Dioxide**

A heavy, colorless, odorless, asphyxiating gas, that does not normally support combustion. It is one and one-half times heavier than air and when directed at the base of a fire its action is to dilute the fuel vapors to a lean mixture to extinguish the fire.

Class A Fire

A fire involving common combustible materials which can be extinguished by the use of water or water solutions. Materials in this category include wood and wood-based materials, cloth, paper, rubber and certain plastics.

Class B Fire

A fire involving flammable or combustible liquids, flammable gases, greases and similar products. Extinguishment is accomplished by cutting off the supply of oxygen to the fire or by preventing flammable vapors from being given off.

Class C Fire

A fire involving energized electrical equipment, conductors or appliances. Nonconducting extinguishing agents must be used for the protection of firefighters.

Class D Fire

A fire involving combustible metals, for example, sodium, potassium, magnesium, titanium and aluminum. Extinguishment is accomplished through the use of heat-absorbing extinguishing agents such as certain dry powders that do not react with the burning metals.

Cold (Support) Zone

An area free of contaminants so that Personal Protection Equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.

Command Post

A site located at a safe distance from the spill site where response decisions are made, equipment and manpower deployed, and communications handled. The Incident Commander and the On-Scene Coordinators may direct the on-scene response from this location.

Communication Equipment

Equipment that will be utilized during response operations to maintain communication between employees, contractors, federal/state/local agencies.

Containment Boom

A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to entrap and contain the product for recovery.

Contamination Reduction Zone

Same as the warm zone, a buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.

Contingency Plan

A document used by: (1) federal, state, and local agencies to guide planning and response procedures regarding spill of oil, hazardous substances, or other emergencies; (2) a document used by industry as a response plan to spills of oil, hazardous substances, or other emergencies occurring upon their vessels or at their facilities.

Contract or Other Approved Means

Includes:

- A written contractual agreement with a response contractor. The agreement should identify and ensure the availability of the specified personnel and equipment described under U.S.C.G. Regulations within stipulated response times in the specified geographic areas
- Certification by the facility owner or operator that the specified personnel and equipment described under USCG Regulations are owned, operated, or under the direct control of the facility owner or operator, and are available within stipulated times in the specified geographic areas
- Active membership in a local or regional oil spill removal organization that has identified specified personnel and equipment described under USCG Regulations that are available to respond to a discharge within stipulated times in the specified geographic areas
- A document which:
 - Identifies the personnel, equipment, services, capable of being provided by the response contractor within stipulated response times in specified geographic areas
 - Sets out the parties' acknowledgment that the response contractor intends to commit the resources in the event of a response
 - Permits the Coast Guard to verify the availability of the response resources identified through tests, inspections, drills
 - Is incorporated by reference in the Response Plan

- For a facility that could reasonably be expected to cause substantial harm to the environment, with the consent of the response contractor or oil spill removal organization, the identification of a response contractor or oil spill removal organization with specified equipment and personnel which are available within stipulated response times in specific geographic areas.

Demand Breathing Apparatus

A type of self-contained breathing apparatus that provides air or oxygen from a supply carried by the user.

Dispersants

Those chemical agents that emulsify, disperse, or solublize oil into the water column or promote the surface spreading of oil slicks to facilitate dispersal of the oil into the water column.

Diversion Boom

A flotation/freeboard device, made with a skirt/curtain, longitudinal strength member, and ballast unit/weight designed to deflect or divert the product towards a pick up point, or away from certain areas.

Environmentally Sensitive Areas

Streams and water bodies, aquifer recharge zones, springs, wetlands, agricultural areas, bird rookeries, endangered or threatened species (flora and fauna) habitat, wildlife preserves or conservation areas, parks, beaches, dunes, or any other area protected or managed for its natural resource value.

Exclusion Zone

Same as hot zone, the area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.

Explosive Range

Flammable range; the range of the mixture of air and flammable gas or flammable vapor of liquids that must be present in the proper proportions for the mixture to be ignited. The range has upper and lower limits; any mixture above the upper explosive limit or below the lower explosive limit will not burn.

Facility

Any pipeline, structure, equipment, or device used for handling oil including, but not limited to, underground and aboveground storage tanks, impoundments, mobile or portable drilling or workover rigs, barge mounted drilling or workover rigs, and portable fueling facilities located offshore or on or adjacent to coastal waters or any place where a discharge of oil from the facility could enter coastal waters or threaten to enter the coastal waters.

Federal Fund

The oil spill liability trust fund established under OPA.

First Responders, First Response Agency

A public health or safety agency (i.e., fire service or police department) charged with responding to a spill during the emergency phase and alleviating immediate danger to human life, health, safety, or property.

Flashover

The ignition of combustibles in an area heated by convection, radiation, or a combination of the two. The action may be a sudden ignition in a particular location followed by rapid spread or a "flash" of the entire area.

Flash Point

The temperature at which a liquid fuel gives off sufficient vapor to form an ignitable mixture near its surface.

Foam

A blanket of bubbles that extinguishes fire mainly by smothering. The blanket prevents flammable vapors from leaving the surface of the fire and prevents oxygen from reaching the fuel. The water in the foam also has a cooling effect.

Hazardous Material

Any nonradioactive solid, liquid, or gaseous substance which, when uncontrolled, may be harmful to humans, animals, or the environment. Including but not limited to substances otherwise defined as hazardous wastes, dangerous wastes, extremely hazardous wastes, oil, or pollutants.

Hazardous Substance

Any substance designed as such by the Administrator of EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act; regulated pursuant to Section 311 of the Federal Water Pollution Control Act.

Hazardous Waste

Any solid waste identified or listed as a hazardous waste by the Administrator of the EPA pursuant to the federal Solid Waste Disposal Act, as amended by the Resources Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6901, et seq as amended. The EPA Administrator has identified the characteristics of hazardous wastes and listed certain wastes as hazardous in Title 40 of the Code of Federal Regulations, Part 261, Subparts C and D respectively.

Higher Volume Port Area

Ports of:

- Boston, MA
- New York, NY
- Delaware Bay and River to Philadelphia, PA
- St. Croix, VI
- Pascagoula, MS
- Mississippi River from Southwest Pass, LA to Baton Rouge, LA
- Louisiana Offshore Oil Port (LOOP), LA
- Lake Charles, LA
- Sabine-Natchez River, TX
- Galveston Bay and Houston Ship Channel, TX
- Corpus Christi, TX
- Los Angeles/Long Beach Harbor, CA
- San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay to Antioch, CA
- Straits of Juan de Fuca and Puget Sound, WA
- Prince William Sound, AK

Hot (Exclusion) Zone

The area where a hazard exists. This is the hazardous location on site, therefore entry requires personal protective equipment (PPE). It must be big enough for both mitigation activities and protection of personnel in the warm zone should an explosion, fire, change of wind direction, or an unexpected release occur during response activities.

Hypothermia

A dangerously high fever that can damage nerve centers. This condition can result from exposure to excessive heat over an extended period of time.

Ignition Temperature

The lowest temperature at which a fuel will burn without continued application of an ignition source.

Incident Commander (IC)

The one individual in charge at any given time of an incident. The Incident Commander will be responsible for establishing a unified command with all on-scene coordinators.

Incident Command System

A method by which the response to an extraordinary event, including a spill, is categorized into functional components and responsibility for each component assigned to the appropriate individual or agency.

Interim Storage Site

A site used to temporarily store recovered oil or oily waste until the recovered oil or oily waste is disposed of at a permanent disposal site. Interim storage sites include trucks, barges, and other vehicles, used to store waste until the transport begins.

Lead Agency

The government agency that assumes the lead for directing the spill response.

Lead Federal Agency

The agency which coordinates the federal response to incidents on navigable waters. The lead Federal agencies are:

- **U. S. Coast Guard (USCG):** Oil and chemically hazardous materials incidents on navigable waters
- **Environmental Protection Agency (EPA):** Oil and chemically hazardous materials incidents on most inland waters and in the inland zone

Lead State Agency

The agency which coordinates state support to Federal and/or Local governments or assumes the lead in the absence of a Federal spill response.

Lower Flammable Limit

Minimum flammable concentration of a particular gas in the air.

Marine Transportation-Related Facility (MTR Facility)

An onshore facility, including piping and any structure used to transfer oil to or from a vessel, subject to regulation under 33 CFR Part 154 and any deepwater port subject to regulation under 33 CFR Part 150.

Maximum Extent Practicable

The planning values derived from the planning criteria used to evaluate the response resources described in the response plan to provide the on-water recovery capability and the shoreline protection and clean-up capability to conduct response activities for a worst case discharge from a facility in adverse weather.

Maximum Most Probable Discharge (USCG)

A discharge of the lesser of 2,500 barrels or ten percent of the volume of a worst case discharge.

Medium Discharge (EPA)

Same as maximum most probable discharge.

National Contingency Plan

The plan prepared under the Federal Water Pollution Control Act (33 United States Code '1321 et seq) and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United State Code '9601 et seq), as revised from time to time.

Nearshore Area

The area extending seaward 12 miles from the boundary lines defined in 46 CFR Part 7, except in the Gulf of Mexico. In the Gulf of Mexico, it means the area extending seaward 12 miles from the line of demarcation (COLREG) lines) defined in '80.740 - 80.850 of Title 33 of the CFR.

Non-Persistent or Group I Oil

A petroleum-based oil that, at the time of shipment, consists of hydrocarbon fractions:

- At least 50% of which by volume, distill at a temperature of 340EC (645EF)
- At least 95% of which volume, distill at a temperature of 370EC (700EF)

Non-Petroleum Oil

Oil of any kind that is not petroleum-based. It includes, but is not limited to, animal and vegetable oils.

Offshore Area

The area beyond 12 nautical miles measured from the boundary lines defined in 46 CFR Part 7 extending seaward to 50 nautical miles, except in the Gulf of Mexico. In the Gulf of Mexico it is the area beyond 12 nautical miles of the line of demarcation (COLREG lines) defined in '80-740 - 80.850 of Title 33 of the CFR extending seaward to 50 nautical miles.

Oil or Oils

Naturally occurring liquid hydrocarbons at atmospheric temperature and pressure coming from the earth, including condensate and natural gasoline, and any fractionation thereof, including, but not limited to, crude oil, petroleum gasoline, fuel oil, diesel oil, oil sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Oil does not include any substance listed in Table 302.4 of 40 CFR Part 302 adopted August 14, 1989, under Section 101(14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by P.L. 99-499.

Oil Spill Removal Organization (OSRO)

An entity that provides oil spill response resources, and includes any for profit or not-for-profit contractor, cooperative, or in-house response resources that have been established in a geographic area to provide required response resources.

Operating Area

The rivers and canals, inland, nearshore, Great Lakes, or offshore geographic location(s) in which a facility is handling, storing, or transporting oil.

Operating Environment

Rivers and canals, inland, Great Lakes, or ocean. These terms are used to define the conditions in which response equipment is designed to function.

Overhaul

A procedure following a fire whereby the area is examined for hidden fire and fire extension and the fire area is cleaned up.

Owner or Operator

Any person, individual, partnership, corporation, association, governmental unit, or public or private organization of any character.

Persistent Oil

A petroleum-based oil that does not meet the distillation criteria for a non-persistent oil. For the purposes of this Appendix, persistent oils are further classified based on specific gravity as follows:

- Group II - specific gravity less than .85
- Group III - specific gravity between .85 and less than .95
- Group IV - specific gravity .95 to and including 1.0
- Group V - specific gravity greater than 1.0

Primary Response Contractor(s)

An individual, company, or cooperative that has contracted directly with the plan holder to provide equipment and/or personnel for the containment or cleanup of spilled oil.

Qualified Individual(s)

An English-speaking representative(s) of the facility identified in the plan, located in the United States, available on a 24-hour basis, familiar with implementation of the facility response plan, and trained in his or her responsibilities under the plan. This person must have full written authority to implement the facility's response plan. This includes:

- Activating and engaging in contracting with identified oil spill removal organization(s)
- Acting as a liaison with the pre-designated Federal On-Scene Coordinator (FOCS)
- Obliging, either directly or through prearranged contracts, funds required to carry out all necessary or directed response activities

Regional Response Team

The Federal Response Organization (consisting of representatives from selected Federal and State agencies) which acts as a regional body responsible for planning and preparedness before an oil spill occurs and providing advice to the FOCS in the event of a major or substantial spill.

Reid Vapor Pressure Method

Method used by the American Society of Testing Materials to test vapor pressure. It is a measure of the volatility, or tendency to vaporize, of a liquid.

Responsible Party

Any person, owner/operator, or facility that has control over an oil or hazardous substance immediately before entry of the oil or hazardous substance into the atmosphere or in or upon the water, surface, or subsurface land of the state.

Rivers and Canals

A body of water confined within the inland area that has a projected depth of 12 feet or less, including the Intracoastal Waterway and other waterways artificially created for navigation.

Skimmers

Mechanical devices used to skim the surface of the water and recover floating oil. Skimmers fall into four basic categories (suction heads, floating weirs, oleophilic surface units, and hydrodynamic devices) which vary in efficiency depending on the type of oil and size of spill.

Sloper

An event that occurs when water is introduced into a tank of very hot liquid, causing the liquid to froth and spatter.

Small Discharge (EPA)

Same as average most probable discharge.

Sorbents

Materials ranging from natural products to synthetic polymeric foams placed in confined areas to soak up small quantities of oil. Sorbents are very effective in protecting walkways, boat decks, working areas, and previously uncontaminated or cleaned areas.

Spill Management Team

The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.

Spontaneous Ignition

A fire that occurs without a flame, spark, hot surface, or other outside source of ignition.

Staging Areas

Designated areas near the spill site accessible for gathering and deploying equipment and/or personnel.

State Emergency Response Commission (SERC)

A group of officials appointed by the Governor to implement the provisions of Title III of the Federal Superfund Amendments and Reauthorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance Discharge Prevention and Contingency Plan and Local Emergency Response Plans.

Static Electricity

Charges of electricity accumulated on opposing and usually moving surfaces having negative and positive charges, respectively. A hazard exists where the static potential is sufficient to discharge a spark in the presence of flammable vapors or combustible dusts.

Support Zone

Same as cold zone, an area free of contaminants so that personal protection equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.

Tornado Warning

A tornado has been sighted.

Tornado Watch

Conditions are favorable for tornados to form.

Unified Command

The method by which local, state, and federal agencies will work with the Incident Commander to:

- Determine their roles and responsibilities for a given incident
- Determine their overall objectives for management of an incident
- Select a strategy to achieve agreed upon objectives
- Deploy resources to achieve agreed-upon objectives

Warm (Contamination Reduction) Zone

A buffer between the hot and cold zones. Decontamination activities take place there. Equipment needed to support the primary response operation may be staged in the warm zone.

Waste

Oil or contaminated soil, debris, and other substances removed from coastal waters and adjacent waters, shorelines, estuaries, tidal flats, beaches, or marshes in response to an unauthorized discharge. Waste means any solid, liquid, or other material intended to be disposed of or discarded and generated as a result of an unauthorized discharge of oil. Waste does not include substances intended to be recycled if they are in fact recycled within 90 days of their generation or if they are brought to a recycling facility within that time.

Wildlife Rescue

Efforts made in conjunction with federal and state agencies to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill.

APPENDIX F

ADDITIONAL INFORMATION

Last revised: Monday, February 03, 2014

- **QI Designation Letter**
- **SETX - TGLO Coastal Water Spill Provisions**
- **SETX - TGLO SMPP Statement of Intent**
- **TGLO Cross Reference Guide**
- **TGLO Jurisdictional Area Map**
- **TGLO Oiled Wildlife Response Information Guide**
- **TGLO OSPR Discharge Prevention and Response Certificate
6/12/2013 - 6/20/2018**

Active Koch Pipeline Operated Pipelines Southeast Texas Zone

- ★ Pipeline Worst Case Discharge
- ★ Breakout Tank Worst Case Discharge
- Active Product Pipeline
- Inactive Products Pipeline



EMERGENCY EVACUATION & FIRE EQUIPMENT PLAN

(b) (3), (b) (7)(F)



CERTIFICATION

**Pursuant to the Clean Water Act Section 311(j)(5)(F)
Koch Pipeline Company L.P.**

Koch Pipeline Company L.P. (KPL) hereby certifies to the Pipeline Hazardous Materials Safety Administration (PHMSA) that KPL has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of such a discharge.

A handwritten signature in black ink, appearing to read "Scott Hearn", written over a horizontal line.

Scott Hearn,
Operations Manager,
Southeast Texas Operating Group



KOCH PIPELINE COMPANY, LP

July 20, 2012

Melanie Barber
 Environmental Planning Officer
 U.S. Department of Transportation
 Pipeline and Hazardous Materials Safety Administration
 Room E22-210
 1200 New Jersey Avenue, S.E.
 Washington, D.C. 20590

RE: Facility Response Plan; Sequence Number KTS9 – Southeast Texas Zone,

Dear Ms. Barber:

Pursuant to 49 CFR 194.121(b), relating to response plan review and update procedures, Koch Pipeline Company, L.P. ("KPL") hereby submits the following significant changes in operating conditions:

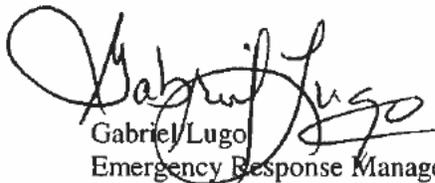
- **Qualified Individuals:**
 - June 22, 2012 added Mike Moore as QI in Figure 1-2 Pipeline Facility Overview and Figure 3.1-4 Internal Notification and Telephone Numbers.
 - June 22, 2012, removed Merle Teeter as QI in Figure 1-2 Pipeline Facility Overview and Figure 3.1-4 Internal Notification and Telephone Numbers.
- **(b)(1) Addition (construction) of a new pipeline in a response zone not covered by the previously approved plan:**
 - June 28, 2012, KPL acquired and became the operator of record for the following pipelines:

INVISTA SYSTEM 49CFR192 REGULATED PIPELINES	Mileage
INV-Port Arthur 12" C Segment (Index Number 80301010)	14.166
INV-Port Arthur 10" D Segment (Index Number 80301020)	2.527
INV-Port Arthur 12" O Segment (Segment Number 80301030)	6.013
INV-Port Arthur 4" R Segment (Index Number 80301050)	2.197
INV-Port Arthur 10" W Segment (Index Number 80301070)	1.826
INV-Port Arthur 10" W1 (Index Number 80301080)	.568
INV-Port Arthur 6" T (Index Number 803021040)	19.02

INVISTA SYSTEM 49CFR195 REGULATED PIPELINES	Mileage
INV - Port Arthur 8" M8 (Index Number 803021020)	2.44
INV-Port Arthur 4" M (Index Number 803021010)	18.67
INV-Port Arthur 4" P (Index Number 803021030)	0.701
INV-Port Arthur 6" S (Index Number 80301060)	1.37
INV-Port Arthur 6" Q (Index Number 80301040)	1.689
INVISTA SYSTEM NON-REGULATED PIPELINES	Mileage
INV-Port Arthur 6" V1 Segment (Index Number 803031010)	0.11
INV- Port Arthur 8" V3 (Index Number 803031030)	3.85
INV-Port Arthur 8" V2 (Index Number 803031020)	2.32

Enclosed is a CD of KPL's revised Spill Response Plan, containing the changes, outlined, above. If you have any questions, please contact me at (361) 242-5544 or Gabriel.Lugo@kochpipeline.com.

Sincerely,



Gabriel Lugo
Emergency Response Manager

Encl.

From: (361) 877-0975
Gabriel Lugo
Koch Pipeline Company L.P
13775 Clark Road

Origin ID: FBLA



ROSEMOUNT, MN 55068

Ship Date: 19JUL12
ActWgt: 1.0 LB
CAD: 100139638/INET3300

Delivery Address Bar Code



SHIP TO: (202) 366-4560

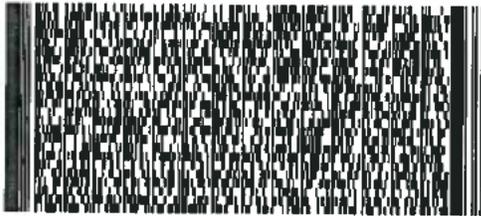
BILL SENDER

Melani Barber
U.S. Department of Transportation
1200 NEW JERSEY AVE SE
SE, ROOM E22-210
WASHINGTON, DC 20590

Ref # 1025-7880-5
Invoice #
PO #
Dept #

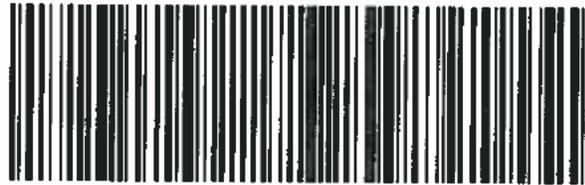
FRI - 20 JUL A1
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Melaini Barber
U.S. Department of Transportation
1200 NEW JERSEY AVE SE
SE, ROOM E22-210
WASHINGTON, DC
205900001
US
2023664560

Ship from:

Gabriel Lugo
Koch Pipeline Company L.P
13775 Clark Road

ROSEMOUNT, MN
55068
US
3618770975

Shipment Information:

Tracking no.: 798641451820
Ship date: 07/19/2012
Estimated shipping charges: 0.00

Package Information

Service type: Standard Overnight
Package type: FedEx Envelope
Number of packages: 1
Total weight: 1 LBS
Declared Value: 100.00 USD
Special Services:
Pickup/Drop-off: Use an already scheduled pickup at my location

Billing Information:

Bill transportation to: KPL EH&S-245
Your reference: 1025-7880-5
P.O. no.:
Invoice no.:
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From: Kanak, Stacey
Sent: Friday, December 18, 2009 4:58 PM
To: melanie.barber@dot.gov
Cc: Lugo, Gabriel
Subject: Koch Pipeline Southeast Texas Zone Facility Response Plan, Sequence Number KTS9

Attachments: Facility Response Plan Questionnaire - Southeast Texas Zone - Submittall.doc
Ms. Barber, attached, please find Koch Pipeline's completed Facility Response Plan Questionnaire for our Southeast Texas Zone, Sequence Number KTS9.

Should you have any questions, please do not hesitate to let me know. Thank you.

Stacey Kanak | DOT Capability Leader | Wk: 361.242.5528 | Cell (b) (6) | Fax: 361.241.6096

From: melanie.barber@dot.gov [mailto:melanie.barber@dot.gov]
Sent: Thursday, October 08, 2009 4:28 PM
To: Kanak, Stacey
Subject: Koch Pipeline Southeast Texas Zone Facility Response Plan, Sequence Number KTS9

The United States Department of Transportation Office of Pipeline Safety has received two electronic copies of Koch Pipeline Southeast Texas Zone Facility Response Plan, Sequence Number KTS9. Please complete the attached Facility Response Plan Questionnaire and return it to me by electronic mail by December 30, 2009. Answers should be in essay form and should not contain acronyms or terms of art.

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

A. Compile Data

1. Spill Data

Circumstance
 Time/date of incident
 Location
 Type of oil product
 Volume of oil release
 Total potential of release
 Type of release (instantaneous, continuous, etc.)

OSC

2. Characteristics of Spilled Oil

Specific gravity
 Viscosity

OSC

3. Weather and Water Conditions/Forecasts

Air temperature
 Water conditions
 Water temperature
 Water depth

SSC

4. Oil Trajectory Information

48-hour surface oil trajectory forecast
 - Surface area of slick
 - Expected conditions of landfall
 48-hour dispersed or chemically treated oil trajectory forecast
 - Oil movement in water column
 - Surface oil movement and expected landfall
 - Concentration of the dispersant/oil mixture in the water column

SSC

5. Chemical Characteristics and Application Equipment

OSC

Chemical Characteristics	Product 1	Product 2
Chemical Name		
Trade Name		
Manufacturer		
When Available		
Location		
Characteristics:		
Toxicity		
Effectiveness		
Reactions		
Applicability		
Flashpoint		
Amount Available		
Type of Containers		
Application Methods		
Benefits to Problem (e.g., reduce vapor, increase viscosity)		
Transportation and Equipment	Company 1	Company 2
Name		
Location		
Equipment Available		
Transportation of Equipment		

EPA Region V – Chemical Use - Responsibility Checklist

Task	Responsibility
<p><i>EPA (Environmental Protection Agency) USCG (U.S. Coast Guard)</i></p> <p>PHMSA 000087927</p> <p>6. Comparison of the Effectiveness of Conventional Clean Methods vs. Use of Chemicals</p> <ul style="list-style-type: none"> Containment at the source Burning Shoreline protection strategies Shoreline cleanup strategies Time necessary to execute response 	<p>US EPA, USCG, OSC, SSC, State(s)</p>
<p>7. Habitats and Resources at Risk</p> <ul style="list-style-type: none"> Shoreline habitat type and area of impact Resources <ul style="list-style-type: none"> - Endangered/threatened species - Critical habitat for the above species - Waterfowl use - Shellfish - Finfish - Commercial use - Public use areas - Other resources of significance 	<p>OSC, SSC</p>
<p>8. Other Users of the Water: Nearby and Downstream</p> <ul style="list-style-type: none"> Water supply, potable Water supply, industrial 	<p>OSC</p>
<p>B. Recommendations</p>	
<p>1. Possible Options</p> <ul style="list-style-type: none"> Do not use chemical Use chemicals on a trial basis Disperse or chemically treat to maximum extent possible with accepted methods on available equipment 	<p>US EPA, USCG, OSC, SSC, State(s)</p>
<p>2. Other Recommendations/Rationale</p>	
<p>C. Evaluation of Decision</p>	
<p>1. Will the application remove a significant amount of the slick from the surface of the water?</p>	<p>US EPA, USCG, OSC, SSC, State(s)</p>
<p>2. Can the extent or location of the impact to the shoreline be altered in a positive manner?</p>	
<p>3. Can the damage to endangered/threatened species, mammals, and waterfowl be lessened?</p>	
<p>4. Will the damage to habitats and resources resulting from the chemical use be less than those resulting without the use?</p>	
<p>5. If recreational, economic, and aesthetic considerations are a higher priority than natural resource considerations, what is the most effective means of their protection?</p>	
<p>D. Monitoring of Chemical Use</p>	
<p>1. Records</p> <ul style="list-style-type: none"> Chemical brand Equipment and methods used in application Dilution of chemical prior to application, if any Rate of application Times and area of application Wind and wave conditions during application 	<p>OSC, State(s)</p>

EPA Region V – Chemical Use - Responsibility Checklist

Task	Responsibility
<p>PHMSA 000087928</p> <p><small>EPA (Environmental Protection Agency) USCG (U.S. Coast Guard)</small></p>	
<p>2. Effectiveness – visual and photographic documentation</p> <ul style="list-style-type: none"> Oil before and after chemical application Resurfacing of dispersed or chemically treated oil Sampling of the water beneath the oil slick and the oil/chemical combination to determine the level of the petroleum hydrocarbons in the water 	
<p>3. Environmental Impacts – visual and photographic surveys</p> <ul style="list-style-type: none"> The extent of the impact to the shoreline by chemically treated and untreated oil Mortality of abnormal behavior of fish, birds, or mammals Comparison of shoreline areas impacted by oil and oil/chemical mixtures Analysis of oil concentrations in sediments under chemically treated oil Investigation of water column organisms for signs of adverse impact due to chemically treated oil Collection and analysis of birds affected by chemicals or oil/chemical mixtures 	
<p>4. Public Health</p> <ul style="list-style-type: none"> Sampling water supplies for petroleum and chemical constituents 	

Region VI - NSE EAP Initial Call Checklist (*Asterisk denotes required information)

Current Date: (mm/dd/yyyy)	PHMSA 000087929			Time of Day: (24-hr clock)	
Person Completing Information:					
Company Name:				Telephone #:	
Company Address:					
Company City:		State:		Zip:	

A. RELEASE INFORMATION

*Date of Release: (mm/dd/yyyy)				*Time of Release: (24-hr clock)		CT
*Location of Release:	Lat.		N	Long.		W
Source of Release:				Has flow been stopped?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Type of Oil:	Name:			Pour Point:	<input type="checkbox"/> °C	<input type="checkbox"/> °F
API Gravity:						
*Current Estimate of Amount Spilled:				<input type="checkbox"/> GAL	<input type="checkbox"/> BBL (42 GAL/BBL)	
*Estimated Flow Rate if Continuous Flow:						

B. ON-SCENE WEATHER (Note: If not available, contact SSC for weather.)

*Wind Direction: (degrees)				*Wind Speed: (knots)	
*Surface Current: (direction toward, degrees)				*Speed: (knots)	
*Visibility: (nautical miles)				*Ceiling: (ft.)	
*Sea State: (wave height ft.)					

C. DISPERSANT SPRAY OPERATION

*Dispersant Spray Contractor:	Name:				*Telephone #:	
*Contractor Address:						
*Contractor City:				*State:		*Zip:
*Dispersant Name:				*Quantity Available:		
*Platform:	Aircraft Type:			Boat Type:		Other:
	<input type="checkbox"/> Multi-engine		<input type="checkbox"/> Single-engine			
*Dispersant Load Capability: (gal)				*Proposed Time to Apply Dispersant: (hours)		
*Proposed time to First Drop of Dispersant (hrs.):				*Initially proposed staging area: (Location)		

REGION VI MSE EAP Minimum Criteria Checklist

RRT (Responsible Resource Trustee) Name: _____ Date: _____ (Approval Process)

PHMSA 000087931

	Y	N	N/A	Minimum Criteria
9				<p>Boat Application Operational Technical Issues: If the system involves spray arms or booms that extend out over the edge of a boat and have fan-type nozzles that spray a fixed pattern of dispersant, ensure the dispersant operator has confirmed that application will comply with the following ASTM standards as appropriate:</p> <p>ASTM F 1413-93 "Standard Guide for Oil Spill Dispersant Application Equipment: Boom and Nozzle Systems"</p> <p>ASTM F 1460-98 "Standard Practice for Calibrating Oil Spill Dispersant Application Equipment Boom and Nozzle Systems"</p> <p>ASTM F 1737-96 "Standard Guide for Use of Oil Spill Dispersant Application Equipment during Spill Response: Boom and Nozzle Systems"</p>
10				<p>Fire Monitor Operational and Technical Issues: If the system involves the use of a fire monitor and/or fire nozzle to apply the dispersants from a boat, verify the dispersant operator has confirmed that the application will comply with the following:</p> <p>A straight and narrow "fire stream" flow of dispersant directly into the oil is to be avoided. At such time, as applicable, ASTM standards are finalized, they should be complied with appropriately relative to the process and potential dispersant application described herein.</p> <p>The specific fire monitor system(s) intended for use must have been specifically designed for dispersant application and/or must have been specifically calibrated via field trial for dispersant use.</p>
11				<p>SMART Deployment: Confirm the FOSC has activated the Special Monitoring of Applied Response Technologies (SMART) Program monitoring team. Every attempt should be made to implement the on-water monitoring component of the SMART monitoring protocols in every dispersant application. At a minimum, Tier 1 (visual) monitoring must occur during any dispersant operations approved. Tier 2 or Tier 3 sampling may be required for reapplications.</p>
12				<p>SMART Controller/Observer: Confirm the SMART controller/observer plans to fly over the response zone to visually assess effectiveness of the dispersant applications, and to look out for marine animals.</p>
13				<p>DOI/DOC Representative: Request that the DOI/DOC provides a specialist in aerial surveying of marine mammals/turtles and pelagic/migratory birds to accompany the SMART controller/observer.</p>
14				<p>ESA and RPH Consultations: Confirm RRT representatives of DOI and DOC were notified, if listed species and/or critical habitats are present in the area, or could be present in the area, ensure emergency consultation has been initiated.</p> <p>If applicable, confirm FWS and NMFS representatives have provided recommendations to avoid and/or minimize impacts to listed species and/or critical habitats, and have advised the FOSC whether incidental tasks related to response actions are anticipated.</p>

PHMSA 000087932 response

1. **Aquatic RAR:** What are the specific aquatic resources deemed to be at risk from the non-chemically dispersed spilled product?

2. **Terrestrial RAR:** What are the specific terrestrial resources deemed to be at risk from the shoreline impact of the non-chemically dispersed spilled product?

3. **Time to RAR Impact:** What is the estimated time of impact to the resources identified in 1 & 2 above?

Note: The NOAA SSC should be contacted for trajectory and environmental fate analysis.

4. **Leading Edge Location:** What is the estimated location of the leading edge of the spill at the proposed time of the first dispersant application? (*Lat./Long./proximity to shore*)

Note: Coordinate with the NOAA SSC, the RP, or other information sources to estimate the location of the leading edge of the spill at the proposed time of the first application of dispersants.

5. **Environmental Benefit /Trade Off:** Does it appear that dispersants can be applied at this location in a manner that will likely achieve the desired environmental benefit for the identified RARs?

Are there any specifically known resources in the area targeted for dispersant use that might be negatively impacted by application of chemical dispersants?

If Yes, what are the known resources, and is the negative impact to these resources anticipated to be great enough to offset the benefit to the resources identified in 1 & 2 above?

Are there ways to avoid or minimize adverse effects to known resources (e.g., observers watching for marine wildlife); if so, list:

6. **Shoreline Avoidance:** Given an assessment of the following items for this case, what is the proposed minimum allowable proximity to the shoreline of the dispersant platform while spraying?

Factors to consider, including, but not necessarily limited to:

- Wind speed and direction
- Accuracy of spray
- Shoreline use or resources at risk from overspray
- Type and geometry of shoreline
- Anticipated proximity of oil to shoreline

Oil Spill Response Application / Checklist: In-Situ Burning

PHMSA 000087934

A. SPILL DATA

1. Name of Incident:			
2. Date / Time of Incident:	Date: (mm/dd/yyyy)		Time: (24-hr clock)
3. Incident Source:			
4. Spill Location:	Lat.		Long.
5. Distance/Direction to Nearest Residence or Business:			
6. Product Type Released:			
7. Will product(s) ignite?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
8. Product(s) emulsify easily?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
9. Product already emulsified?	<input type="checkbox"/> Yes; <input type="checkbox"/> Heavy <input type="checkbox"/> Moderate <input type="checkbox"/> Light; <input type="checkbox"/> No		
10. Estimated Volume of Product Released:		GAL/BBL	
11. Has release been stopped?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
10. Estimated Area of Spill:		Surface Area	Sq. Miles
		Surface Area	Sq. Miles
		Surface Area	Sq. Miles

B. WEATHER AND WATER CONDITIONS AT TIME OF THE BURN

1. Temperature:	Air: (deg F)		Water: (deg F)	
2. Weather:	<input type="checkbox"/> Clear <input type="checkbox"/> Partly Cloudy <input type="checkbox"/> Heavy Overcast			
Rain:	<input type="checkbox"/> Heavy <input type="checkbox"/> Moderate <input type="checkbox"/> Light			
Fog:	<input type="checkbox"/> Heavy <input type="checkbox"/> Moderate <input type="checkbox"/> Light			

For inland water or open water in situ burning, as applicable

3. Tidal Condition:	<input type="checkbox"/> Slack Tide <input type="checkbox"/> Flood <input type="checkbox"/> Ebb		
4. Dominant Surface Current (net drift):		Speed (knots):	Direction to (true compass heading):
5. Wind Speed (knots):		Wind direction from:	
6. Expected Transition Time Between On-shore & Off-shore Breeze:			
7. Sea State:	<input type="checkbox"/> Flat Calm <input type="checkbox"/> Light Wind-Chop		Wind-Waves: <input type="checkbox"/> <1 ft. <input type="checkbox"/> 1-3 ft. <input type="checkbox"/> >3 ft.
	Swell (estimated height in ft.):		

8. Water Depth (in ft.):	
9. Other Considerations:	
General Visibility	
Rip Tides/Eddies	
Floating Debris	
Submerged Hazards	

Oil Spill Response Application / Checklist: In-Situ Burning

PHMSA 000087936

E. EVALUATION OF RESPONSE OPTIONS

1. Is in situ burning likely to result in the elimination of Significant Volumes of Spilled Oil? Yes No

2. Will the use of in situ burning interfere with (or in any way reduce the effectiveness of) mechanical recovery and/or dispersant application? Yes No

If Yes, do the potential benefits of burning outweigh the potential reduction in effectiveness of mechanical/dispersant use? Yes No

3. Can in situ burning be used safely, and with an anticipated overall reduction in environmental impact (compared with the decision not to burn)? Yes No

Region VI – RRT Oil Spill Response Checklist for Coastal Wetland In-Situ Burn

This information may be completed by the RRT with input from the SSC
PHMSA 000087937

PHMSA Form 1042-1 (01/2013) (Replaces PHMSA Form 1042-1 (01/2009))

Name of Incident:			
Date / Time of Incident	Date: (mm/dd/yyyy)	Time: (24-hr clock)	
Name of Product Spilled (specify gravity, API or MSDS attached if available):			
Total Volume of Oil Spilled:			
Total Volume of Oil to be Burned:			
Oil Thickness Over Water:			
Wetland Type (e.g., salt marsh) and Dominant Plant Species:			
Description of Incident:			
Description and Size of Area to be Burned (include location of proposed burn with respect to spill source, an attached sketch, survey, or picture of area would be helpful):			
Environmental Concerns and Recommendations (include environmental trade-offs, water depth in marsh, past management practices, possible impending weather, presence of wildlife, alternate or additional clean-up methods):			
Local Air Quality Personnel Notified:	Name:	Telephone #:	
Landowner Notified:	Name:	Telephone #:	
Distance to Nearest Population Center:			
Environmental Review:	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Site Safety Plan Review	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Present and Forecasted Weather:			
Status of Spill Source:			
Description of Operations (include how the fire will be contained, controlled, and ignited):			
Method to Recover Burn Residue:			
Monitoring to be Performed:			

(b) (3), (b) (7)(F)

Active Koch Pipeline Operated Pipelines Southeast Texas Zone

- ★ Pipeline Worst Case Discharge
- ★ Breakout Tank Worst Case Discharge
- Active Product Pipeline
- Inactive Products Pipeline



0 3 6 9 12 Miles

(b) (3), (b) (7) (F)

LEGEND

- High Population Area (HPA) with buffer
- Other Populated Area (OPA) with buffer
- Drinking Water Resource Area (DWRA) with buffer
- Ecological Area (ECA) with buffer
- Commercially Navigable Waterway (CNW) with buffer
- Public Land Survey Township Range
- Buffered Transport Pipe (BTP)
- Coating Change
- Pipe Specification Change
- Check Valve
- Indirect / Potential
- Drain
- Pipeline
- Pipeline Covered Section
- Interstates / Turnpikes
- Federal Highways
- State Highways
- Major Local Roads
- Roads
- Railroad
- Waterway
- County Line
- State Line
- Natural Ground
- Mainline Valve
- Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

- Response Scenario 1**
 - No EFRDs
 - No Response to Block Valves
- Response Scenario 2**
 - EFRDs
 - No Response to Block Valves
- Response Scenario 3**
 - EFRDs
 - Response to Block Valves

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**FHR East Texas System
INDEX 80130600**

306 PREMCOR (VALERO) TO MOTIVA/O

FROM 14+41 TO 127+89
TOTAL PIPE LENGTH = 11348 FEET

FILE: EFRD-SMAP-80130600-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 3 29 26 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND

	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Ripe Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Manline Valve
			Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80131300**

313 A&O TO C4
FROM +0 TO 345+35
TOTAL PIPE LENGTH = 34535 FEET

FILE: EFRD-SMAP-80131300-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 6:10:12 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND	
	High Population Area (HPA) with buffer
	Other Populated Area (OPA) with buffer
	Drinking Water Resource Area (DWRA) with buffer
	Ecological Area (ECA) with buffer
	Commercially Navigable Waterway (CNW) with buffer
	Public Land Survey Township Range
	Buffered Transport Pipe (BTP)
	Coating Change
	Ripe Specification Change
	Check Valve
	Indirect / Potential
	Drain
	Pipeline
	Pipeline Covered Section
	Interstates / Turnpikes
	Federal Highways
	State Highways
	Major Local Roads
	Roads
	Railroad
	Waterway
	County Line
	State Line
	Natural Ground
	Mainline Valve
	Remote Operated Valve

PIPE SPECIFICATIONS	
NO.	DESCRIPTION

COATING SPECIFICATIONS	
NO.	DESCRIPTION

VOLUME GRAPH LEGEND	
	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80140900**

**409-8" A.O. FACILITIES TO PT. NECHES
TERMINAL**
FROM +0 TO 367+99
TOTAL PIPE LENGTH = 36799 FEET

FILE: EFRD-SMAP-80140900-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 4 22 23 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND	
	High Population Area (HPA) with buffer
	Other Populated Area (OPA) with buffer
	Drinking Water Resource Area (DWRA) with buffer
	Ecological Area (ECA) with buffer
	Commercially Navigable Waterway (CNW) with buffer
	Public Land Survey Township/Range
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Polygons)
	Coating Change
	Ripe Specification Change
	Check Valve
	Indirect / Potential
	Drain
	Pipeline
	Pipeline Covered Section
	Interstates / Turnpikes
	Federal Highways
	State Highways
	Major Local Roads
	Roads
	Railroad
	Waterway
	County Line
	State Line
	Natural Ground
	Mainline Valve
	Remote Operated Valve

PIPE SPECIFICATIONS	
NO.	DESCRIPTION

COATING SPECIFICATIONS	
NO.	DESCRIPTION

VOLUME GRAPH LEGEND	
	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80141000**

410-8" -10" CYCLOHEXANE
FROM +0 TO 248+69
TOTAL PIPE LENGTH = 24869 FEET

FILE: EFRD-SMAP-80141000-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 4 27:10 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND

	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Pipe (Ground Flow & Hydrographic Transport Pipe, Lateral Opened & Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Ripe Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Mainline Valve
			Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80141200**

412 PT ARTHUR TERMINAL TO A&O
FROM +0 TO 171+09
TOTAL PIPE LENGTH = 27536 FEET

FILE: EFRD-SMAP-80141200-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 3:12 20 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND

	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Pipe (Ground Flow & Hydrostatic Transport Pipe, Lateral Opened, Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Ripe Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Mainline Valve
			Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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FHR East Texas System INDEX 80141600

416 O&O TO A&O
FROM +0 TO 375+35
TOTAL PIPE LENGTH = 37535 FEET

FILE: EFRD-SMAP-80141600-AS_SMAP-B-1

SHEET CREATION DATE: 12/29/2009 9:14 20 AM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND

- High Population Area (HPA) with buffer
- Other Populated Area (OPA) with buffer
- Drinking Water Resource Area (DWRA) with buffer
- Ecological Area (ECA) with buffer
- Commercially Navigable Waterway (CNW) with buffer
- Public Land Survey Township Range
- Buffered Transport Pipe (BTP)
- Coating Change
- Pipe Specification Change
- Check Valve
- Indirect / Potential
- Drain
- Pipeline
- Pipeline Covered Section
- Interstates / Turnpikes
- Federal Highways
- State Highways
- Major Local Roads
- Roads
- Railroad
- Waterway
- County Line
- State Line
- Natural Ground
- Mainline Valve
- Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

- Response Scenario 1**
 - No EFRDs
 - No Response to Block Valves
- Response Scenario 2**
 - EFRDs
 - No Response to Block Valves
- Response Scenario 3**
 - EFRDs
 - Response to Block Valves

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**FHR East Texas System
INDEX 80141800**

10" - PL 418 CYCLOHEXANE
FROM +0 TO 423+46
TOTAL PIPE LENGTH = 42346 FEET

FILE: EFRD-SMAP-80141800-AS_SMAP-B-1

SHEET CREATION DATE: 9/29/2009 7 22:54 AM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND

	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Ripe Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Manhole Valve
			Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80141900**

419 PT NECHES TERMINAL TO A&O TANK
33755

FROM +0 TO 364+58
TOTAL PIPE LENGTH = 36458 FEET

FILE: EFRD-SMAP-80141900-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 3:17:14 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND

	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Pipe (Ground Flow & Hydrographic Transport Pipe, Lateral Opened & Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Ripe Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Mainline Valve
			Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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FHR East Texas System INDEX 80150600

506-8" PROPANE MONT BELVIEU TO PORT ARTHUR

FROM 1346+48 TO 2417+30
TOTAL PIPE LENGTH = 107318 FEET

FILE: EFRD-SMAP-80150600-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 5 31 57 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 3

(b) (3), (b) (7) (F)

LEGEND	
	High Population Area (HPA) with buffer
	Other Populated Area (OPA) with buffer
	Drinking Water Resource Area (DWRA) with buffer
	Ecological Area (ECA) with buffer
	Commercially Navigable Waterway (CNW) with buffer
	Public Land Survey Township Range
	Buffered Transport Pipe (BTP)
	Coating Change
	Pipe Specification Change
	Check Valve
	Indirect / Potential
	Drain
	Pipeline
	Pipeline Covered Section
	Interstates / Turnpikes
	Federal Highways
	State Highways
	Major Local Roads
	Roads
	Railroad
	Waterway
	County Line
	State Line
	Natural Ground
	Mainline Valve
	Remote Operated Valve

PIPE SPECIFICATIONS	
NO.	DESCRIPTION

COATING SPECIFICATIONS	
NO.	DESCRIPTION

VOLUME GRAPH LEGEND	
	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80150600**

506-8" PROPANE MONT BELVIEU TO PORT ARTHUR
FROM 2417+30 TO 3490+48
TOTAL PIPE LENGTH = 107318 FEET

FILE: EFRD-SMAP-80150600-AS_SMAP-B-2

SHEET CREATION DATE: 9/28/2009 12:26:08 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 2 OF 3

(b) (3), (b) (7) (F)

LEGEND	
	High Population Area (HPA) with buffer
	Other Populated Area (OPA) with buffer
	Drinking Water Resource Area (DWRA) with buffer
	Ecological Area (ECA) with buffer
	Commercially Navigable Waterway (CNW) with buffer
	Public Land Survey Township Range
	Buffered Transport Pipe (BTP)
	Coating Change
	Pipe Specification Change
	Check Valve
	Indirect / Potential
	Drain
	Pipeline
	Pipeline Covered Section
	Interstates / Turnpikes
	Federal Highways
	State Highways
	Major Local Roads
	Roads
	Railroad
	Waterway
	County Line
	State Line
	Natural Ground
	Mainline Valve
	Remote Operated Valve

PIPE SPECIFICATIONS	
NO.	DESCRIPTION

COATING SPECIFICATIONS	
NO.	DESCRIPTION

VOLUME GRAPH LEGEND	
	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80150600**

506-8" PROPANE MONT BELVIEU TO PORT ARTHUR
FROM 3490+48 TO 4563+66
TOTAL PIPE LENGTH = 107318 FEET

FILE: EFRD-SMAP-80150600-AS_SMAP-B-3

SHEET CREATION DATE: 9/28/2009 12:27:23 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 3 OF 3

(b) (3), (b) (7) (F)

LEGEND	
	High Population Area (HPA) with buffer
	Other Populated Area (OPA) with buffer
	Drinking Water Resource Area (DWRA) with buffer
	Ecological Area (ECA) with buffer
	Commercially Navigable Waterway (CNW) with buffer
	Public Land Survey Township Range
	Buffered Transport Pipe (BTP)
	Coating Change
	Pipe Specification Change
	Check Valve
	Indirect / Potential
	Drain
	Pipeline
	Pipeline Covered Section
	Interstates / Turnpikes
	Federal Highways
	State Highways
	Major Local Roads
	Roads
	Railroad
	Waterway
	County Line
	State Line
	Natural Ground
	Mainline Valve
	Remote Operated Valve

PIPE SPECIFICATIONS	
NO.	DESCRIPTION

COATING SPECIFICATIONS	
NO.	DESCRIPTION

VOLUME GRAPH LEGEND	
	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80150601**

506A
FROM +0 TO 6+60
TOTAL PIPE LENGTH = 660 FEET

FILE: EFRD-SMAP-80150601-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 12:45:20 PM

UTM - 1983 Zone 15 SCALE: 1 N = 1 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

(b) (3), (b) (7) (F)

LEGEND

	High Population Area (HPA) with buffer		Indirect / Potential
	Other Populated Area (OPA) with buffer		Drain
	Drinking Water Resource Area (DWRA) with buffer		Pipeline
	Ecological Area (ECA) with buffer		Pipeline Covered Section
	Commercially Navigable Waterway (CNW) with buffer		Interstates / Turnpikes
	Public Land Survey Township / Range		Federal Highways
	Buffered Transport Paths (Overland Flow & Hydrographic Transport Paths, Lateral Spread & Water Body Polygons)		State Highways
	Coating Change		Major Local Roads
	Ripe Specification Change		Roads
	Check Valve		Railroad
			Waterway
			County Line
			State Line
			Natural Ground
			Mainline Valve
			Remote Operated Valve

PIPE SPECIFICATIONS

NO.	DESCRIPTION

COATING SPECIFICATIONS

NO.	DESCRIPTION

VOLUME GRAPH LEGEND

	Response Scenario 1 - No EFRDs - No Response to Block Valves
	Response Scenario 2 - EFRDs - No Response to Block Valves
	Response Scenario 3 - EFRDs - Response to Block Valves

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**FHR East Texas System
INDEX 80150900**

509
FROM +0 TO 27+60
TOTAL PIPE LENGTH = 2760 FEET

FILE: EFRD-SMAP-80150900-AS_SMAP-B-1

SHEET CREATION DATE: 9/28/2009 5:41:18 PM

UTM - 1983 Zone 15 SCALE: 1 N = 2 MI

BandDef_SMAP_B.xml SHEET 1 OF 1

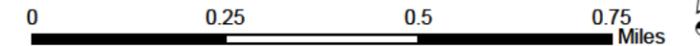
(b) (3), (b) (7)(F)

Overview

INV S - Linde Plant to INVISTA LaPorte
Index: 80301060
Linde Plant to INVISTA LaPorte

Date: July 07, 2012

-  HCA COVERED SECTION
-  KOCH PIPELINES
-  COMMERCIALLY NAVIGABLE WATERWAY
-  DRINKING WATER RESOURCE HCA (Buffered)
-  ECOLOGICAL HCA (Buffered)
-  POPULATION HCA (Buffered)



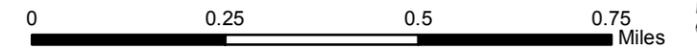
(b) (3), (b) (7) (F)

-  HCA COVERED SECTION
-  KOCH PIPELINES
-  COMMERCIALLY NAVIGABLE WATERWAY
-  DRINKING WATER RESOURCE HCA (Buffered)
-  ECOLOGICAL HCA (Buffered)
-  POPULATION HCA (Buffered)

Overview

INV Q - LaPorte 6" Q Segment
Index: 80301040
Equistar to Dow Plant

Date: July 19, 2012



(b) (3), (b) (7)(F)



NO MAJOR RIVER CROSSINGS

Overview

306 Premcor (Valero) To Motiva/A&O, 6in.
Index: 80130600
306 Premcor (Valero) To Motiva/A&O

Date: September 21, 2011

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

313 A&O to C4, 6in.
Index: 80131300
313 A&O to C4

Date: September 20, 2011

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

409 - 8" A&O Facilities to Pt. Neches Terminal
Index: 80140900
A&O Facilities to Pt. Neches Terminal

Date: September 21, 2011

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

410 - 8"-10" Cyclohexane
Index: 80141000
410 - Cyclohexane

Date: September 21, 2011

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

412 Pt. Arthur Terminal to A&O, 4in. & 8in.
Index: 80141200
412 Pt. Arthur Terminal to A&O

Date: September 21, 2011

(b) (3), (b) (7)(F)



NO MAJOR RIVER CROSSINGS

Overview

413 - PYROLYSIS GASOLINE 4in
Index: 80141300
413 - PYROLYSIS GASOLINE

Date: January 1, 2013

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

416 O&O To O&O, 6in.
Index: 80141600
416 O&O To O&O

Date: September 21, 2011

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

10" - PL 418 Cyclohexane
Index: 80141800
418 Cyclohexane

Date: September 21, 2011

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

419 Pt. Neches Terminal to A&O Tank 33755, 12in.
Index: 80141900
419 Pt. Neches Terminal to A&O Tank 33755

Date: September 21, 2011

(b) (3), (b) (7)(F)



No Major River Crossings

Overview

423 - PROLYSIS GASOLINE 3in and 4in
Index: 80142300
423 - PROLYSIS GASOLINE

Date: January 3, 2013

(b) (3), (b) (7) (F)

(b) (3), (b) (7) (F)

(b) (3), (b) (7)(F)



NO MAJOR RIVER CROSSINGS

Overview

506A, 8in.
Index: 80150601
506A

Date: September 21, 2011

(b) (3), (b) (7)(F)



NO MAJOR RIVER CROSSINGS

Overview

509 8in.
Index: 80150900
509

Date: September 21, 2011

(b) (3), (b) (7) (F)

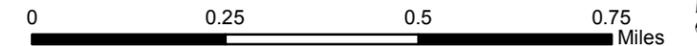
-  HCA COVERED SECTION
-  KOCH PIPELINES
-  COMMERCIALLY NAVIGABLE WATERWAY
-  DRINKING WATER RESOURCE HCA (Buffered)
-  ECOLOGICAL HCA (Buffered)
-  POPULATION HCA (Buffered)



Overview

INV S - Linde Plant to INVISTA LaPorte
Index: 80301060
Linde Plant to INVISTA LaPorte

Date: July 07, 2012



(b) (3), (b) (7) (F)



NO MAJOR RIVER CROSSINGS

Overview

INV Q - LaPorte 6" Q Segment
Index: 80301040
Equistar to Dow Plant

Date: July 19, 2012

Site Specific Information

TGLO Response Atlas Map #7, Polygon #16,17,18,19;
Taylor Bayou-Site #106

No Photograph Available

Site Information

Site 106 is an oxbow located on the West bank of Taylor Bayou. It is approximately $\frac{3}{4}$ of a mile East of Jack's Shrimp House and 2 $\frac{1}{4}$ miles South of the Taylor Bayou/Hwy73 Bridge. J. D. Murphree Wildlife Management Area is located on the South and West banks.

Latitude:	(b) (7)(F), [REDACTED]	Longitude:	(b) (7)(F), [REDACTED]
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/08/00

Access

Closest Boat Ramp:	Taylor Bayou/Hwy 73 Bridge; West Port Arthur/ICWW Bridge
Distance:	15 minutes, 20 minutes
Boat type recommended:	Small craft for easier launch
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Sabine Pass.

Directions from MSU Port Arthur

To reach the Taylor Bayou/Hwy 73 Bridge you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach Taylor Bayou. Exit to the Right immediately before the bridge. The boat launch is located under the Taylor Bayou/Hwy 73 Bridge.

To reach the West Port Arthur/ICWW Bridge you would take Hwy 69/96 South to Hwy 73 West. Exit onto Hwy 82 South. Travel on Hwy 82 South to Hwy 87 South. Continue on Hwy 87 South until you reach the ICWW. The boat launch is located on the North side of the West Port Arthur/ICWW Bridge.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551

Resources at Risk

Atlas Priority: **Medium**
Environmental: Habitat waterfowl and wading birds
Economic: Jefferson County

Safety/ Cautionary Notes

Shallow at low tide

Booming Strategy Recommendation

Recommendation: Use 800 feet of protective boom to cover both inlets. The levee on J. D. Murphree is a possible staging area.

Number of personnel:	2	Tidal Influence:	Medium
Water depth at mouth:	4 ft.	Width of inlet:	750 ft. at a 45° angle

Site Specific Information

TGLO Response Atlas Map 7, Polygon #16,17,18,19;
Taylor Bayou Site #107



Site Information

Site 107 is the pump station located on the East bank of Taylor Bayou approximately 2 ½ miles Southeast of the Taylor Bayou/Hwy 73 Bridge.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/08/00

Access

Closest Boat Ramp:	Taylor Bayou/Hwy 73 Bridge; West Port Arthur/ICWW Bridge
Distance:	10 minutes, 25 minutes
Boat type recommended:	Small craft for easier launch
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Sabine Pass.

Directions from MSU Port Arthur

To reach the Taylor Bayou/Hwy 73 Bridge you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach Taylor Bayou. Exit to the Right immediately before the bridge. The boat launch is located under the Taylor Bayou/Hwy 73 Bridge.

To reach the West Port Arthur/ICWW Bridge you would take Hwy 69/96 South to Hwy 73 West. Exit onto Hwy 82 South. Travel on Hwy 82 South to Hwy 87 South. Continue on Hwy 87 South until you reach the ICWW. The boat launch is located on the North side of the West Port Arthur/ICWW Bridge.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551
Port Arthur Fire Dept.	(409) 983-8700

Resources at Risk

Atlas Priority: **Low**
Environmental: Habitat waterfowl and wading birds
Economic: Inside Port Arthur City limits

Safety/ Cautionary Notes

Shallow near bank, submerged structures

Booming Strategy Recommendation

Recommendation:	Use 300 feet of protective boom at a 45° angle.		
Number of personnel:	2	Tidal Influence:	Medium
Water depth at mouth:	15 ft.	Width of inlet:	162 ft. at a 45° angle

Site Specific Information

TGLO Response Atlas Map 7, Polygon #16,17,18,19;
Taylor Bayou-Site #108



Site Information

Site 108 is the Port Arthur Hunting Club and Marina, which is located on the East bank of Taylor Bayou. This site is approximately 2 miles East-Southeast of the Taylor Bayou/Hwy 73 Bridge. There is a small boat launch located at this site. Permission would have to be granted to utilize this launch. J. D. Murphree Park is nearby and houses a higher quality boat launch.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/08/00

Access

Closest Boat Ramp:	Taylor Bayou/Hwy 73 Bridge; West Port Arthur/ICWW Bridge
Distance:	10 minutes, 25 minutes
Boat type recommended:	Small craft for easier launch
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Sabine Pass.

Directions from MSU Port Arthur

To reach the Taylor Bayou/Hwy 73 Bridge you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach Taylor Bayou. Exit to the Right immediately before the bridge. The boat launch is located under the Taylor Bayou/Hwy 73 Bridge.

To reach the West Port Arthur/ICWW Bridge you would take Hwy 69/96 South to Hwy 73 West. Exit onto Hwy 82 South. Travel on Hwy 82 South to Hwy 87 South. Continue on Hwy 87 South until you reach the ICWW. The boat launch is located on the North side of the West Port Arthur/ICWW Bridge.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551
Port Arthur Fire Dept.	(409) 983-8700

Resources at Risk

Atlas Priority: **Low**
Environmental: Habitat waterfowl and wading birds
Economic: Inside Port Arthur City limits

Safety/ Cautionary Notes

Shallow near banks

Booming Strategy Recommendation

Recommendation: Use 500 feet of protective boom at a 45° angle or in a “V” pattern.

Number of personnel:	2	Tidal Influence:	Medium
Water depth at mouth:	8 ft.	Width of inlet:	300 ft. at 45° angle

Site Specific Information

TGLO Response Atlas Map #7, Polygon #6,16,27;
Taylor Bayou Site #109



Site Information

Site 109 is an oxbow that is located approximately $\frac{3}{4}$ of a mile Southeast of the Taylor Bayou/Hwy 73 Bridge on the East bank of Taylor Bayou. Jacks Shrimp House and J. D. Murphree Wildlife Management Area is located within this oxbow. The East inlet of this oxbow can be reached by taking Hwy 73 West and then left on Jade Ave toward the levee.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/08/00

Access

Closest Boat Ramp:	J. D. Murphree boat launch; Taylor's Bayou/Hwy 73 Bridge
Distance:	On site, 10 minutes
Boat type recommended:	Small craft for easier launch
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Sabine Pass.

Directions from MSU Port Arthur

To reach the J.D. Murphree Wildlife Management Area Park you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach the J.D. Murphree WMA sign. You will take the very next "U" turn and head East to the entrance.

To reach the Taylor Bayou/Hwy 73 Bridge you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach Taylor Bayou. Exit to the Right immediately before the bridge. The boat launch is located under the Taylor Bayou/Hwy 73 Bridge.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551
Port Arthur Fire Dept.	(409) 983-8700
Jacks Shrimp House	(409) 736-3900

Resources at Risk**Atlas Priority:****Medium****Environmental:**

Habitat waterfowl and wading birds

Economic:

Inside Port Arthur City limits, commercial, and residential area

Safety/ Cautionary Notes

A high volume of commercial and recreational traffic can be in this area.

Booming Strategy Recommendation**Recommendation:**

Use 1000 feet of protective boom for the East inlet and 1000 feet of protective boom for the West inlet at a 45° angle or “V” pattern.

Number of personnel:

2

Tidal Influence:

Medium

Water depth at mouth:

7 ft.

Width of inlet:E 600 ft.; W 750 ft.
at a 45° angle

Site Specific Information

TGLO Response Atlas Map #7, Polygon #14,1,26,27;
Taylor Bayou Site #110



Site Information

Site 110 consists of three inlets that lead into Big Hill Bayou. Big Hill Bayou feeds into J. D. Murphree Wildlife Management Area, which is a sensitive marsh area. This site is located approximately $\frac{3}{4}$ of a miles East-Southeast of the Taylor Bayou/Hwy 73 Bridge on the West bank of Taylor Bayou.

Latitude:	(b) (7)(F), (b) (3)	Longitude:	(b) (7)(F), (b) (3)
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/08/00

Access

Closest Boat Ramp:	J. D. Murphree boat launch; Taylor Bayou/Hwy 73 Bridge
Distance:	On site, 10 minutes
Boat type recommended:	Small craft for easier launch
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Sabine Pass.

Directions from MSU Port Arthur

To reach the J.D. Murphree Wildlife Management Area Park you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach the J.D. Murphree WMA sign. You will take the very next "U" turn and head East to the entrance.

To reach the Taylor Bayou/Hwy 73 Bridge you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach Taylor Bayou. Exit to the Right immediately before the bridge. The boat launch is located under the Taylor Bayou/Hwy 73 Bridge.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551
Port Arthur Fire Dept.	(409) 983-8700
JBS Shrimp House	(409) 736-3900

Resources at Risk**Atlas Priority:****High****Environmental:**

Habitat waterfowl and wading birds

Economic:

Inside Port Arthur City limits, commercial traffic

Safety/ Cautionary Notes

A high volume of commercial and recreational traffic is in this area.

Booming Strategy Recommendation**Recommendation:**Use three separate sections of protective boom at a 45° angle
From East to West use 400 feet, 400 feet and 300 feet of boom.**Number of personnel:**

2

Tidal Influence:

Medium

Water depth at mouth:

5-8 ft.

Width of inlet:E to W: 225 ft, 225 ft,
135 ft. at a 45° angle

Site Specific Information

TGLO Response Atlas Map 7, Polygon #6,12,15,16;
Taylor Bayou-Site #111



Site Information

Site 111 is a wide inlet located on the West bank of Taylor Bayou, immediately South of Hwy 73. This site is easily recognized by the power-lines running overhead. This is a high flood prone area.

Latitude:	(b) (7)(F), 11343	Longitude:	(b) (7)(F), 91633
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/08/00

Access

Closest Boat Ramp:	J. D. Murphree boat launch; Taylor Bayou/Hwy 73 Bridge
Distance:	10 minutes, 1 minute
Boat type recommended:	Small craft for easier launch
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Sabine Pass.

Directions from MSU Port Arthur

To reach the J.D. Murphree Wildlife Management Area Park you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach the J.D. Murphree WMA sign. You will take the very next "U" turn and head East to the entrance.

To reach the Taylor Bayou/Hwy 73 Bridge you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach Taylor Bayou. Exit to the Right immediately before the bridge. The boat launch is located under the Taylor Bayou/Hwy 73 Bridge.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551

Resources at Risk

Atlas Priority: **High**
Environmental: Habitat waterfowl and wading birds
Economic: Boat docks, house in inlet.

Safety/ Cautionary Notes

A high volume of commercial and recreational traffic is in this area. Caution should be use near this site due to oddly placed telephone poles.

Booming Strategy Recommendation

Recommendation: Use 600 feet of protective boom at a 45° angle. The bridge supports and telephone poles could be used to off boom.
Number of personnel: 2 **Tidal Influence:** Medium
Water depth at mouth: N/A **Width of inlet:** 465 feet.

Site Specific Information

TGLO Response Atlas Map #7, Polygon #1,2,3,4,6,7,8,9,10,11,12,15,20,22;
Taylor Bayou Site #112



Site Information

Site 112 consists of Taylor Bayou North of Highway 73 and Hillebrandt Bayou. There are many inlets and oxbows within this area. Both Bayous' are shallow beyond this point. Spills originating North of Hwy 73 would primarily be from pipelines because there is very little boat traffic beyond this point. Most of the area is best suited for a john boat or airboat. Even areas that are further out from shore may be less than 1 foot in depth. The shoreline on both Bayous' consists of highly sensitive marsh. Some homes and buildings are located on the West fork of Taylor Bayou.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/08/00

Access

Closest Boat Ramp:	J. D. Murphree boat launch; Taylor Bayou/Hwy 73 Bridge
Distance:	10 minutes, 2 minutes
Boat type recommended:	Small craft for easier launch
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Sabine Pass.

Directions from MSU Port Arthur

To reach the J.D. Murphree Wildlife Management Area Park you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach the J.D. Murphree WMA sign. You will take the very next "U" turn and head East to the entrance.

To reach the Taylor Bayou/Hwy 73 Bridge you would take Hwy 69/96 South to Hwy 73 West. Continue on Hwy 73 West until you reach Taylor Bayou. Exit to the Right immediately before the bridge. The boat launch is located under the Taylor Bayou/Hwy 73 Bridge.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551

Resources at Risk**Atlas Priority:****High****Environmental:**

Taylor Bayou and Hillebrandt Bayou have highly sensitive shorelines with bottomland hardwoods and nursery areas.

Economic:

Residential area

Safety/ Cautionary Notes

Very shallow, floating vegetation, reptiles

Booming Strategy Recommendation**Recommendation:**

Deflection strategies should be used to keep the pollution from touching the shoreline. Use 100-200 foot sections of boom, as needed, to deflect the oil away from this area.

Number of personnel:

2-4

Tidal Influence:

Medium

Water depth at mouth:

ft.

Width of inlet:

N/A

Site Specific Information

TGLO Response Atlas Map #6, Polygon #9,11,13;
Neches River-Site #33

No Photograph Available

Site Information

Site 33 is the intake canal for Fina Oil and Chemical. This site is located on the West bank of the Neches River approximately $\frac{3}{4}$ of a mile North of the Rainbow Bridge. Fina Oil and Chemical should be notified if a spill threatens this area. The banks are high with clay substrate.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/1/00

Access

Closest Boat Ramp:	Rainbow Marina; Port Neches Park
Distance:	2 minutes; 10 minutes
Boat type recommended:	Small, medium
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Jefferson County Airport

Directions from MSU Port Arthur

To reach Rainbow Marina you would take Hwy 69/96 South to Hwy 73 East. Exit off Hwy 73 East, to the Right, immediately before you reach the Veteran's Memorial Bridge. Travel underneath the Veteran's Memorial Bridge. Rainbow Marina is located near the base of the Rainbow Bridge on Hwy 73 West.

To reach Port Neches Park you would take Hwy 365 toward Port Neches. Take a Right on Hwy 366 and continue down to the first red light, which is Merriman. Take a Left on Merriman. Travel past Port Neches High School. The park is located at the end of Merriman.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
Fina Oil & Chemical	(409) 962-4421
TX Parks & Wildlife	(409) 736-2551

Resources at Risk

Atlas Priority: **Not rated at this time. Site may require attention.**
Environmental: N/A
Economic: Fina Oil & Chemical

Safety/ Cautionary Notes

Strong currents in this area

Booming Strategy Recommendation

Recommendation: In the event of a spill, contact Fina Oil & Chemical. Use 500 feet of protective boom at a 45° angle. A reel of boom is located at this site.

Number of personnel: 2-4

Water depth at mouth: 25 ft.

Tidal Influence: High

Width of inlet: 348 ft. at
a 45° angle

Site Specific Information

TGLO Response Atlas Map #6, Polygon #10,11,13;
Neches River-Site #34



Site Information

Site 34 consists of two adjacent inlets that are located on the West bank of the Neches River. This site is approximately 1½ miles North of the Rainbow Bridge/Hwy 73. Star Canal/Acid Canal is the West inlet and Molasses Bayou is the East inlet. Star/Acid Canal leads to Associated Marine Services Inc. There is road access to this canal from Sarah Jane Rd. The banks of both inlets are lined with trees that may be used to anchor boom.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/1/00

Access

Closest Boat Ramp:	Rainbow Marina; Port Neches Park
Distance:	4 minutes; 6 minutes
Boat type recommended:	Small, medium
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Jefferson County Airport

Directions from MSU Port Arthur

To reach Rainbow Marina you would take Hwy 69/96 South to Hwy 73 East. Exit off Hwy 73 East, to the Right, immediately before you reach the Veteran's Memorial Bridge. Travel underneath the Veteran's Memorial Bridge. Rainbow Marina is located near the base of the Rainbow Bridge on Hwy 73 West.

To reach Port Neches Park you would take Hwy 365 toward Port Neches. Take a Right on Hwy 366 and continue down to the first red light, which is Merriman. Take a Left on Merriman. Travel past Port Neches High School. The park is located at the end of Merriman.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551
Associated Marine	(409) 962-0924

Resources at Risk**Atlas Priority:****Medium****Environmental:**

Brackish marsh habitat for wading birds, shore birds, and waterfowl

Economic:

Associated Marine Inc.

Safety/ Cautionary Notes

Strong currents are present in this area

Booming Strategy Recommendation**Recommendation:**

Use 300 feet of protective boom at a 45° angle.

Number of personnel:

2-4

Tidal Influence:

Medium

Water depth at mouth:

4 ft.

Width of inlet:

246 ft. at

a 45° angle

Site Specific Information

TGLO Response Atlas Map #6, Polygon #1,4,5;
Neches River-Site #35



Site Information

Site 35 is the Entergy/GSU out-fall canal. This site is located on the East bank of the Neches River approximately 1 ¾ miles North of the Rainbow Bridge. This site consists of two inlets that are wide with brackish marsh shores. Power-lines run overhead.

Latitude:	(b) (7)(F), (4) (2)	Longitude:	(b) (7)(F), (4) (2)
NOAA chart #	11343	County:	Orange
Nearest ICW marker:	N/A	Date last visited:	4/18/06

Access

Closest Boat Ramp:	Rainbow Marina; Port Neches Park
Distance:	4 minutes; 6 minutes
Boat type recommended:	Small, medium
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Jefferson County Airport

Directions from MSU Port Arthur

To reach Rainbow Marina you would take Hwy 69/96 South to Hwy 73 East. Exit off Hwy 73 East, to the Right, immediately before you reach the Veteran's Memorial Bridge. Travel underneath the Veteran's Memorial Bridge. Rainbow Marina is located near the base of the Rainbow Bridge on Hwy 73 West.

To reach Port Neches Park you would take Hwy 365 toward Port Neches. Take a Right on Hwy 366 and continue down to the first red light, which is Merriman. Take a Left on Merriman. Travel past Port Neches High School. The park is located at the end of Merriman.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551
Entergy/GSU	(409) 735-7191

Resources at Risk

Atlas Priority: **Medium**
Environmental: Brackish marsh habitat for wading birds, shore birds, and waterfowl
Economic: Entergy/GSU

Safety/ Cautionary Notes

Strong currents present in this area

Booming Strategy Recommendation

Recommendation: Refer to the picture below for booming strategy. This can also be used as a collection point on the north and south side of the inlet.

Number of personnel:	6-8	Tidal Influence:	Medium
Water depth at mouth:	18 ft.	Width of inlet:	528 ft. and 488 ft. at a 45° angle

Equipment: 1100 ft of 18" Boom
 2 Boats
 (3) 30-lb minimum anchors
 Prefer 6 tow bridles
 3 anchoring systems
 4 stakes (with means of pounding stakes)



Site Specific Information

TGLO Response Atlas Map#6, Polygon #1,4;
Neches River-Site #36



Site Information

Site 36 is a small inlet located at the far side of the Fina Anchorage. The first entrance to the Fina Anchorage is located on the East bank of the Neches River approximately 2 ¼ miles North of the Rainbow Bridge. This site is located nearly ½ of a mile inside the Fina Anchorage on the East bank. This inlet feeds a sensitive marsh North of the Anchorage.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Orange
Nearest ICW marker:	N/A	Date last visited:	8/16/05

Access

Closest Boat Ramp:	Rainbow Marina; Port Neches Park
Distance:	5 minutes; 3 minutes
Boat type recommended:	Small, medium
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Jefferson County Airport

Directions from MSU Port Arthur

To reach Rainbow Marina you would take Hwy 69/96 South to Hwy 73 East. Exit off Hwy 73 East, to the Right, immediately before you reach the Veteran's Memorial Bridge. Travel underneath the Veteran's Memorial Bridge. Rainbow Marina is located near the base of the Rainbow Bridge on Hwy 73 West.

To reach Port Neches Park you would take Hwy 365 toward Port Neches. Take a Right on Hwy 366 and continue down to the first red light, which is Merriman. Take a Left on Merriman. Travel past Port Neches High School. The park is located at the end of Merriman.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551

Resources at Risk**Atlas Priority:****High****Environmental:**

Brackish marsh habitat for river otter, wading birds, shore birds, and waterfowl, fish and crabs

Economic:

Commercial traffic uses this area frequently

Safety/ Cautionary Notes

Strong currents are present in this area

Booming Strategy Recommendation**Recommendation:**

Use 200 feet of protective boom using a chevron configuration. Trees on the shore can be used for anchor points. Refer to the picture below for booming strategy.

Number of personnel:

4-6

Tidal Influence:

Medium

Water depth at mouth:

10 ft.

Width of inlet:60 ft. at
a 45° angle**Equipment recommended:**

200 ft of 18" boom

2 boats

4 stakes for anchoring (with means of pounding stakes)

20-lb anchor

50-60 ft of anchor line

Anchor buoy



Site Specific Information

TGLO Response Atlas Map #6, Polygon #1,3,4;
Neches River-Site #37



Site Information

Site 37 consists of three small inlets located on the Northwest bank of the Fina Anchorage. The second entrance to the Fina Anchorage is located on the East bank of the Neches River approximately 3 ¼ miles North of the Rainbow Bridge. This site is located just inside the Fina Anchorage on the Northwest bank. The water depth drops quickly near the shore. These inlets may be difficult to recognize during high tides.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Orange
Nearest ICW marker:	N/A	Date last visited:	3/08/06

Access

Closest Boat Ramp:	Port Neches Park
Distance:	2 minutes
Boat type recommended:	Small, medium
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Jefferson County Airport

Directions from MSU Port Arthur

To reach Port Neches Park you would take Hwy 365 toward Port Neches. Take a Right on Hwy 366 and continue down to the first red light, which is Merriman. Take a Left on Merriman. Travel past Port Neches High School. The park is located at the end of Merriman.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
TX Parks & Wildlife	(409) 736-2551

Resources at Risk**Atlas Priority:****High****Environmental:**

Brackish marsh habitat for river otter, wading birds, shore birds, and waterfowl, fish and crab

Economic:

Commercial traffic uses this area frequently

Safety/ Cautionary Notes

Shallow near shore, strong currents are present in this area

Booming Strategy Recommendation**Recommendation:**

Booming off the inlets may be difficult. It may be better to do a cascade system in the river to keep the oil out of the oxbow. Refer to the picture below for booming strategy.

Number of personnel:

8-10

Tidal Influence:

Medium

Water depth at mouth:

7 ft.

Width of inlet:

150 ft.,

690 ft., 342 ft.

Equipment recommended:

2100 ft of 18" boom

2 boats

6 stakes for anchoring (with means for pounding stakes)

3 anchoring systems

Tow bridles as needed



Site Specific Information

TGLO Response Atlas Map #6, Polygon #N/A;
Neches River-Site #38



Site Information

Site 38 is the intake point for Motiva Enterprises. This site is located on the West bank of the Neches River approximately 4 miles North of the Rainbow Bridge. In the event of a spill, Motiva should be notified. There is a boom reel located next to the intake.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Jefferson
Nearest ICW marker:	N/A	Date last visited:	2/1/00

Access

Closest Boat Ramp:	Port Neches Park
Distance:	2 minutes
Boat type recommended:	John boat only.
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Jefferson County Airport

Directions from MSU Port Arthur

To reach Port Neches Park you would take Hwy 365 toward Port Neches. Take a Right on Hwy 366 and continue down to the first red light, which is Merriman. Take a Left on Merriman. Travel past Port Neches High School. The park is located at the end of Merriman.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
Motiva Enterprises	(409) 989-7108
TX Parks & Wildlife	(409) 736-2551

Resources at Risk

Atlas Priority: **Not rated at this time. Site may require attention.**
Environmental: N/A
Economic: Motiva Enterprises

Safety/ Cautionary Notes

Commercial traffic in area

Booming Strategy Recommendation

Recommendation: Boom on site, notify Motiva Enterprises if a spill threatens this area
Number of personnel: 2-4
Water depth at mouth: 7 ft.
Tidal Influence: Medium
Width of inlet: 90 ft. across

Site Specific Information

TGLO Response Atlas Map #6, Polygon #11,13;
Neches River-Site #39

No Photograph Available

Site Information

Site 39 is the intake point for the Huntsman Corporation C-4 docks. The intake is located just South of Port Neches Park on the Neches River and easily accessed by from Grigsby Street in Port Neches. The intake has a concrete barrier in place, but Huntsman should be notified if a spill threatens this area.

Latitude:	(b) (7)(F),	Longitude:	(b) (7)(F),
NOAA chart #	11343	County:	Orange
Nearest ICW marker:	N/A	Date last visited:	2/1/00

Access

Closest Boat Ramp:	Port Neches Park
Distance:	1 minute
Boat type recommended:	Acceptable for most small craft.
Closest Airport:	Jefferson County
Closest Helicopter Landing:	Jefferson County Airport

Directions from MSU Port Arthur

To reach Port Neches Park you would take Hwy 365 toward Port Neches. Take a Right on Hwy 366 and continue down to the first red light, which is Merriman. Take a Left on Merriman. Travel past Port Neches High School. The park is located at the end of Merriman.

Trustees/ Contact Numbers

USCG MSU Port Arthur	(409) 723-6500
TGLO-via hotline	(800) 832-8224
Huntsman Main Gate	(409) 989-6536
TX Parks & Wildlife	(409) 736-2551

Resources at Risk

Atlas Priority:	Not rated at this time. Site may require attention.
Environmental:	N/A
Economic:	Huntsman Corporation

Safety/ Cautionary Notes

Strong tidal flow; check tides

Booming Strategy Recommendation

Recommendation:	Notify Huntsman		
Number of personnel:	2-4	Tidal Influence:	Medium
Water depth at mouth:	35 ft.	Width of inlet:	N/A

INTERMITTENT SERVICE AGREEMENT ("Agreement")

Effective Date: June 6, 2012
Agreement Number: 1200412-A

Contractor: Anderson Pollution Control, Inc.

PARTIES

This Agreement is by and between: Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC, Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC, Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC, Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC, Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC, Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP, Koch Pipeline Company, L.P.

(hereinafter collectively called "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and Anderson Pollution Control, Inc. (hereinafter called "Contractor"), whose business address is 2407 Albright Drive, Houston, TX 77017.

WORK AND TERM

1. Contractor will, as an independent contractor, directly or indirectly, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company and as agreed to by Contractor from time to time during the term of this Agreement (collectively, "Work") in conformity with the terms of this Agreement. Company does not guarantee an offer of Work to Contractor during the term of this Agreement. Company and Contractor agree, however, that any Work will be performed under the terms of this Agreement. As used herein, "Contractor Group" shall mean Contractor, its subcontractors and their respective employees, subcontractors, agents, representatives and invitees.

2. This Agreement shall be effective as of the date first above written and shall continue in effect thereafter until terminated by either party upon 30 days advance written notice to the other party; provided however that any termination by Contractor will be subject to Company's acceptance of any then pending or ongoing Work. In addition, Company may terminate any particular Work at any time for any reason, subject to payment of compensation (as detailed herein) for Work properly completed.

BILLING AND PAYMENT

3. Company shall compensate Contractor for Work at the rates mutually agreed upon by the parties from time to time for the applicable Work. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which Work is performed. Contractor shall furnish, upon demand, any records relating to the statement prior to or after payment by Company.

4. Company shall pay Contractor within thirty (30) days after the later of the following: (i) Company's receipt of the statement described above, or (ii) Company's acceptance of the applicable Work and Company's receipt of satisfactory evidence ("Lien Release") that all expenses and costs for materials and labor, relating to the applicable Work, have been fully paid by Contractor Group and the premises upon which the Work is performed, and any structures thereon, are not subject to liens, or claims of liens, of any kind. Company shall have the right to withhold payment to Contractor until completion and acceptance of the applicable Work and its receipt of the Lien Release. Contractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the Work. In the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims and deduct the amount thereof from amounts payable to Contractor. Payments made under this Agreement shall not constitute full or partial acceptance of the Work, or any part of the Work, by Company.

PERFORMANCE OF WORK

5. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the Work.

6. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the Work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the Work, and shall submit proof thereof to Company.

7. Contractor shall perform the Work:

- (a) In a workmanlike manner using qualified, efficient and careful workers;
- (b) In accord with all plans, drawings and specifications;
- (c) In compliance with Company's safety rules and policies (including, without limitation, background check policies as allowed by applicable law);
- (d) In a manner to protect the Work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- (e) So as not to interfere with the operations of others on the premises; and
- (f) Under the supervision of an employee of Contractor.

If an employee, supplied by Contractor Group, is determined, or deemed, to be a borrowed servant (under applicable law), Contractor's obligations under this Agreement shall continue regardless of such characterization.

Contractor shall be responsible for the safety of Contractor Group. In addition, as relating to Contractor Group's activities hereunder, Contractor shall have full authority and responsibility to identify all hazardous conditions at the worksite. To the extent Contractor Group becomes aware of a hazardous condition caused by the employees, facilities and/or equipment of Company, Contractor shall immediately notify Company of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Company. To the extent such hazardous condition is caused by the employees, facilities and/or equipment of Contractor Group, Contractor shall immediately (i) remedy such hazardous condition, to the extent relating to such employees, facilities and/or equipment, (ii) cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Contractor; and (iii) notify Company of such hazardous condition.

8. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the Work. Company may inspect the Work at any time during the progress of the Work, and Contractor Group shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the Work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective Work or Company may have the Work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

9. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this Agreement shall be permitted unless approval is given by Company in writing.

10. Contractor guarantees the Work against defects in workmanship and material that shall appear within one year following final acceptance of the applicable Work by Company, and Contractor shall promptly remedy all such defects to the satisfaction of Company in its reasonable discretion. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

11. Contractor Group shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction. This includes, but is not limited to, maintaining an OSHA 300 log, if required by law. Contractor shall notify Company (and provide details as requested by Company) as soon as reasonably possible in the event any accident or other event occurs during the course of the Work that involves non-compliance by Contractor Group with any applicable laws, regulations, ordinances, or rules.

12. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: all tools, machinery, equipment, appliances and personal property that are owned by Contractor Group or loaned to or leased by Contractor Group and that are not to be incorporated into the completed Work, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

13. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and hold Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors, managers, partners, and employees (collectively, "Indemnitees") harmless from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character (collectively, "Claims/Liabilities") arising out of or in any way incident to any of the Work, including,

without limitation, Claims/Liabilities relating to personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor Group, Indemnitees or any other person or entity. The duty to defend, protect, indemnify and hold Indemnitees harmless referred to in the preceding sentence shall include, without limitation, Claims/Liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees or their agents, except Contractor shall not be liable under this Paragraph for Claims/Liabilities resulting from the sole negligence of Indemnitees. Contractor's obligations under this Section shall survive the termination, revocation or expiration of this Agreement.

INSURANCE

14. Contractor shall maintain during the entire term of this Agreement insurance policies within minimum limits of coverage all as set forth on Exhibit A, which is made a part hereof by reference. Prior to commencing Work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance evidencing such insurance. Such insurance shall name Company as an additional insured (to the fullest extent permitted by law) in accordance with the requirements of Exhibit A, with such additional insured endorsements providing coverage for Company with respect to liability arising out of the Work (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of Contractor. Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

CONFIDENTIALITY

15. (a) Contractor recognizes and acknowledges that Company may directly or indirectly furnish to Contractor Group certain information regarding Company's or its affiliates' business operations in order to allow Contractor to perform the Work, which information Company considers confidential and/or proprietary, and that Contractor Group may develop or discover information arising from or relating to the Work. Any such information furnished by Company and/or developed or discovered by Contractor Group shall be collectively referred to in this Agreement as the "Confidential Information"; provided, however, that "Confidential Information" shall not include (i) information that is at the time of disclosure, development, or discovery hereunder, or subsequently becomes, within the public knowledge generally through no fault of Contractor Group; (ii) information that Contractor Group can show was known to it (on a non-confidential basis) as of the time of disclosure, development, or discovery hereunder, independent of anything relating to Company or its affiliates or to the Work; and (iii) information that Contractor Group can show was obtained lawfully (on a non-confidential basis) from a third party (independent of anything relating to Company or its affiliates or to the Work) that itself obtained the information lawfully and through no fault of Contractor Group, subsequent to the time of disclosure, development, or discovery hereunder.

(b) Contractor shall keep the Confidential Information confidential, and shall not disclose all or any part of the Confidential Information to any third party (except as may be compelled by a court or other tribunal, and only then after giving Company reasonable notice and opportunity to object). Contractor may disclose Confidential Information only to (i) those of its directors, officers, and employees who reasonably require access to the Confidential Information for purposes of performing the Work, and (ii) those members of the Contractor Group authorized by Company to have access to the Confidential Information; Contractor shall remain obligated to Company to ensure that such persons receiving any of the Confidential Information treat it in accordance with the terms of this Agreement. Contractor agrees that the Confidential Information shall not be used by Contractor Group for any purpose other than providing the Work. Contractor shall limit duplication of Confidential Information to only the number of copies reasonably required for performing the Work. Upon receipt of a written request from Company, Contractor Group shall, within 20 days after such request and at Company's sole option, (i) return, or provide, as the case may be, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. Notwithstanding the above, Contractor may retain one copy of the Confidential Information for archival purposes; provided that such copy shall remain subject to this provision for as long as it is retained by Contractor. Contractor's duties under this provision shall survive the termination, revocation, or expiration of this Agreement.

TITLE

16. (a) Contractor Intellectual Property. Contractor Group has created or acquired (unrelated to its Work) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, the "Contractor Intellectual Property"); provided, however, that "Contractor Intellectual Property" shall not include any of the foregoing created expressly by or on behalf of Contractor Group for Company. Contractor Group shall

retain all ownership rights in the Contractor Intellectual Property. Company shall acquire no right or interest in the Contractor Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. Contractor agrees that the term "Contractor Intellectual Property," as used herein, shall not include any of Company's Confidential Information, the Deliverables (defined below) hereunder, or Company's tangible or intangible property, and Contractor shall have no ownership rights in such property.

(b) Ownership of Deliverables. Except for Contractor Intellectual Property that is licensed to Company in this subparagraph, and except for any material not created or owned by Contractor Group, all deliverables or work product produced for Company hereunder (such items, subject to the exceptions stated above in this sentence, shall be referred to as the "Deliverables") will be Company's exclusive property. As and when any Deliverable is delivered to Company, the ownership of such Deliverable shall immediately vest in Company. Contractor hereby assigns or shall cause the other members of Contractor Group to assign to Company all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. To the fullest extent possible, each Deliverable is intended to be a work for hire under all applicable copyright laws. Contractor shall execute and deliver, at Company's request, all documents necessary for Company to establish and maintain such rights in and to the Deliverables. If any Contractor Intellectual Property is contained in any of the Deliverables, Contractor hereby grants or shall cause the other members of Contractor Group to grant Company a worldwide, royalty-free, non-exclusive, transferable, irrevocable, and perpetual license to use and copy (and distribute in connection with such permitted use) the Contractor Intellectual Property in connection with the use of the Deliverables.

GENERAL PROVISIONS

17. This Agreement may not be assigned (whether by operation of law or otherwise) in whole or in part by Contractor without the prior written consent of Company. Any assignment in violation of this provision shall be void.

18. Contractor may not subcontract any of the Work without the prior written consent of Company. Contractor shall bind each permitted subcontractor hereunder by a contract incorporating the terms of this Agreement, which shall expressly provide for Company as a third party beneficiary under such subcontractor contract. Contractor shall be responsible for all acts and omissions of Contractor Group, including their compliance with this Agreement.

19. If "Company," as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to Work performed for such entity.

20. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

21. This Agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, relating to the subject matter hereof, that are not merged into this Agreement or superseded by it. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

22. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this Agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this Agreement and may upon the giving of written notice terminate this Agreement, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the Work by whatever method Company may deem appropriate.

23. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this Agreement, or otherwise guaranteeing Contractor's obligations under this Agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

24. Company shall have the right, at any reasonable time and from time to time, to audit and copy any and all records, documents and other data to the extent pertaining to this Agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

25. Contractor shall comply with and be subject to the most recent substance abuse policy issued by Koch Industries, Inc. (or Company, as applicable). All employees of Contractor Group shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor Group perform Work related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have

contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable. With respect to equal employment opportunity and affirmative action compliance, Contractor shall, as applicable, comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof, and Contractor shall provide Company with documentation demonstrating compliance with such requirements upon the request of Company. Contractor Group will comply with all obligations under 8 CFR 274a.2, and assure the identity and employment eligibility of any employee of Contractor Group who performs the Work, and Contractor certifies that it will comply with all record keeping requirements under such regulation.

26. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this Agreement by Contractor Group, all of Contractor Group's personnel have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor Group's records in order to assure compliance with this paragraph.

27. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the Agreement shall be enforceable as though the void or unenforceable provision did not exist.

28. The parties understand and acknowledge that no member of Contractor Group is an agent or employee of Company or has the authority to obligate or bind Company in any way without the express written permission of an appropriate officer of Company. Contractor further agrees and acknowledges that no member of Contractor Group is eligible for Company's employee benefit, equity or profit sharing programs. Contractor further understands and acknowledges that (as between Contractor Group and Company) Contractor Group is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to wages and benefits paid to its (or its subcontractors') employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the parties, administrative agencies, or the courts.

29. This Agreement may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

30. This Agreement shall be governed by the laws of the jurisdiction where the facility is located for which the applicable Work is performed (without regard to any choice-of-laws principles of such jurisdiction) unless specifically agreed otherwise.

31. Contractor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Contractor (i) certifies that no representative, agent or attorney of Company has represented, expressly or otherwise, that Company would not, in the event of litigation, seek to enforce the foregoing waiver, and (ii) acknowledges that Company has been induced to enter into this Agreement by, among other things, the waiver and certification in this Paragraph.

32. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

So agreed as of the Effective Date written above.

"COMPANY" (as defined above)
Koch Pipeline Company, L.P.

By Authorized Individual



Printed Name Dave Elrod

Date 6/20/12

"CONTRACTOR" (as defined above)
Anderson Pollution Control, Inc.

By 

Tommy Anderson
(Printed Name)

Title President

Date 6/17/2012

"COMPANY" (as defined above)

**Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC,
Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC,
Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC,
Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC,
Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC,
Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP**

By: Wade D. Marguard

Printed Name: Wade D. Marguard

Title: Treasurer

Date: 6/18/2012

Exhibit A
Insurance Requirements
Intermittent Service Agreement 1200412-A

1.0 Contractor shall maintain the following insurance:

- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO forms CG 00 01 07 98, CG 00 01 10 01, or CG 00 01 12 04, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed Operations coverage.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured (to the fullest extent permitted by law):
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93);
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include the following features:
- 1.3.1 Contractual Liability coverage.
- 1.3.2 Pollution Liability Endorsement MCS-90, if applicable.
- 1.3.3 Additional Insured Endorsement as specified in 2.2 below, to the extent Contractor performs services on Company's site using vehicles.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the Agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the Agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the Agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.

1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.

1.8 **Pollution Liability Insurance** - If required by Company, Contractor shall provide and maintain the following insurances: Contractor's Pollution Liability Insurance with coverage for (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and (c) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the Work. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the Work is completed. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss** and **\$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance may be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

1.9 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.8 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:

- (i) Name Company as an additional insured with respect to Work performed for Company (to the fullest extent permitted by law), with such additional insured endorsement providing coverage for Company with respect to liability arising out of the Work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them);
- (ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
- (iii) Acknowledge that in no event will Company's insurance (including but not limited to any SIR or deductible) be considered "other insurance" under the terms of Contractor's policies.

3.0 **Evidence of Insurance** - Contractor shall, before commencing Work, provide Company with a certificate satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 To the fullest extent permitted by law, Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this Agreement.

4.2 To the fullest extent permitted by law, the insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and, if applicable, an assignment of statutory lien.

4.3 To the fullest extent permitted by law, any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under this Agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this Agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.

**INTERMITTENT SERVICE AGREEMENT
("Agreement")**

Effective Date: June 6, 2012
Agreement Number: 1200412-A

Contractor: Anderson Pollution Control, Inc.

PARTIES

This Agreement is by and between: **Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC, Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC, Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC, Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC, Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC, Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP, Koch Pipeline Company, L.P.**

(hereinafter collectively called "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and **Anderson Pollution Control, Inc.** (hereinafter called "Contractor"), whose business address is **2407 Albright Drive, Houston, TX 77017.**

WORK AND TERM

1. Contractor will, as an independent contractor, directly or indirectly, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company and as agreed to by Contractor from time to time during the term of this Agreement (collectively, "Work") in conformity with the terms of this Agreement. Company does not guarantee an offer of Work to Contractor during the term of this Agreement. Company and Contractor agree, however, that any Work will be performed under the terms of this Agreement. As used herein, "Contractor Group" shall mean Contractor, its subcontractors and their respective employees, subcontractors, agents, representatives and invitees.

2. This Agreement shall be effective as of the date first above written and shall continue in effect thereafter until terminated by either party upon 30 days advance written notice to the other party; provided however that any termination by Contractor will be subject to Company's acceptance of any then pending or ongoing Work. In addition, Company may terminate any particular Work at any time for any reason, subject to payment of compensation (as detailed herein) for Work properly completed.

BILLING AND PAYMENT

3. Company shall compensate Contractor for Work at the rates mutually agreed upon by the parties from time to time for the applicable Work. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which Work is performed. Contractor shall furnish, upon demand, any records relating to the statement prior to or after payment by Company.

4. Company shall pay Contractor within thirty (30) days after the later of the following: (i) Company's receipt of the statement described above, or (ii) Company's acceptance of the applicable Work and Company's receipt of satisfactory evidence ("Lien Release") that all expenses and costs for materials and labor, relating to the applicable Work, have been fully paid by Contractor Group and the premises upon which the Work is performed, and any structures thereon, are not subject to liens, or claims of liens, of any kind. Company shall have the right to withhold payment to Contractor until completion and acceptance of the applicable Work and its receipt of the Lien Release. Contractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the Work. In the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims and deduct the amount thereof from amounts payable to Contractor. Payments made under this Agreement shall not constitute full or partial acceptance of the Work, or any part of the Work, by Company.

PERFORMANCE OF WORK

5. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the Work.

6. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the Work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the Work, and shall submit proof thereof to Company.

7. Contractor shall perform the Work:

- (a) In a workmanlike manner using qualified, efficient and careful workers;
- (b) In accord with all plans, drawings and specifications;
- (c) In compliance with Company's safety rules and policies (including, without limitation, background check policies as allowed by applicable law);
- (d) In a manner to protect the Work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- (e) So as not to interfere with the operations of others on the premises; and
- (f) Under the supervision of an employee of Contractor.

If an employee, supplied by Contractor Group, is determined, or deemed, to be a borrowed servant (under applicable law), Contractor's obligations under this Agreement shall continue regardless of such characterization.

Contractor shall be responsible for the safety of Contractor Group. In addition, as relating to Contractor Group's activities hereunder, Contractor shall have full authority and responsibility to identify all hazardous conditions at the worksite. To the extent Contractor Group becomes aware of a hazardous condition caused by the employees, facilities and/or equipment of Company, Contractor shall immediately notify Company of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Company. To the extent such hazardous condition is caused by the employees, facilities and/or equipment of Contractor Group, Contractor shall immediately (i) remedy such hazardous condition, to the extent relating to such employees, facilities and/or equipment, (ii) cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Contractor; and (iii) notify Company of such hazardous condition.

8. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the Work. Company may inspect the Work at any time during the progress of the Work, and Contractor Group shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the Work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective Work or Company may have the Work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

9. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this Agreement shall be permitted unless approval is given by Company in writing.

10. Contractor guarantees the Work against defects in workmanship and material that shall appear within one year following final acceptance of the applicable Work by Company, and Contractor shall promptly remedy all such defects to the satisfaction of Company in its reasonable discretion. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

11. Contractor Group shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction. This includes, but is not limited to, maintaining an OSHA 300 log, if required by law. Contractor shall notify Company (and provide details as requested by Company) as soon as reasonably possible in the event any accident or other event occurs during the course of the Work that involves non-compliance by Contractor Group with any applicable laws, regulations, ordinances, or rules.

12. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: all tools, machinery, equipment, appliances and personal property that are owned by Contractor Group or loaned to or leased by Contractor Group and that are not to be incorporated into the completed Work, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

13. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and hold Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors, managers, partners, and employees (collectively, "Indemnitees") harmless from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character (collectively, "Claims/Liabilities") arising out of or in any way incident to any of the Work, including,

without limitation, Claims/Liabilities relating to personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor Group, Indemnitees or any other person or entity. The duty to defend, protect, indemnify and hold Indemnitees harmless referred to in the preceding sentence shall include, without limitation, Claims/Liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees or their agents, except Contractor shall not be liable under this Paragraph for Claims/Liabilities resulting from the sole negligence of Indemnitees. Contractor's obligations under this Section shall survive the termination, revocation or expiration of this Agreement.

INSURANCE

14. Contractor shall maintain during the entire term of this Agreement insurance policies within minimum limits of coverage all as set forth on Exhibit A, which is made a part hereof by reference. Prior to commencing Work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance evidencing such insurance. Such insurance shall name Company as an additional insured (to the fullest extent permitted by law) in accordance with the requirements of Exhibit A, with such additional insured endorsements providing coverage for Company with respect to liability arising out of the Work (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of Contractor. Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

CONFIDENTIALITY

15. (a) Contractor recognizes and acknowledges that Company may directly or indirectly furnish to Contractor Group certain information regarding Company's or its affiliates' business operations in order to allow Contractor to perform the Work, which information Company considers confidential and/or proprietary, and that Contractor Group may develop or discover information arising from or relating to the Work. Any such information furnished by Company and/or developed or discovered by Contractor Group shall be collectively referred to in this Agreement as the "Confidential Information"; provided, however, that "Confidential Information" shall not include (i) information that is at the time of disclosure, development, or discovery hereunder, or subsequently becomes, within the public knowledge generally through no fault of Contractor Group; (ii) information that Contractor Group can show was known to it (on a non-confidential basis) as of the time of disclosure, development, or discovery hereunder, independent of anything relating to Company or its affiliates or to the Work; and (iii) information that Contractor Group can show was obtained lawfully (on a non-confidential basis) from a third party (independent of anything relating to Company or its affiliates or to the Work) that itself obtained the information lawfully and through no fault of Contractor Group, subsequent to the time of disclosure, development, or discovery hereunder.

(b) Contractor shall keep the Confidential Information confidential, and shall not disclose all or any part of the Confidential Information to any third party (except as may be compelled by a court or other tribunal, and only then after giving Company reasonable notice and opportunity to object). Contractor may disclose Confidential Information only to (i) those of its directors, officers, and employees who reasonably require access to the Confidential Information for purposes of performing the Work, and (ii) those members of the Contractor Group authorized by Company to have access to the Confidential Information; Contractor shall remain obligated to Company to ensure that such persons receiving any of the Confidential Information treat it in accordance with the terms of this Agreement. Contractor agrees that the Confidential Information shall not be used by Contractor Group for any purpose other than providing the Work. Contractor shall limit duplication of Confidential Information to only the number of copies reasonably required for performing the Work. Upon receipt of a written request from Company, Contractor Group shall, within 20 days after such request and at Company's sole option, (i) return, or provide, as the case may be, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. Notwithstanding the above, Contractor may retain one copy of the Confidential Information for archival purposes; provided that such copy shall remain subject to this provision for as long as it is retained by Contractor. Contractor's duties under this provision shall survive the termination, revocation, or expiration of this Agreement.

TITLE

16. (a) Contractor Intellectual Property. Contractor Group has created or acquired (unrelated to its Work) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, the "Contractor Intellectual Property"); provided, however, that "Contractor Intellectual Property" shall not include any of the foregoing created expressly by or on behalf of Contractor Group for Company. Contractor Group shall

retain all ownership rights in the Contractor Intellectual Property. Company shall acquire no right or interest in the Contractor Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. Contractor agrees that the term "Contractor Intellectual Property," as used herein, shall not include any of Company's Confidential Information, the Deliverables (defined below) hereunder, or Company's tangible or intangible property, and Contractor shall have no ownership rights in such property.

(b) Ownership of Deliverables. Except for Contractor Intellectual Property that is licensed to Company in this subparagraph, and except for any material not created or owned by Contractor Group, all deliverables or work product produced for Company hereunder (such items, subject to the exceptions stated above in this sentence, shall be referred to as the "Deliverables") will be Company's exclusive property. As and when any Deliverable is delivered to Company, the ownership of such Deliverable shall immediately vest in Company. Contractor hereby assigns or shall cause the other members of Contractor Group to assign to Company all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. To the fullest extent possible, each Deliverable is intended to be a work for hire under all applicable copyright laws. Contractor shall execute and deliver, at Company's request, all documents necessary for Company to establish and maintain such rights in and to the Deliverables. If any Contractor Intellectual Property is contained in any of the Deliverables, Contractor hereby grants or shall cause the other members of Contractor Group to grant Company a worldwide, royalty-free, non-exclusive, transferable, irrevocable, and perpetual license to use and copy (and distribute in connection with such permitted use) the Contractor Intellectual Property in connection with the use of the Deliverables.

GENERAL PROVISIONS

17. This Agreement may not be assigned (whether by operation of law or otherwise) in whole or in part by Contractor without the prior written consent of Company. Any assignment in violation of this provision shall be void.

18. Contractor may not subcontract any of the Work without the prior written consent of Company. Contractor shall bind each permitted subcontractor hereunder by a contract incorporating the terms of this Agreement, which shall expressly provide for Company as a third party beneficiary under such subcontractor contract. Contractor shall be responsible for all acts and omissions of Contractor Group, including their compliance with this Agreement.

19. If "Company," as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to Work performed for such entity.

20. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

21. This Agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, relating to the subject matter hereof, that are not merged into this Agreement or superseded by it. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

22. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this Agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this Agreement and may upon the giving of written notice terminate this Agreement, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the Work by whatever method Company may deem appropriate.

23. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this Agreement, or otherwise guaranteeing Contractor's obligations under this Agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

24. Company shall have the right, at any reasonable time and from time to time, to audit and copy any and all records, documents and other data to the extent pertaining to this Agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

25. Contractor shall comply with and be subject to the most recent substance abuse policy issued by Koch Industries, Inc. (or Company, as applicable). All employees of Contractor Group shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor Group perform Work related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have

contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable. With respect to equal employment opportunity and affirmative action compliance, Contractor shall, as applicable, comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof, and Contractor shall provide Company with documentation demonstrating compliance with such requirements upon the request of Company. Contractor Group will comply with all obligations under 8 CFR 274a.2, and assure the identity and employment eligibility of any employee of Contractor Group who performs the Work, and Contractor certifies that it will comply with all record keeping requirements under such regulation.

26. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this Agreement by Contractor Group, all of Contractor Group's personnel have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor Group's records in order to assure compliance with this paragraph.

27. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the Agreement shall be enforceable as though the void or unenforceable provision did not exist.

28. The parties understand and acknowledge that no member of Contractor Group is an agent or employee of Company or has the authority to obligate or bind Company in any way without the express written permission of an appropriate officer of Company. Contractor further agrees and acknowledges that no member of Contractor Group is eligible for Company's employee benefit, equity or profit sharing programs. Contractor further understands and acknowledges that (as between Contractor Group and Company) Contractor Group is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to wages and benefits paid to its (or its subcontractors') employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the parties, administrative agencies, or the courts.

29. This Agreement may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

30. This Agreement shall be governed by the laws of the jurisdiction where the facility is located for which the applicable Work is performed (without regard to any choice-of-laws principles of such jurisdiction) unless specifically agreed otherwise.

31. Contractor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Contractor (i) certifies that no representative, agent or attorney of Company has represented, expressly or otherwise, that Company would not, in the event of litigation, seek to enforce the foregoing waiver, and (ii) acknowledges that Company has been induced to enter into this Agreement by, among other things, the waiver and certification in this Paragraph.

32. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

So agreed as of the Effective Date written above.

"COMPANY" (as defined above)
Koch Pipeline Company, L.P.

By Authorized Individual



Printed Name Dave Elrod

Date 6/20/12

"CONTRACTOR" (as defined above)
Anderson Pollution Control, Inc.

By 

Title President
(Printed Name)

Date 6/17/2012

"COMPANY" (as defined above)

**Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC,
Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC,
Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC,
Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC,
Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC,
Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP**

By: Wade D. Marguard

Printed Name: Wade D. Marguard

Title: Treasurer

Date: 6/18/2012

Exhibit A
Insurance Requirements
Intermittent Service Agreement 1200412-A

- 1.0 Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO forms CG 00 01 07 98, CG 00 01 10 01, or CG 00 01 12 04, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed Operations coverage.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured (to the fullest extent permitted by law):
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93);
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include the following features:
- 1.3.1 Contractual Liability coverage.
- 1.3.2 Pollution Liability Endorsement MCS-90, if applicable.
- 1.3.3 Additional Insured Endorsement as specified in 2.2 below, to the extent Contractor performs services on Company's site using vehicles.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the Agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the Agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the Agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.

- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Pollution Liability Insurance** - If required by Company, Contractor shall provide and maintain the following insurances: Contractor's Pollution Liability Insurance with coverage for (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and (c) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the Work. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the Work is completed. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss** and **\$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance may be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

- 1.9 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.8 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:
- (i) Name Company as an additional insured with respect to Work performed for Company (to the fullest extent permitted by law), with such additional insured endorsement providing coverage for Company with respect to liability arising out of the Work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them);
 - (ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
 - (iii) Acknowledge that in no event will Company's insurance (including but not limited to any SIR or deductible) be considered "other insurance" under the terms of Contractor's policies.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing Work, provide Company with a certificate satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 To the fullest extent permitted by law, Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this Agreement.
- 4.2 To the fullest extent permitted by law, the insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and, if applicable, an assignment of statutory lien.
- 4.3 To the fullest extent permitted by law, any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

- 5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.
- 6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under this Agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this Agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.**



June 27, 2005

VIA FACSIMILE: 254-629-8625

Mr. Marc W. Walraven
Eagle Construction & Environmental Services, L.P.
P.O. Box 872
Eastland, TX 76448

Re: Partial Termination and Amendment of Agreement 9500753-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

Dear Mr. Walraven:

As you know, your company currently has in effect an Agreement, dated June 15, 1995 (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL P and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL P and KUSC. The sale of KHL P and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), currently scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL P and KUSC. Accordingly, we hereby advise you that, effective on the Effective Date, KHL P and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective on the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Sulfur Products Company, LLC

Because KHL P and KUSC will no longer be parties to the Agreement, you may delete KHL P and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL P and KUSC will no longer be parties to the Agreement after the Effective Date, KHL P and KUSC, under their new ownership, may want you to continue providing services to KHL P and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL P and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL P and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL P and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

Michelle P. Butterfield
CRM Administrator

18. If Contractor should be adjudged as bankrupt, or it should make a general assignment for the benefit of creditors, or if a receiver should be appointed for Contractor, or if should refuse or fail to supply competent supervision or enough properly skilled people or proper material or disregard laws, rules or regulations applicable to the work, or otherwise violate any provision of this agreement, then Company shall have the right to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method it may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement. Such bond shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guaranty an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strikes, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance it shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 109 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that all of Contractor's employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

TERM

24. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY: KOCH GATHERING SYSTEMS, INC.;
KOCH GATEWAY PIPELINE COMPANY;
KOCH MATERIALS COMPANY; KOCH
PIPELINES, INC.; KOCH REFINING
COMPANY; AND KOCH SERVICE, INC.

CONTRACTOR: EAGLE CONSTRUCTION & ENVIRONMENTAL
SERVICES

By [Signature]
Title DIVISION MANAGER
Date 6-15-95

By [Signature]
Title Vice President
Date May 22, 1995

COMPANY'S WITNESS
By [Signature]
Date 6-15-95

CONTRACTOR'S WITNESS
By _____
Date May 22, 1995

P. 08
P. 04/07

FAX NO. 1 316 832 5803
FAX NO. 1 316 832 5803

KOCH LEGAL
KOCH LEGAL

MAY-17-95 MED 8:16
JUN-14-95 MED 14:33



KOCH RISK MANAGEMENT SERVICES

MICHELLE P. BUTTERFIELD
MANAGER, CONTRACT RISK

September 7, 2006

Ms. Bobbie Risner
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Via Email: floughner@garner-es.com

Re: Amendment to Intermittent Services Agreement #9500691-A

Dear Ms. Risner:

Your company currently has in effect an Intermittent Services Agreement dated June 14, 1995, as amended, (herein, the "Agreement") with Flint Hills Resources, LP, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP. The purpose of this amendment letter is as discussed below:

We understand that your company also will be providing work/services for **Koch Fertilizer Canada, Ltd.** Thus, we propose amending the term "Company", as that term is defined in the Agreement, to include all of the following companies:

Flint Hills Resources, LP, Koch Fertilizer Canada, Ltd., Koch Nitrogen Company, Koch Pipeline Company, L.P.,
Koch Supply & Trading, LP

Under this proposed amendment letter, any future work/services performed by your company for Company, will be done pursuant to the Agreement dated June 14, 1995, as amended. All other terms and conditions of the Agreement would remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modifications stated above.

If you agree with this amendment letter, please sign in the appropriate space below, and return this letter to Michelle P. Butterfield, Manager, Contract Risk, Koch Risk Management, P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax at (316) 828-9726.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

Michelle P. Butterfield
Manager, Contract Risk

Federal ID No.: 76-0134613
By: Otis Chambers
Printed Name: Otis Chambers
Title: Executive Vice President
Date: September 7, 2006



CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

October 12, 2005

Via Facsimile: 281-479-0283

Ms. Bobbie Risner
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Agreement #9500691-A

Dear Ms. Risner:

Your company currently has in effect an Agreement dated June 14, 1995 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP. The purpose of this letter is as discussed below:

In connection with the sale by Koch Materials Company ("KMC") of certain of its asphalt assets on May 31, 2005, KMC has been removed from and is no longer a party to this Agreement, effective June 1, 2005. For the avoidance of doubt the terms of this Agreement will continue to apply to any event or occurrence on before June 1, 2005.

Also, due to divestitures, any of the following companies also parties to the Agreement may be removed: Chemical Petroleum Exchange, Inc., K.C. Asphalt, L.L.C. d/b/a Koch Performance Asphalt Company, Koch Waterproofing Solutions, Inc., Materials Transportation Services, Inc., NK Asphalt Partners, d/b/a Koch Asphalt Solutions – Southwest.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

If you have any questions, please call me at (316) 828-5675.

Sincerely,

A handwritten signature in cursive script that reads "Bill Burgin".

Bill Burgin



CONTRACTUAL RISK MANAGEMENT

MICHELLE P. BUTTERFIELD
CRM Legal Assistant

August 31, 2005

Via Facsimile: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Amendment to Intermittent Services Agreement #9500691-A

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement dated June 14, 1995, as amended (herein, the "Agreement") with Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.. The purpose of this amendment letter is as discussed below:

We understand that your company also will be providing work/services for Koch Supply & Trading, LP. Thus, we propose amending the term "Company", as that term is defined in the Agreement, to include all of the following companies:

Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.,
Koch Supply & Trading, LP

Under this proposed amendment letter, future work/services performed by your company for Company, will be done pursuant to the Agreement dated June 14, 1995, as amended. All other terms and conditions of the Agreement would remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modifications stated above.

If you agree with this amendment letter, please sign in the appropriate space below, and return this letter to Michelle P. Butterfield, Legal Assistant, Koch Risk Management, P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax at (316) 828-9726.

Sincerely,

Michelle P. Butterfield
Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

Federal ID No: 76-01346113
By: Otis Chambers
Printed Name: OTIS CHAMBERS
Title: Executive Vice President
Date: 08/31/05



June 28, 2005

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Partial Termination and Amendment of Agreement 9500691-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

Dear Mr. Chambers:

As you know, your company currently has in effect an Agreement, dated **June 14, 1995** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL and KUSC. The sale of KHL and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), currently scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL and KUSC. Accordingly, we hereby advise you that, effective on the Effective Date, KHL and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective on the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.

Because KHL and KUSC will no longer be parties to the Agreement, you may delete KHL and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL and KUSC will no longer be parties to the Agreement after the Effective Date, KHL and KUSC, under their new ownership, may want you to continue providing services to KHL and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

May 21 03 10:29a

GARNER - LEGAL DEPARTMENT 281 479 0283

p. 2

5-18-03; 2:27PM;

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2 / 5



LEGAL DEPARTMENT

May 9, 2003

LYNDA L. WENINGER
LEGAL ASSISTANTVIA FACSIMILE: 281-478-0296

Mr. Otis Chambers

Garner Environmental Services, Inc.

1717 W. 13th St.

Deer Park, Texas 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
 Flint Hills Resources, LP Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, LP, Koch Materials Company
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Underground Storage Company

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated June 14, 1995, as amended April 25, 1997; December 19, 2001; and March 27, 2003, with the above referenced companies. The purpose of this letter is to amend Exhibit B-Insurance Requirements to add a new Paragraph 1.9, as further defined below:

Koch proposes to amend the ISA to add the following language to Exhibit B-Insurance Requirements as a new Paragraph 1.9:

1.9 Pollution Liability Insurance - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 316/828-6587 • FAX 316/828-7664

281 478 0296

MAY-18-2003 14:24 RECEIVED FROM:

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May 21 03 10:30a

GARNER - LEGAL DEPARTMENT 281 479 0283

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5-18-03; 2:27PM;

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3/ 5

Garner Environmental Services, Inc.
May 9, 2003
Page 2

advance of any cancellation or change to the insurance coverages shown on the certificate.
Contractor shall maintain limits no less than Pollution Legal Liability: ~~\$5,000,000~~ per loss and ~~\$1,000,000~~ annual aggregate.

*\$1m
OC*

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated June 14, 1995, the amendments dated April 25, 1997; December 19, 2001; and March 27, 2003, and this amendment dated May 9, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.



Lynda L. Weninger
I.S.A. Legal Assistant

By: *Otis Chambers*
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 5/21/03

Enclosures

May 21 03 10:30a

GARNER - LEGAL DEPARTMENT 281 479 0283

p. 4

5-18-03; 2:27PM;

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Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 9500691-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 02 96, with standard exclusions "a" through "n", or ISO CG 00 01 07 98 with standard exclusions "a" through "o", with a minimum combined single limit of \$3,000,000 per occurrence for bodily injury and property damage and a \$3,000,000 aggregate each for the general policy and the products/completed operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
- (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include Collision Liability Insurance with limits no less than \$5,000,000.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than \$5,000,000 per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

May 21 03 10:30a

GARNER - LEGAL DEPARTMENT 281 479 0283

p. 5

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- 1.9 Pollution Liability Insurance** - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: \$7,000,000 per loss and \$1,000,000 annual aggregate. *Jim OC*

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days. Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:

- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and
- ii) Be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

- 5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

- 6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

APR.28.2003 16:31 281 478 0226

GARNER ENVIRONMENTAL
FAX NC

#1384 P.002/004
P. 01/10

APR-04-03 FRI 11:03 AM

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38210



LEGAL DEPARTMENT

April 4, 2003

LYNDA L. WENINGER
LEGAL ASSISTANT

Via Facsimile: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, Texas 77536

Re: Intermittent Services Agreement 9500691-A
Exhibit A - Rates

Dear Mr. Chambers:

Attached to the rate schedule is a "Field Service Terms and Conditions" (copy attached). The purpose of this letter is merely to clarify that Exhibit A - Rate Sheet is being provided to Koch for pricing purposes only, and that the page titled "Field Service Terms and Conditions" is not a part of the ISA and its other exhibits and attachments.

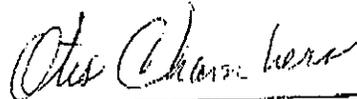
If this letter is an accurate statement of Garner Environmental Services, Inc.'s understanding, please indicate your acceptance by signing where indicated and return a copy to me as soon as possible. This letter will become a part of the ISA.

If you have any questions regarding this matter, please do not hesitate to call. Thank you.

Respectfully,


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

AGREED AND ACCEPTED
Garner Environmental Services, Inc.


Name: Otis Chambers, Ex V-P
Dated: 4/28/03

APR.28.2003 16:31 281 478 0296

GARNER ENVIRONMENTAL

#1384 P.003/004

APR-21-03 MON 03:44 PM

LEGAL

FAX NO

316828210

F. 02/00



LEGAL DEPARTMENT

March 27, 2003

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, Texas 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
 Flint Hills Resources, LP Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, LP Koch Materials Company
 Koch Pipeline Company, L.P.

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated June 14, 1995, as amended April 25, 1997; and December 19, 2001, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding **Koch Nitrogen Company and Koch Underground Storage Company** to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated June 14, 1995, to include all of the following companies:

Flint Hills Resources, L.P. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, L.P. Koch Materials Company
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Underground Storage Company

Under this proposed amendment letter, future work/services performed by Garner Environmental Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated June 14, 1995, the amendments dated April 25, 1997; December 19, 2001, and this amendment dated March 27, 2003.

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 316/828-6587 • FAX 316/828-7664

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Garner Environmental Services, Inc.
March 27, 2003
Page 2

An amendment letter amending the Exhibit C, certificate of insurance, has been forwarded to your insurance company. If this proposed amendment is acceptable, please contact your agent and authorize him to sign the amendment letter.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

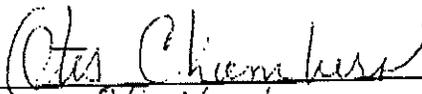
Sincerely,



Lynda L. Weninger
ISA Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

By: 
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 4/20/03



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 19, 2001

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
Koch Industries, Inc./affiliates/subsidiaries

Dear Mr. Chambers:

Garner Environmental Services, Inc. currently has in effect an Intermittent Services Agreement dated June 14, 1995 (as amended, if applicable) (the "ISA"), with the "Koch parties" to such ISA being listed as Koch Industries, Inc. and its various affiliates/subsidiaries. The purpose of this letter is to propose amending the ISA as detailed below.

Koch proposes that the term "Company," as used in the ISA, be amended to include the following listed entities (rather than Koch Industries, Inc. and its various affiliates and subsidiaries), effective with respect to work/services performed on or after January 1, 2002:

Diamond-Koch II, L.P.	Diamond-Koch III, L.P.
Koch Hydrocarbon, LP	Koch Materials Company
Koch Pipeline Company, L.P.	Koch Underground Storage Company
Koch Petroleum Group, L.P. (to be known as Flint Hills Resources, LP from and after January 1, 2002)	

(Please note- If you are aware of your company performing services under the ISA for entities other than those listed above, please advise, and we will discuss modifying this letter accordingly. Also, the parties could add additional entities in the future via amendments, if so desired.)

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, the term "Company," as used in the ISA, includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Garner Environmental Services, Inc.
December 19, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

Geoff D. Baker

Geoff D. Baker
I.S.A. Administrator

By: *Otis Chambers*
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 12/28/01

Enclosure



July 12, 2000

LEGAL DEPARTMENT

GEOFF D. BAKER
ISA ADMINISTRATOR

Via Facsimile: 281-478-0296
Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Intermittent Services Agreement 9500691-A
Exhibit A - Rates

Dear Mr. Chambers:

We received an updated Rate Response Schedule for Intermittent Services Agreement 9500691-A dated June 14, 1995 (herein the "ISA"). Attached to the rate schedule there are Terms and Conditions included as part of the rate schedule. The purpose of this letter is merely to clarify that Exhibit A -- Rate Sheet is being provided to Koch for pricing purposes only, and that Terms and Conditions do not become a part of the ISA and its other exhibits and attachments.

If this letter is an accurate statement of Garner Environmental Services, Inc. understanding, please indicate your acceptance by signing where indicated and return a copy to me as soon as possible. This letter will become a part of the ISA.

If you have any questions regarding this matter, please do not hesitate to call. Thank you.

Respectfully,

A handwritten signature in cursive script that reads 'Geoff D. Baker'.

Geoff Baker
I.S.A. Administrator

AGREED AND ACCEPTED
Garner Environmental Services, Inc.

A handwritten signature in cursive script that reads 'Otis Chambers'.

Name: _____
Dated: 7-12-2000



LEGAL DEPARTMENT

K. KELLY MITCHELL
LEGAL ASSISTANT

April 25, 1997

VIA FACSIMILE: 713-920-1359
Garner Environmental Services
Attn: C.J. Nadeau
314 Allen Genoa Road
Houston, TX 77017

Re: **Intermittent Services Agreement
Koch Industries and/or All Affiliates**

Dear Mr. Nadeau :

Your company has executed an Intermittent Services Agreement (ISA) dated June 14, 1995 with the above referenced Koch companies. The purpose of this letter is to propose adding certain language to the agreement that would enable your company to be an Oil Spill Response Organization for us.

By signing the appropriate space below and returning this letter to our office, you agree to amend the Intermittent Services Agreement to include the following conditions under the "Special Conditions" section of the ISA:

"Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] _____ Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] _____ environment(s) in the following geographic location(s): [insert precise description of geographic location in which OSRO classification applies] _____
(SEE ATTACHED OSRO CLASSIFICATION LETTER)

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation."

APR-25-97 FRI 16:21

APR-25-1997 15:20

APR-25-97 FRI 11:09 AM

SERVICE ACCOUNTING

GARNER ENVIRONMENTAL

KOCH LEGAL DEPT

FAX NO. 316 928 5737

9281359

FAX NO. 316 928 7664

P. 09

P. 03

P. 02

If you agree with this amendment, please sign in the appropriate space below and return this letter to: K. Kelly Mitchell, ISA Administrator/Legal Department, P. O. Box 2256, Wichita, KS 67201, or by fax at (316)828-7664.

COMPANY
KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES

AGREED TO AND ACCEPTED ON THIS _____ DAY OF _____ 1997.

By: [Signature]
Printed Name: _____
Title: _____

CONTRACTOR
GARNER ENVIRONMENTAL SERVICES INC.

AGREED TO AND ACCEPTED ON THIS 25th DAY OF April, 1997.

By: [Signature]
Printed Name Nelson J. Fetgatter
Title: Vice-President

Very truly yours,

[Signature]
K. Kelly Mitchell
Legal Assistant/ISA Administrator

INTERMITTENT SERVICES AGREEMENT

Date: 14 June 1995Contractor: GARNER ENVIRONMENTAL SERVICES

PARTIES

1. It is hereby agreed KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES (referred to as "Company") and GARNER ENVIRONMENTAL SERVICES (referred to as "Contractor"), whose business address is 314 Allen Genoa Road, Houston, Texas 77017 that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each thirty-days (name desired billing period - e.g., week, month or thirty days) during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of receipt of Company of the statement described in paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions which may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and insuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material which shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services which are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

a. All tools, machinery, equipment and appliances which are owned by Contractor or loaned or leased by Contractor by others than Company and which are not to be incorporated into the completed work; and,

b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY AND INSURANCE

12. Contractor shall defend, protect, indemnify and save Company, Koch Industries, Inc. and any company of which Koch Industries, Inc. owns or controls fifty percent or more of the shares entitled to vote at a general election of directors (collectively referred to for purposes of this Paragraph 12 as "Company") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including but not limited to attorney's fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, regardless of whether such harm is to Contractor, Company, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Company harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action which result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Company, its agents, employees or officers, except Contractor shall not be liable for loss or damage resulting from the sole (100%) negligence of Company. Contractor further agrees to pay Company for damages to Company's property and to indemnify, defend and hold it harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Company's property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this contract including, but not limited to taxes, penalties, fines, interest, liens or encumbrances which result from the concurrent or contributing negligence of any person or entity, which may include Company, its agents, employees or officers.

13. Contractor shall maintain at its own cost and expense such insurance of a type and in the amounts as required by Company to insure Contractor's indemnification and other obligations under this agreement and which will protect Company from all claims for damages to persons and to property which may arise from any operations under this contract or any subcontracts related to this contract. Contractor shall maintain during the entire term of this Contract insurance policies within minimum limits of coverage all as set forth on Exhibit B which is made a part hereof by reference. Prior to commencing work Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement comprises the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, which are not merged into this agreement or superseded by it.

18. If Contractor should be adjudged as bankrupt, or it should make a general assignment for the benefit of creditors, or if a receiver should be appointed for Contractor, or it should refuse or fail to supply competent supervision or enough property skilled people or proper material or disregard laws, rules or regulations applicable to the work, or otherwise violate any provision of this agreement, then Company shall have the right to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method it may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement. Such bond shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guaranty an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance it shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy Issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that all of Contractor's employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

TERM

24. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY: KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES

CONTRACTOR: GARNER ENVIRONMENTAL SERVICES

By [Signature]
Title VICE President
Date 6-21-95

By [Signature]
Title Vice-President
Date 14 June 1995

COMPANY'S WITNESS
By [Signature]
Date 6/26/95

CONTRACTOR'S WITNESS
By [Signature]
Date 14 June 1995

6/20/95
[Signature]
rev. 5/95

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as agreement), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as alternate employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 85 or CG 00 01 11 88) with standard exclusions "a" through "n", with a minimum combined single limit of \$3,000,000 per occurrence for Bodily injury and Property Damage and a \$3,000,000 aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor is on or near any railroad property, Coverage for such operations naming Railroad as an additional insured, unless coverage is provided under Railroad Protective Liability insurance - Section 1.7.
- 1.2.2 Contractual Liability, insuring the liabilities assumed under the Indemnity and Insurance Section of the agreement, inclusive of XCU exposure (1.2.4 below) if applicable, but excluding coverage for taxes and patent infringement.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned and hired vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance will include contractual liability insuring the indemnification provisions contained in this contract but excluding coverage for taxes.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability insurance with a combined single limit of not less than \$10,000,000 for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than \$5,000,000.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than five million dollars (\$5,000,000) per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above. Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If work is to be performed on or near any railroad property, and protection is not afforded under 1.2.1 above, Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000.00 per occurrence, \$6,000,000.00 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the easement premises by Contractor.
- 1.8 The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.
- 2.0 **Policy Endorsements**
- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, and 1.6 hereof shall name Company as an additional insured with respect to operations performed under the agreement and shall be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of insurance** Contractor shall, before commencing work, provide Company with a certificate (see attached **Exhibit C**) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.
- 4.0 **Waiver of Subrogation**
- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against the Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against the Company.
- 5.0 If the Work is performed on a footage, lump-sum or maximum cost basis, the cost of the above insurance shall be borne by Contractor.
- 6.0 If work is performed on a cost plus fee basis or for change order work Company will reimburse Contractor for the cost of such insurance up to the minimum limits prescribed in Section 1.0 above. Reimbursement of insurance costs under a cost plus fee contract and change order will be determined as follows:
- 6.1 Worker's Compensation Manual rates applied to field labor subject to Contractor's Experience Modification (not to exceed 1.00) applicable for entire contract period as identified in proposal and further subject to the premium discount schedule applicable in the state where the Work is to be performed.
- 6.2 Commercial General Liability rates To Be Identified in Contractor's Proposal applied to field labor only.
- 6.3 Automobile Liability Insurance borne by Contractor.
- 6.4 Aircraft Liability Insurance borne by Contractor.
- 6.5 Hull and Machinery Insurance borne by Contractor.
- 6.6 Protection and Indemnity Insurance borne by Contractor.
- 6.7 Railroad Protective Liability Insurance borne by Contractor.
- 7.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement.



(OSRO) OIL SPILL REMOVAL ORGANIZATION INFORMATION

REVISED 1/21/08

MILLER ENVIRONMENTAL SERVICES, INC.
600 FLATO ROAD
CORPUS CHRISTI, TX. 78405

MAILING ADDRESS:

P.O. Box 5233
CORPUS CHRISTI, TX. 78405

ADDITIONAL FACILITIES:

2208 INDUSTRIAL DRIVE
SULPHUR, LA. 70665

HOT LINE 1-800-929-7227

EMERGENCY CONTACTS: **BRIAN COX, MATT DARTEZ, MACKEY WARD, JOHN PERABO**

LATITUDE:

(b) (7)(F), (b) (3)

LONGITUDE:

OSRO CLASSIFICATIONS

ENVIRONMENTS	FACILITY					VESSEL			
	HVP	MMPD	WCD1	WCD2	WCD3	MMPD	WCD1	WCD2	WCD3
RIVERS / CANALS	YES	X	X	X	X	X	X	X	X
INLAND	YES		X	X		X	X	X	X
OCEAN									
GREAT LAKES									

PERSONNEL

DESCRIPTION	LOCATION
20 - SUPERVISORS	CORPUS CHRISTI, TX
6 - SUPERVISORS	SULPHUR, LA
2 - SUPERVISORS	PORT ARTHUR, TX
12 - FOREMAN	CORPUS CHRISTI, TX
6 - FOREMAN	SULPHUR, LA
1 - FOREMAN	PORT ARTHUR, TX
33 - OPERATORS	CORPUS CHRISTI, TX
6 - OPERATORS	SULPHUR, LA
3 - OPERATORS	PORT ARTHUR, TX
34 - TECHNICIANS	CORPUS CHRISTI, TX
10 - TECHNICIANS	SULPHUR, LA
3 - TECHNICIANS	PORT ARTHUR, TX

BOATS

DESCRIPTION	LOCATION
1 - 14' 350 HP AIR RANGER AIR BOAT	CORPUS CHRISTI, TX
1 - 18' 400 HP TRAIL BOSS AIR BOAT	SULPHUR, LA
4 - 14' T 16' JON BOATS W/ 25 HP OUTBOARD MOTORS	CORPUS CHRISTI, TX
2 - 14' TO 16' JON BOATS	SULPHUR, LA
2 - 16' JON BOATS W/ 25 HP OUTBOARD MOTORS	SULPHUR, LA
4 - 16' TO 18' JON BOATS W/ OUTBOARD MOTORS	CORPUS CHRISTI, TX
1 - 18' WORK BOAT W/ 90 HP OUTBOARD MOTOR	SULPHUR, LA
1 - 18' WORK BOAT W/ 90 HP OUTBOARD MOTOR	CORPUS CHRISTI, TX
1 - 18' WORK BOAT W/ 115 HP OUTBOARD MOTOR	CORPUS CHRISTI, TX
1 - 28' FAST RESPONSE BOAT W/ TWIN OUTBOARD MOTORS	CORPUS CHRISTI, TX
1 - 26' FAST RESPONSE BOAT W/ TWIN OUTBOARD MOTORS	SULPHUR, LA
1 - 24' PUSH BOAT W/ 150 HP OUTBOARD MOTOR	CORPUS CHRISTI, TX
1 - 22' FAST RESPONSE BOAT W/ 200 HP OUTBOARD MOTOR	CORPUS CHRISTI, TX
1 - 18' WORK BOAT W/ 70 HP OUTBOARD MOTOR	PORT ARTHUR, TX

SKIMMERS AND PUMPS

DESCRIPTION	LOCATION
1 - MARCO SIDE WINDER 14 HARBOR VOSS SKIMMER	CORPUS CHRISTI, TX
1 - FOILEX TDS 250 SKIMMING SYSTEM	CORPUS CHRISTI, TX
1 - ACME SAUCER SKIMMER 48"	SULPHUR, LA
1- SLURP FLOATING SKIMMER	CORPUS CHRISTI, TX
2- ELASTEC TDS 136 DRUM SKIMMER	CORPUS CHRISTI, TX
1- ELASTEC TDS 118 DRUM SKIMMER	CORPUS CHRISTI, TX
1- ELASTEC TDS 136 DRUM SKIMMER	SULPHUR, LA
2 - 36" GOO GOBBLER SKIMMER	SULPHUR, LA
2 - 36" SKIMPAK SKIMMER	SULPHUR, LA
1 - SKIMMEX VACUUM SKIMMER W/HOPPER	CORPUS CHRISTI, TX
2 - 2" WASH PUMP	CORPUS CHRISTI, TX
4 - 2" WASH PUMPS	SULPHUR, LA
10 - LIGHT WASH PUMPS	CORPUS CHRISTI, TX
4 - 2" PNEUMATIC DIAPHRAGM PUMPS	CORPUS CHRISTI, TX
2 - 2" PNEUMATIC DIAPHRAGM PUMPS	SULPHUR, LA
1 - 2" PNEUMATIC DIAPHRAGM CHEMICAL PUMP	SULPHUR, LA
2 - 3" PNEUMATIC DIAPHRAGM PUMPS	CORPUS CHRISTI, TX
3 - PORTABLE HIGH PRESSURE STEAM CLEANERS	CORPUS CHRISTI, TX
1 - PORTABLE HIGH PRESSURE STEAM CLEANER	SULPHUR, LA
1000 - FT. 2" OS&D HOSE	CORPUS CHRISTI, TX
1000 - FT. 2" OS&D HOSE	SULPHUR, LA
2000 - FT. 3" OS&D HOSE	CORPUS CHRISTI, TX
2000 - FT. 3" OS&D HOSE	SULPHUR, LA
400 - FT. 4" OS&D HOSE	CORPUS CHRISTI, TX
400 - FT. 4" OS&D HOSE	SULPHUR, LA

VEHICLES AND TRAILERS

DESCRIPTION	LOCATION
37 - PICK UP TRUCKS	CORPUS CHRISTI, TX
10 - PICK UP TRUCKS	SULPHUR, LA
11 - 4 X 4 PICK UP TRUCKS	CORPUS CHRISTI, TX
4 - 4 X 4 PICK UP TRUCKS	SULPHUR, LA
25 - 70 BBL SUPERVAC D.O.T. SPEC. VACUUM TRUCKS	CORPUS CHRISTI, TX
3 - 70 BBL SUPERVAC D.O.T. SPEC. VACUUM TRUCKS	SULPHUR, LA
6 - 16 CUBIC YARD SUPERSUCKER AIR MOVERS	CORPUS CHRISTI, TX
4 - 16 CUBIC YARD SUPERSUCKER AIR MOVERS	SULPHUR, LA
4 - 130 BBL VACUUM TRUCK D.O.T. SPEC.	CORPUS CHRISTI, TX
1 - 130 BBL VACUUM TRUCK D.O.T. SPEC.	SULPHUR, LA
4 - BOB TAIL (5 AXLE) ROLL OFF TRUCKS	CORPUS CHRISTI, TX
1 - BOB TAIL (5 AXLE) ROLL OFF TRUCKS	SULPHUR, LA
6 - ROLL OFF TRUCKS (TRACTOR/TRAILER)	CORPUS CHRISTI, TX
6 - BOOM TRAILERS	CORPUS CHRISTI, TX
3 - BOOM TRAILER	SULPHUR, LA
3 - BOOM AND BOAT TRAILERS W/ 2000' 18" BOOM EA./BOATS/PUMPS	CORPUS CHRISTI, TX
1 - BOOM AND BOAT TRAILERS W/ 2000' 18" BOOM EA./BOATS/PUMPS	SULPHUR, LA
1 - BOOM AND BOAT TRAILERS W/ 2000' 18" BOOM EA./ BOATS/ PUMPS	PORT ARTHUR, TX
4 - RESPONSE TRAILERS	CORPUS CHRISTI, TX
8 - EQUIPMENT TRAILERS	CORPUS CHRISTI, TX
2 - EQUIPMENT TRAILERS	SULPHUR, LA
1 - EMERGENCY RESPONSE UNIT / FIELD OFFICE	CORPUS CHRISTI, TX
1 - HAZ-MAT RESPONSE TRAILER W/ COMMAND CENTER	SULPHUR, LA
1 - HAZ-MAT RESPONSE TRAILER	CORPUS CHRISTI, TX

TEMPORARY STORAGE

DESCRIPTION	LOCATION
160 - 500 BBL FRAC TANKS (NON-DEDICATED)	SULPHUR, LA
200 - 20 YARD ROLL OFF BOXES (NON-DEDICATED)	SULPHUR, LA
2 - 20 YARD ROLL BOXES	SULPHUR, LA
90 - ROLL OFF STORAGE AND TRANSPORTATION CONTAINERS	CORPUS CHRISTI, TX

BOOMING SYSTEMS

DESCRIPTION	LOCATION
16,000 - FT. 18" CONTAINMENT BOOM	CORPUS CHRISTI, TX
6,000 - FT. 18" CONTAINMENT BOOM	SULPHUR, LA
2,000 - FT. 18" CONTAINMENT BOOM	PORT ARTHUR, TX
2,000 - FT. 10" CONTAINMENT BOOM	CORPUS CHRISTI, TX
600 - FT. 10" CONTAINMENT BOOM	SULPHUR, LA
32,000 FT. 18" CONTAINMENT BOOM (NON-DEDICATED)	HOUSTON, TX
8 - 24" MARKER BUOYS	SULPHUR, LA
6 - 24" MARKER BUOYS	PORT ARTHUR, TX
8 - 25 LBS. DANFORTH ANCHORS	SULPHUR, LA
6 - 25 LBS. DANFORTH ANCHORS	PORT ARTHUR, TX
10 - BOOM WARNING LIGHTS	SULPHUR, LA

MISCELLANEOUS EQUIPMENT AND EXPENDABLES

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DESCRIPTION	LOCATION
400 - 1A2/Y1.6/150.97 55 GAL. STEEL OPEN TOP DRUMS	SULPHUR, LA
150 - 1A2/Y1.6/150.97 55 GAL. STEEL OPEN TOP DRUMS	CORPUS CHRISTI, TX
50 - 17/E 55 GAL. STEEL OPEN TOP DRUMS	CORPUS CHRISTI, TX
10 - 95 GALLON POLY OVER PACKS	SULPHUR, LA
10 - 85 GALLON POLY OVER PACKS	CORPUS CHRISTI, TX
WHSE. INV. - 17 X 19 X 3/8 12 OZ. SORBENT PADS ,DIMPLED	SULPHUR, LA
WHSE. INV. - 17 X 19 X 3/8 12 OZ. SORBENT PADS, DIMPLED	CORPUS CHRISTI, TX
WHSE. INV. - 17 X 19 X 1/4 9 OZ. SORBENT PADS, DIMPLED	SULPHUR, LA
WHSE. INV. - 17 X 19 X 1/4 9 OZ. SORBENT PADS, DIMPLED	CORPUS CHRISTI, TX
WHSE. INV. - 38 X 144 12 OZ. SORBENT ROLLS, DIMPLED	SULPHUR, LA
WHSE. INV. - 38 X 144 12 OZ. SORBENT ROLLS, DIMPLED	CORPUS CHRISTI, TX
WHSE. INV. 38 X 144 9 OZ. SORBENT ROLLS, DIMPLED	SULPHUR, LA
WHSE. INV. 38 X 144 9 OZ. SORBENT ROLLS, DIMPLED	CORPUS CHRISTI, TX
WHSE. INV. 8 X 10 SORBENT BOOM DOUBLE NET	SULPHUR, LA
WHSE. INV. 8 X 10 SORBENT BOOM SINGLE NET	CORPUS CHRISTI, TX
WHSE. INV. 17 X 19 X 12 OZ. CHEMICAL SORBENT PADS	SULPHUR, LA
WHSE. INV. 17 X 19 X 12OZ. CHEMICAL SORBENT PADS	CORPUS CHRISTI, TX
WHSE. INV. 100 X 18 SORBENT SWEEP	SULPHUR, LA
WHSE. INV. 100 X 18 SORBENT SWEEP	CORPUS CHRISTI, TX
WHSE. INV. (30/BOX) SORBENT SNARE	SULPHUR, LA
WHSE. INV. (30/BOX) SORBENT SNARE	CORPUS CHRISTI, TX
WHSE. INV. CLAY PARTICULATE ABSORBENT	SULPHUR, LA
WHSE. INV. CLAY PARTICULATE ABSORBENT	Corpus Christi, TX

MISCELLANEOUS EQUIPMENT AND EXPENDABLES

DESCRIPTION	LOCATION
1 - 175 CFM AIR COMPRESSOR	CORPUS CHRISTI, TX
2 - 4 KW GENERATORS	CORPUS CHRISTI, TX
2 - 4 KW GENERATORS	SULPHUR, LA
10- 800 MHZ RADIOS	CORPUS CHRISTI, TX
5 - 800 MHZ RADIOS	SULPHUR, LA
3 - MULTI-GAS DIRECT READ AIR MONITORS (NON-DEDICATED)	CORPUS CHRISTI, TX
1 - AIM 3000 MULTI-GAS DIRECT READ AIR MONITOR	SULPHUR, LA
1 - SYNSIDYNE COLORMETRIC PUMP / MONITOR	SULPHUR, LA
1 - MSA - 3 GAS MONITOR	SULPHUR, LA
1 - PID AIR MONITOR (NON-DEDICATED)	CORPUS CHRISTI, TX
3 - H2S MONITORS (NON-DEDICATED)	CORPUS CHRISTI, TX

HYDROBLASTING EQUIPMENT (DECON)

DESCRIPTION	LOCATION
1 - 11 GPM 20K HYDROBLASTER	CORPUS CHRISTI, TX
1 - 28 GPM 10K HYDROBLASTER	CORPUS CHRISTI, TX
1 - 47 GPM 10K HYDROBLASTER	CORPUS CHRISTI, TX
1 - 34 GPM 10K HYDROBLASTER	SULPHUR, LA
1 - 68 GPM 10K HYDROBLASTER	SULPHUR, LA
1 - 47 GPM 10K HYDROBLASTER W/ 20K CONVERTER PRESSURE HEAD	SULPHUR, LA
1 - 21 GPM 20K HYDROBLASTER	SULPHUR, LA
1 - HIGH PRESSURE CUTTING MACHINE W/ ACCESSORIES	CORPUS CHRISTI, TX

MILLER ENVIRONMENTAL=S INDUSTRIAL SERVICES DIVISION, CLEANS AND DECONTAMINATES TANKS, VESSELS AND PLANT EQUIPMENT DAILY, ENHANCING OUR ABILITIES TO DECONTAMINATE RESPONSE EQUIPMENT AND VESSELS ON SITE.



CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

August 24, 2005

Via Facsimile: 361-289-6363

Mr. Mackey Ward
Miller Environmental Services, Inc.
600 Flato Road
Corpus Christi, TX 78405

Re: Agreement #9700335-A

Dear Mr. Ward:

Your company currently has in effect an Agreement dated April 24, 1997 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Energy, Inc., Koch Pipeline Company, L.P., and Reiss Remediation, Inc. The purpose of this letter is as discussed below:

Due to an internal merger, Reiss Remediation, Inc. is now Reiss Remediation, LLC.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modification stated above.

If you have any questions, please give me a call at (316) 828-5675.

Sincerely,

A handwritten signature in black ink that reads "Bill Burgin". The signature is written in a cursive, flowing style.

Bill Burgin

KOCH**SECOND REQUEST**

10-28-04

KOCH RISK MANAGEMENT SERVICESMICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

October 22, 2004

VIA FACSIMILE: 361-289-6363Mr. Mackoy Ward
Miller Environmental Services, Inc.
600 Flato Road
Corpus Christi, Texas 78405Re: Amendment to Intermittent Services Agreement 9700335-A
Flat Hills Resources, L.P. Koch Energy, Inc.
Koch Pipeline Company, L.P. Reiss Remediation, Inc.

Dear Mr. Ward:

Miller Environmental Services, Inc. ("Contractor") currently has in effect an Intermittent Services Agreement ("ISA") dated April 24, 1997, as amended December 1, 1999; January 1, 2001; January 15, 2001, with the above referenced Koch company(s). The purpose of this amendment is to amend the ISA to add two new paragraphs, as further defined below:

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 26:

26. **CONFIDENTIALITY.** All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities.

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 27, effective upon your company's execution of this letter amendment:

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HIGH RISK MGMT

FAX NO. 313 928 7884

10-22-04 10:03 AM '02

Miller Environmental Services, Inc.

October 22, 2004

Page 2

27. **MULTIPLE ENTITIES.** The parties recognize and acknowledge that "Company," as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity.

Reiss Remediation Company merged into Reiss Remediation Company, thus Reiss Remediation Company can be deleted from the ISA and on any future certificate of insurance as it relates to the ISA

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated April 24, 1997, as previously amended, if applicable, and this amendment dated October 22, 2004

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, CRM Legal Assistant, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg T5G, Wichita, Kansas 67201.

Sincerely,

Michelle P. Butterfield

Michelle P. Butterfield
CRM Legal Assistant
Enc.

AGREED AND ACCEPTED:
Miller Environmental Services, Inc.

By: *Mackey Ward*
Printed Name: MACKAY WARD
Title: OPERATIONS MANAGER
Date: 11/4/04



LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

January 15, 2001

VIA FACSIMILE: 361-289-6363

Mackey Ward
Mr. Mark Darlez
Miller Environmental Services, Inc.
600 Plato Road
Cooperia Christi, Texas 78405

Re: Amendment to Intermittent Services Agreement 9700135-A
Gulf South Pipeline Company, LP Koch Energy, Inc.
Koch Petroleum Group, L.P. Koch Pipeline Company, L.P.

Dear Mr. Darlez:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated April 24, 1997, as amended December 1, 1999, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Reiss Remediation Company and Reiss Remediation, Inc. to the ISA.

Koch proposes amending the term "Company," as that term is used in the ISA dated April 24, 1997, to include all of the following Koch companies:

Gulf South Pipeline Company, L.P.
Koch Energy, Inc.
Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.
Reiss Remediation Company
Reiss Remediation, Inc.

Under this proposed amendment letter, future work/services performed by Miller Environmental Services, Inc. for any of the above referenced Koch companies will be done pursuant to the ISA dated April 24, 1997, the amendment dated December 1, 1999, and this amendment dated January 15, 2001.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

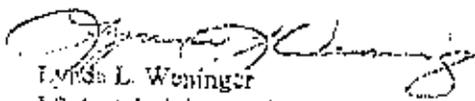
4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2258 • Wichita, Kansas 67201
316/698-5587 • FAX 316/628-7664

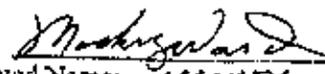
Miller Environmental Services, Inc.
January 15, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Keech Industries, Inc., P.O. Box 2256, Bldg. T31D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Miller Environmental Services, Inc.


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: 
Printed Name: MACKEY WARD
Title: OPERATIONS MANAGER
Date: 2/6/01

Enclosures

INTERMITTENT SERVICES AGREEMENT 9700335G-A

This Intermittent Services Agreement ("Agreement") is entered into this 1st day of January 2001, but effective as of the date specified below, by and between:

(i.) **Miller Environmental Services, Inc.** ("Contractor"); and

(ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700335G-A dated April 24, 1997, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement");

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

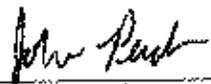
"COMPANY"

**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

Miller Environmental Services, Inc.

By: 
Printed Name: JOHN PERABO
Title: RESPONSE COORDINATOR
Date: 22 JANUARY 2001

DEC-01-99 WED 02:10 PM

INDUSTRIES

FAX NO. 316-289-6363



LEGAL DEPARTMENT

CHARLES D. DUDLEY

December 1, 1999

Via Facsimile: 316-289-6363

Mr. Matt Dartez
Miller Environmental Services, Inc.
600 Flato Road
Corpus Christi, TX 78405

Re: Intermittent Services Agreement

Koch Energy Services Company (now known as Koch Energy, Inc.)
Koch Oil Company (now known as Koch Petroleum Group, L.P.)
Koch Refining Company, L.P. (now known as Koch Petroleum Group, L.P.)

Koch Gateway Pipeline Company
Koch Pipeline Company, L.P.

Dear Mr. Dartez:

Your company currently has in effect an Intermittent Services Agreement (herein, the "ISA") dated April 24, 1997 with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose amending the term "Company" as that term is used in the ISA, to include Koch Operating Services Company and Koch Gateway Pipeline, L.P.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now Koch Petroleum Group, L.P. Koch Energy Services Company through a merger is now known as Koch Energy, Inc.

Koch proposes amending the ISA to include all of the following Koch companies within the term "Company" effective as of the date of this letter.

- Koch Energy, Inc.
- Koch Gateway Pipeline Company
- Koch Petroleum Group, L.P.
- Koch Pipeline Company, L.P.
- Koch Operating Services Company
- Koch Gateway Pipeline, L.P.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated April 24, 1997 and this amendment dated December 1, 1999.

By signing at the appropriate space below and returning this letter to our office, you agree to amend the ISA to include the above Koch companies within the term "Company" as used in the ISA.

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2258 • Wichita, Kansas 67201
316/828-4707 • FAX 316/529-7727

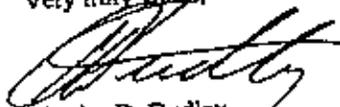
DEC-01-99 WED 02:11 PM INDUSTRIES

Miller Environmental Services, Inc.
Amendment Letter --Intermittent Services Agreement
12/1/1999
Page 2

A copy of the Exhibit C (Certificate of Insurance) reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Under the ISA, Koch requires the above companies to be named additional insured (form CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy. Under the workers compensation policy, Koch requires two endorsements, the alternate employer and waiver of subrogation.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Charles D. Dudley, I.S.A. Administrator, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201, or fax it to me at (316)828-9063.

Very truly yours,


Charles D. Dudley
I.S.A. Administrator

AGREED AND ACCEPTED:
Miller Environmental Services, Inc.

By: Matt Daryl
Printed Name: MATT DARYL
Title: RESPONSE COORDINATOR
Date: 12/1/99

INTERMITTENT SERVICES AGREEMENT

Date: April 24, 1997

Contractor: Miller Environmental Services, Inc.

Agreement Number: 97-00335-A01

PARTIES

1. It is hereby agreed between Koch Energy Services Company; Koch Gateway Pipeline Company; Koch Oil Company; Koch Pipeline Company, L.P.; Koch Refining Company, L.P. (such companies being collectively referred to hereinafter as "Company") and Miller Environmental Services, Inc. (such company being referred to hereinafter as "Contractor"), whose business address is 600 Flato Road, Corpus Christi, TX 78405, that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS (if applicable):

Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans]

environment(s) in the following geographic location(s): [insert precise description of geographic location in which OSRO classification applies]

* SEE ATTACHED OSRO DOCUMENT

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of, or physical damage to the following:

a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,

b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent,

trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.
17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.
18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may, upon the giving of written notice, terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.
19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.
20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.
21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.
22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

TERM

25. This agreement shall be effective as of the date above written and shall continue for a one-year period following that date. At the end of the initial one-year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY

Koch Energy Services Company;
Koch Gateway Pipeline Company;
Koch Oil Company;
Koch Pipeline Company, L.P.;
Koch Refining Company, L.P.

By [Signature]

Title _____

Date _____

COMPANY'S WITNESS

By _____

Date _____

CONTRACTOR

Miller Environmental Services, Inc.

By [Signature]

Title PRESIDENT

Date 4/25/97

CONTRACTOR'S WITNESS

By _____

Date _____

KICM
4-25-97

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement
Agreement Number: 97-00335-A01

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Jones Act and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
 - 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 88 with standard exclusions "a" through "n", with a minimum combined single limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage and a \$3,000,000 aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
 - 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
 - 1.2.2 Contractual Liability coverage.
 - 1.2.3 Products and Completed operations.
 - 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
 - 1.2.6 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form 8) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
 - 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance must include contractual liability coverage.
 - 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 for bodily injury and property damage (including passenger) liability.
 - 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include Collision Liability Insurance with limits no less than \$5,000,000.
 - 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than \$5,000,000 per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
 - 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
 - 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess insurance.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.8 and 1.8 hereof shall:
- (i) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement (CG 20 10 10 03) providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and;
 - (ii) be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 Evidence of Insurance - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of subrogation, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.



January 31, 2006

VIA FACSIMILE: 504-392-8977

Oil Mop, L.L.C.
PO Box 56981
New Orleans, LA 70156

Re: Partial Termination and Amendment of Agreement 9700442-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

To Whom It May Concern:

As you know, your company currently has in effect an Agreement, dated **November 30, 1998** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHLP and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHLP and KUSC. The sale of KHLP and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHLP and KUSC. Accordingly, we hereby advise you that, effective 30 days after the Effective Date, KHLP and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective 30 days after the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Because KHLP and KUSC will no longer be parties to the Agreement, you may delete KHLP and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHLP and KUSC will no longer be parties to the Agreement beginning 30 days after the Effective Date, KHLP and KUSC, under their new ownership, may want you to continue providing services to KHLP and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHLP and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHLP and KUSC, you should continue to provide those services after the Effective Date until further notice from KHLP and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

SENT BY: OMI;

504 394 9677;

MAR-20 11:11AM;

PAGE 2/3

MAR-19-03 WED 04:11 PM

FAX NO. 316 2287664

P. 02/08



LEGAL DEPARTMENT

March 19, 2003

LYNDA L. WEININGER
LEGAL ASSISTANTVIA FACSIMILE: 504-392-8977Mr. Donald Nalty, President
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A

Flint Hills Resources, L.P.	Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company	Koch Hydrocarbon Southeast, Inc.
Koch Hydrocarbon, LP	Koch Nitrogen Company
Koch Pipeline Company, L.P.	Koch Supply & Trading, LP
Minnesota Pipe Line Company	

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999; February 9, 2001; February 22, 2001; December 11, 2001; February 11, 2002 and February 8, 2003, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding Koch Exploration Company, LLC, to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following companies:

Flint Hills Resources, L.P.	Koch Energy, Inc.
Koch Exploration Company, LLC	Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.	Koch Hydrocarbon, LP
Koch Nitrogen Company	Koch Pipeline Company, L.P.
Koch Supply & Trading, LP	Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated _____, and this amendment dated March 19, 2003.



LEGAL DEPARTMENT

MICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

February 8, 2003

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
Flint Hills Resources, L.P, Koch Energy, Inc., Koch Fertilizer Storage and Terminal Company,
Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP, Koch Nitrogen Company,
Koch Pipeline Company, L. P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, L.L.C. ("Contractor") currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended, with the above referenced Koch company(s). The purpose of this amendment is to amend the ISA to add a new paragraph, as further defined below:

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 26:

26. ~~CONFIDENTIAL~~ All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information of a confidential nature relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive the completion of Contractor's services and termination of this Agreement.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, as previously amended, and this amendment dated February 8, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, ISA Legal Assistant, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

Michelle P. Butterfield
ISA Legal Assistant

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By:
Printed Name: BRUCE L. DEWITT
Title: CONTACT ADMINISTRATION
Date: 2/14/03

SENT BY: OIL MOP LLC;

504 561 9274;

FEB-13

9:38AM;

PAGE 3/4

FEB-11-02 MON 12:43 PM KC LEGAL

FAX NO. 316 884

P. 02



LEGAL DEPARTMENT

LYNDA L. WERANIGER
LEGAL ASSISTANT

February 11, 2002

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Supply & Trading, LP

Koch Energy, Inc.
Koch Hydrocarbon, LP
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended November 13, 2000; February 9, 2001; February 22, 2001 and December 11, 2001, with the above referenced Koch companies. It has been brought to our attention that your company's name is Oil Mop, L.L.C., rather than Oil Mop, a division of Nalty Environmental Services, L.L.C., as presently evidenced on the ISA. Koch proposes amending the term "Contractor" as that term is used in the ISA dated November 30, 1998, to include Oil Mop, L.L.C..

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendments dated November 13, 2000; February 9, 2001; February 22, 2001; December 11, 2001, and this amendment dated February 11, 2002.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

SENT BY: OIL MOP LLC;

504 561 9274;

FEB-13

9:38AM;

PAGE 4/4

FEB-11-02 MON 12:44 PM KC LEGAL

FAX NO. 318 F

884

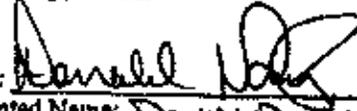
P. 03

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weinger, I.S.A. Administrator/Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,


Lynda L. Weinger
I.S.A. Administrator/Legal Assistant

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By: 
Printed Name: Donald D. Harty
Title: President
Date: 2/13/02



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 11, 2001

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P. Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, a division of Nalty Environmental Services, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

- (a.) Effective January 1, 2002, the term "Company" shall not include Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date; and
- (b.) With respect to work/services performed on or after January 1, 2002, the term "Company" shall include (in addition to the other entities referenced above) Koch Hydrocarbon, L.P., and Koch Supply & Trading, L.P.

Also, please note that effective January 1, 2002, Koch Petroleum Group, L.P. will be changing its name to Flint Hills Resources, L.P.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

Oil Mop, a division of Nalty Environmental Services, L.L.C.
December 5, 2001
Page 2

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

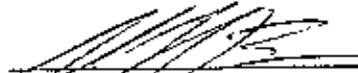
Sincerely,



Geoff D. Baker
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:
Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 
Printed Name: Geoff D. Baker
Title: Sales manager
Date: 12-12-01



LEGAL DEPARTMENT

February 22, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-392-8977
Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700442-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Nalty:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Minnesota Pipe Line Company

All future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

AGREED & ACCEPTED:
Oil Mop, a division of Nalty Environmental Services, L.L.C.

Printed Name: Donald Nalty
Title: President



February 9, 2001

LEGAL DEPARTMENT

LYNDA L. WEINIGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Map, a division of
Nalty Environmental Services, L.L.C.
145 Keating Drive
Belle Chasse, Louisiana 70037

Re: Amendment to Intermittent Services Agreement 9700442-A	
K/D/S Promix, L.L.C.	Koch Energy, Inc.
Koch Hydrocarbon Company	Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company	Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.	Koch Fertilizer Storage and Terminal Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Minnesota Pipe Line Company to the ISA

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Map, a division of Nalty Environmental Services, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated August 2, 1999, and this amendment dated February 9, 2001.

SENT BY: OIL MOP LLC;

FEB-09-01 FRI 04:23 PM

KOCH INDUSTRIES

FAX NO. 287664

P. 03

Oil Mop, a division of
Nalty Environmental Services, L.L.C.
February 9, 2001
Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

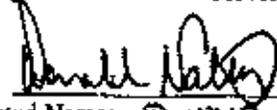
Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 
Printed Name: Donald Nalty, Sr
Title: President
Date: 2-12-01

INTERMITTENT SERVICES AGREEMENT 9700442G-A

This Intermittent Services Agreement ("Agreement") is entered into this 13th day of November, 2000, but effective as of the date specified below, by and between:

- (i.) **Oil Mop, a division of Nalty Environmental Services, L.L.C.** ("Contractor"); and
 (ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700442-A dated November 30, 1998, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement");

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

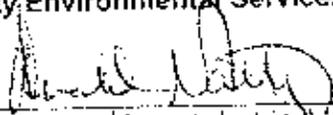
"COMPANY"

**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

"CONTRACTOR"

**Oil Mop, A Division of
Nalty Environmental Services, L.L.C.**

By: 
 Printed Name: Donald K. Nalty, Sr.
 Title: CEO
 Date: 11/13/00



LEGAL DEPARTMENT

August 2, 1999

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 1-504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 K/D/S Promix, L.L.C. Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Energy Services Company (n/k/a Koch Energy, Inc.)
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Koch Operating Services Company to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as Koch Petroleum Group, L.P.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
 Koch Energy, Inc.
 Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.

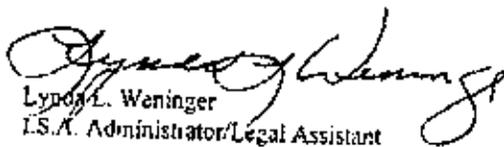
Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, and this amendment effective August 2, 1999.

Oil Mop, a division of Nalty Environmental Services, L.L.C.
August 2, 1999
Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

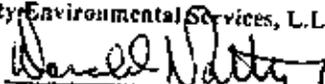
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 
Printed Name: DONALD NALTY, JR.
Title: president
Date: 8-4-99

INTERMITTENT SERVICES AGREEMENT

Date: November 30, 1998

Contractor: Oil Mop, a Division of Nalty Environmental Services, L.L.C.

Agreement Number: 9700442-A01

PARTIES

1. It is hereby agreed between:

- | | | |
|------|---|---|
| (i.) | Koch Energy Services Company
Koch Gateway Pipeline Company
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
K/D/S Promix, L.L.C. | Koch Fertilizer Storage and Terminal Company
Koch Gateway Pipeline, L.P.
Koch Hydrocarbon Southeast, Inc.
Koch Oil Company
Koch Refining Company, L.P. |
|------|---|---|

(such company or companies being collectively referred to hereinafter as "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220. and

- (ii.) Oil Mop, a division of Nalty Environmental Services, L.L.C.

(such company being referred to hereinafter as "Contractor"), whose business address is 145 Keating Drive, Belle Chase, Louisiana 70037; that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] E Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] INLAND, RIVERS AND CANALS environment(s) in the following geographic location(s) [insert precise description of geographic location in which OSRO classification applies], if Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement:

MSD MIYUNO, MSD PADUCAH, MSD MOBILE, MSD NEW ORLEANS, MSD HOUSTON CITY, MSD GALVESTON, MSD HOUSTON

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification (e.g. suspension or revocation or changes in class levels), operating environment(s), or geographic location(s) as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

- a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,
- b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent,

trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision. Contractor's duties under this paragraph survive the termination, revocation, or expiration of this agreement.

If and to the extent that Section 623.016 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to its work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

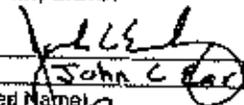
TERM

25. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date above written.

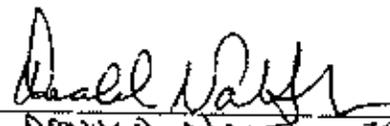
COMPANY

- Koch Energy Services Company
- Koch Fertilizer Storage and Terminal Company
- Koch Gateway Pipeline Company
- Koch Gateway Pipeline, L.P.
- Koch Hydrocarbon Company
- Koch Hydrocarbon Southeast, Inc.
- Koch Nitrogen Company
- Koch Oil Company
- Koch Pipeline Company, L.P.
- Koch Refining Company, L.P.
- K/D/S Promix, L.L.C.

By 
 (Printed Name) John C Farley
 Title Vice President
 Date 1/29/99

CONTRACTOR

Oil Mop, a Division of Nalty Environmental Services, L.L.C.

By 
 (Printed Name) Donald Nalty, Jr.
 Title President
 Date 12-9-98

COMPANY'S WITNESS

By _____
 Date _____

CONTRACTOR'S WITNESS

By 
 Date 12-10-98

LMWLSAPACKA

145 KEATING DRIVE
 BOULE CHASSE, LA 70037
 (504) 394-6110
 FAX (504) 392-8977



P.O. BOX 56961
 NEW ORLEANS, LA 70156-6961

OIL MOP
 A Division of Nalty Environmental Services L.L.C.

OIL MOP

RATE SCHEDULE

June 1, 1998

PERSONNEL

Oil Spill

Project Manager	\$ 60.00/hr.
Disposal & Transportation Coordinator	\$ 55.00/hr.
Supervisor	\$ 50.00/hr.
Health & Safety Officer	\$ 50.00/hr.
Foreman	\$ 40.00/hr.
Operator/Spill Technician/Mechanic	\$ 35.00/hr.
Administrative Support	\$ 30.00/hr.
Laborer	\$ 28.00/hr.

Haz-Mat

Health & Safety Officer	\$ 85.00/hr.
Project Manager	\$ 80.00/hr.
Supervisor	\$ 70.00/hr.
Disposal & Transportation Coordinator	\$ 55.00/hr.
Foreman	\$ 55.00/hr.
Haz-Mat Technician/Mechanic	\$ 40.00/hr.
Administrative Support	\$ 30.00/hr.

Oil Mop Rate Schedule – 6-1-98

PERSONNEL

1. Unless otherwise negotiated in advance, personnel will be invoiced according to this schedule, portal to portal.
2. Personnel time is also invoiced for direct project support activities. Indirect support staff time such as office administration is not charged.
3. All time is rounded to the nearest half hour.
4. There will be a 4 hour minimum labor call out charge.

Insurance

The rate in this Rate Schedule includes insurance coverage for Worker's Compensation, General Liability, Pollution and Automobile Liability. A certificate of insurance will be forwarded upon request. These rates do not include work performed under the U.S. Longshoremen's and Harbor Workers Act (33 USC ss 901-950). For work performed under this statute, an additional 60% surcharge will be assessed on labor only.

PERSONNEL CHARGES

1. Overtime is charged at 1.5 times the applicable rate for all hours worked by hourly personnel:
 - Exceeding eight (8) hours per day; or
 - Outside 0800 hours and 1700 hours; or
 - On Saturdays, Sundays and Holidays with the exception of New Year's Day, Good Friday, Easter Sunday, Independence Day, Labor Day, Thanksgiving and Christmas Day, to which premium time is charged at 2 times the applicable rate for all hours worked by hourly personnel.

TRAVEL AND LIVING EXPENSES

1. Living expenses are charges as follows:
 - Per Diem - per diem rates will be charged when necessary at \$95 per day, per man. Per Diem charges may increase when working in high cost areas as defined by U. S. Government Travel Regulations.
2. Extraordinary travel expenses are charged at cost plus 15%.
3. Personnel time charges for air travel within the Continental United States are invoiced at the applicable Straight Time Rate.
4. Travel expenses for long-term on-site project personnel, who are permitted to return home every three (3) weeks, shall be invoiced at cost plus 15%.

Oil Mop Rate Schedule – 6-1-98**REIMBURSABLE EXPENSES**

1. All project-related purchases will be invoiced at cost plus 15% including materials, subcontractor fees, duties, deposits, broker's fee, equipment (rented or purchased) and other costs incurred specifically for the project.
2. Equipment repairs or replacement resulting from client direction which overrides OMI operation policies will be charged back at cost plus 15%.
3. Time required to clean, repair and return equipment after an incident will be charged at the applicable rate.
4. Pump diesel/gas and boat gas will be charged at \$1.35 per gallon.
5. Degreaser used for decontamination of equipment will be billed at cost plus 15%.

INVOICING AND TERMS OF PAYMENT

1. Payment terms for invoices are NET 30.

RESPONSE EQUIPMENT**Boom**

6" Marsh Boom	\$.75 per foot
10" Swamp Boom	\$ 1.00 per foot
12" Marsh Boom	\$ 1.00 per foot
18" Containment	\$ 1.35 per foot
24" Containment	\$ 3.00 per foot
36" Containment	\$ 4.25 per foot
48" Ocean Boom	\$ 6.00 per foot
Boom Anchor System	\$ 25.00 per day
Boom Lights	\$ 25.00 per day

Recovery Equipment

I-4 Rope Mop Skimmer System (Diesel) w/50' Rope Mop & Tail Pulley	\$ 350.00 per day
II-4 Rope Mop Skimmer System (Diesel) w/100' Rope Mop & Tail Pulley	\$ 400.00 per day
II-6 Rope Mop Skimmer System (Diesel) w/100' Rope Mop & Tail Pulley	\$ 450.00 per day
II-9 Rope Mop Skimmer System (Diesel) w/200' Rope Mop & Tail Pulley	\$ 550.00 per day
12' Tail Pulley	\$ 10.00 per day
16' Tail Pulley	\$ 20.00 per day
Air Mover (Guzzler) 77 BBL	\$ 90.00 per hour
Boom and Boat Box/Trailer	\$ 150.00 per day
Drum Skimmer	\$ 400.00 per day
Duckbill Skimmer	\$ 25.00 per day

Oil Mop Rate Schedule – 6-1-98

Hydraulic Drive Unit	\$ 75.00 per hour
JBF 400 Module DIP Skimmer (Portable)	\$ 700.00 per day
JBF 420 Shallow Water Barge & Oil Recovery System	\$2500.00 per day
Marco Harbor 28 Fast Response Recovery Vessel	\$4500.00 per day
Marco Skimmer Belt-Heavy Oil Pads (Set of 4)	\$ 700.00 each
Marco Skimmer Belt-Light Oil Pads (Set of 4)	\$ 800.00 each
Marco Skimmer Drive Belt	\$1200.00 each
O. R. D. Disc Skimmer	\$ 350.00 per day
Skid Mounted Portable Vacuum Unit	\$ 30.00 per hour
Skim Pak	\$ 125.00 per day
Vacuum Boat, 28'	\$ 750.00 per day
Vacuum Truck	\$ 65.00 per hour
Wringer, Air Driven	\$ 75.00 per day

Additional Rope Mop

<u>Rope Mop Size</u>	<u>Daily Rental</u>	<u>Replacement Value</u>
4" Rope Mop	\$ 1.00 per foot	\$ 23.75 per foot
6" Rope Mop	\$ 1.25 per foot	\$ 26.00 per foot
9" Rope Mop	\$ 1.50 per foot	\$ 40.00 per foot

Vessels & Marine Equipment

16' Flat Boat w/o Motor	\$ 95.00 per day
16' Flat Boat w/ Motor	\$ 190.00 per day
20' Fast Response Boat	\$ 350.00 per day
20' Response Vessel w/o Use Of Storage	\$ 525.00 per day
20' Response Vessel w/Use Of Storage (30 BBL)	\$ 800.00 per day
26' – 28' Work Boat	\$ 590.00 per day
30 BBL Storage Barge	\$ 375.00 per day
5.5 Meter ALSAFE RIB Response Vessel	\$ 390.00 per day
Air Boat	\$ 500.00 per day

Vehicles

Automobile	\$ 75.00 per day
Bobtail - 2 1/2 Ton	\$ 175.00 per day
Box Van Delivery Truck 20'	\$ 175.00 per day
Communications Center w/Tower & Repeater	\$ 650.00 per day
Crane Truck 25 Ton	\$ 75.00 per hour
E. R. U. (Haz-Mat Emergency Response Unit)	\$ 375.00 per day
Flatbed Trailer 40'	\$ 100.00 per day
Gooseneck Response Trailer (IRE)	\$ 275.00 per day
I. R. E. (Immediate Response Element)	\$ 250.00 per day
Mobile Command Center	\$ 350.00 per day

Oil Mop Rate Schedule – 6-1-98

Pick-Up Truck One Ton (Crew Cab/Suburban)	\$ 110.00 per day
Pick-up Truck	\$ 110.00 per day
Pick-up Truck 4 x 4	\$ 125.00 per day
Stakebed - 1 Ton	\$ 125.00 per day
Stellar Unit	\$ 450.00 per day
Utility Trailer 16"	\$ 50.00 per day

Mileage Fees: Mileage fees of \$.35 per mile will be charged when applicable. This does not include vacuum trucks. Diesel tractors will be charged at prevailing tariff rates.

Temporary Storage

Canaflex Bags, Sea Slugs – 2500 Gal.	\$ 300.00 per day
Canaflex Bags, Sea Slugs – 1250 Gal.	\$ 250.00 per day
20 Gallon Pollution Can	\$ 11.00 each
24 BBL Debris/Cutting Box	\$ 75.00 per day
41 BBL Storage Tank (on skids)	\$ 50.00 per day
55 Gallon Drum - 17 H or 17 E	\$ 55.00 each
85 Gallon Overpack Drum (Poly)	\$ 195.00 each
85 Gallon Overpack Drum (Steel)	\$ 150.00 each
500 BBL Frac Tank	\$ 50.00 per day
1000 Gallon Towable Bladder (Dracone)	\$ 200.00 per day
5000 Gallon Temporary Storage Bladder	\$ 250.00 per day

P. P. E. (Personal Protective Equipment)

Level A Suit	\$ 575.00 each
Level B Suit	\$ 180.00 each
(includes use of NFPA Spec Bunker Gear)	
Level C Protection (each)	\$ 90.00 per day
Level D Protection (each)	\$ 35.00 per day
Aluminized Outer Garment	\$ 500.00 each
Boot Covers	\$ 8.00 pair
Boots (Chemical Resistant)	\$ 35.00 per day
Chest Waders	\$ 40.00 per day
Gloves (Nitrile)	\$ 9.00 pair
Gloves (PVC)	\$ 9.00 pair
Hip Waders	\$ 25.00 per day
Knee Boots	\$ 18.00 per day
Parachute Harness	\$ 20.00 per day
Portable Breathing Air Compressor w/Cascade	\$ 300.00 per day
Rain Suits	\$ 18.00 each
Refill Bottles	\$ 15.00 each

Oil Mop Rate Schedule – 6-1-98

Respirator Cartridge	\$ 35.00 pair
Respirator Full Face (w/o cartridge)	\$ 35.00 per day
S. C. B. A. (30 minutes)	\$ 150.00 per day
S. C. B. A. (60 minutes)	\$ 175.00 per day
Shock Lanyard	\$ 35.00 per day
Tyvek Suit	\$ 10.00 each

Decontamination Equipment

Decon Pool (25' x 50')	\$ 150.00 per day
Decon Pool (20' x 100')	\$ 250.00 per day
Decon Pool (10' x 10')	\$ 100.00 per day
Boom Cleaning	\$ 1.50 per foot
Decon Basin (6' Pool)	\$ 20.00 per job
Fastank	\$ 100.00 per day
High Pressure Cleaner	\$ 250.00 per day
Kwik Tank	\$ 100.00 per day

Field Instrumentation

Air Sampling Pump-Personal	\$ 55.00 per day
Bailer, Disposable	\$ 20.00 each
Chemical Specific Detector Tube	\$ 15.00 each
Direct Read Meter (Four Gas)	\$ 150.00 per day
Draeger Gas Detector (not including tube)	\$ 30.00 per day
Hydrogen Sulfide (H ₂ S) Meter	\$ 50.00 per day
LEL-02	\$ 110.00 per day
Noise Dosimeter	\$ 50.00 per day
Organic Vapor Analyzer (FID)	\$ 225.00 per day
Organic Vapor Monitor (PID)	\$ 195.00 per day
pH Meter	\$ 40.00 per day
pH Paper (Roll)	\$ 35.00 per roll
Tripod (Heavy Duty with Hand Winch)	\$ 110.00 per day
Tripod and Surveying Rod	\$ 30.00 per day

Oil Mop Rate Schedule – 6-1-98

Sorbents and Related Material

5" Sorbent Boom (40' per bale)	\$ 95.00 per bale
8" Sorbent Boom (40' per bale)	\$ 175.00 per bale
Bio-Degradable Sorbing Fiberperl	\$ 18.00 per bag
Industrial Carpet (300' roll)	\$ 225.00 per roll
Pom-Poms (15# box 30 count)	\$ 50.00 per box
Sorbent Pads (100 per bale)	\$ 70.00 per bale
Sorbent Rolls (144' x 38")	\$ 120.00 per roll
Sorbent Sweep (100' per bale)	\$ 85.00 per bale
Visco-Sweep (65# bale)	\$ 350.00 per bale

Additional Sorbent requirements per current OMI product list, as required.

Miscellaneous Equipment

Air Compressor (175 CFM)	\$ 95.00 per day
Air Hose (25' Section)	\$ 25.00 per day
All Terrain Bobcat	\$ 300.00 per day
ATV – 4 x 4 or 4 x 6	\$ 300.00 per day
Box of Rags	\$ 35.00 per box
Chain Saw	\$ 75.00 per day
Chains & Binders	\$ 20.00 per day
Chemical Transfer Hose 2"	\$ 1.50 per foot
Chemical Transfer Pump 2"	\$ 150.00 per day
Computer	\$ 75.00 per day
Deck Plate	\$ 50.00 per day
Discharge/Suction Hose (each section)	\$ 25.00 per day
Drum Crusher	\$ 125.00 per day
Drum Dolly	\$ 20.00 per day
Drum Lift w/Chain	\$ 25.00 per day
Duct Tape	\$ 7.50 per roll
Explosion Proof Light Stand	\$ 50.00 per day
Filter Cartridges (Pump)	\$ 20.00 per day
Fire Hose (50' section)	\$ 50.00 per day
Forklift (plus delivery and pickup)	\$ 125.00 per day
Forklift Drum Caddie	\$ 25.00 per day
Generator	\$ 100.00 per day
Generator 12 kW	\$ 150.00 per day
Gooseneck Trailer 50'	\$ 75.00 per day
Hand Tools	\$ 10.00 per day usage
Leaf Blower	\$ 45.00 per day
Light Tower	\$ 100.00 per day

Oil Mop Rate Schedule – 6-1-98

Mobile Phone (no air time charge)	\$ 50.00 per day
Mobile Vacuum System 25 BBL	\$ 45.00 per hour
Mop Wringer (Manual)	\$ 70.00 per day
Parastolic Pump 2"	\$ 200.00 per day
Plate Lifter	\$ 20.00 per day
Pollution Bags (Bcx-50)	\$ 50.00 per box
Pollution Bags (Each)	\$ 1.00 each
Polyethylene Roll (Visquene)	\$ 75.00 per roll
Polypropylene Rope 1/2"	\$ 75.00 per roll
Polypropylene Rope 1/4"	\$ 50.00 per roll
Polypropylene Rope 3/4"	\$ 175.00 per roll
Portable Radio	\$ 25.00 per day
Pump, Diaphragm 2"	\$ 75.00 per day
Pump, Diaphragm 3"	\$ 90.00 per day
Pump, Hydraulic Submersible, 4"	\$ 300.00 per day
Pump, Hydraulic Submersible, 6"	\$ 400.00 per day
Pump, Trash/Wash 2"	\$ 90.00 per day
Pump, Wash 3"	\$ 90.00 per day
Pump, Wash 3" (Diesel)	\$ 120.00 per day
Scare Gun	\$ 40.00 per day
Shrink Wrap Roll	\$ 48.00 each
Shrink Wrap Tool	\$ 10.00 per day
Sludge Master 4" Poppet Pump	\$ 50.00 per our
Tape (Barrier)	\$ 35.00 per roll
Tent 20' x 30' Personnel Staging	\$ 150.00 per day
Trailer, Lowboy 40'	\$ 100.00 per day
Weed Eater	\$ 45.00 per day
Welding Machine	\$ 100.00 per day
Wheelbarrow	\$ 20.00 per day

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement
Agreement Number: 9700442-A01

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 96 with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily Injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:
- (i.) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement (CG 20 10 10 93) providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and;
 - (ii.) be primary to and not in excess of or contributory with any other insurance available to Company.
- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.
- ## 4.0 Waiver of Subrogation
- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

Date: 2/28/2008 Time: 11:00 PM To: @ 15043928977



CONTRACTUAL RISK MANAGEMENT

Second Request 02/20/08
Third Request 02/28/08

DIANE E. COOL
Contract Analyst

February 14, 2008

VIA FACSIMILE 504392-8977

Mr. Joseph Christiana
Oil Mop L.L.C.
P.O. Box 56951
New Orleans, LA 70156

Re: Amendment to Intermittent Services Agreement 9700442-A
Plint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon
Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP
Minnesota Pipe Line Company, LLC

Dear Mr. Christiana:

Oil Mop, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to amend the ISA as detailed below.

Due to an internal merger, Koch Energy, Inc. is now Koch Energy, LLC. We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to mean the following companies:

Plint Hills Resources, LP, Koch Energy, LLC, Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc.,
Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP,
Minnesota Pipe Line Company, LLC

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. will be done pursuant to the Agreement dated November 30, 1998, as previously amended, and this amendment dated February 14, 2008.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Diane Cool, Contract Analyst, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax to 316-828-9352.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

Diane Cool
Contract Analyst

Federal ID # 72-1347853
By:
Printed Name: Joseph J. Christiana
Title: Vice President
Date: 03-03-2008



January 31, 2006

VIA FACSIMILE: 504-392-8977

Oil Mop, L.L.C.
PO Box 56981
New Orleans, LA 70156

Re: Partial Termination and Amendment of Agreement 9700442-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

To Whom It May Concern:

As you know, your company currently has in effect an Agreement, dated **November 30, 1998** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL P and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL P and KUSC. The sale of KHL P and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL P and KUSC. Accordingly, we hereby advise you that, effective 30 days after the Effective Date, KHL P and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective 30 days after the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Because KHL P and KUSC will no longer be parties to the Agreement, you may delete KHL P and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL P and KUSC will no longer be parties to the Agreement beginning 30 days after the Effective Date, KHL P and KUSC, under their new ownership, may want you to continue providing services to KHL P and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL P and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL P and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL P and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

SENT BY: OMI;

MAR-19-03 WED 04:02

504 394 9677;

MAR-20 11:11AM;

FAX NO. 316 8287664

PAGE 2/3

P. 02/06



LEGAL DEPARTMENT

March 19, 2003

LYNDA L. WENINGER
LEGAL ASSISTANTVIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Flint Hills Resources, LP
 Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, LP
 Koch Pipeline Company, L.P.
 Minnesota Pipe Line Company
 Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Supply & Trading, LP

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999; February 9, 2001; February 22, 2001; December 11, 2001; February 11, 2002 and February 8, 2003, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding Koch Exploration Company, LLC, to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following companies:

Flint Hills Resources, LP	Koch Energy, Inc.
Koch Exploration Company, LLC	Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.	Koch Hydrocarbon, LP
Koch Nitrogen Company	Koch Pipeline Company, L.P.
Koch Supply & Trading, LP	Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated _____, and this amendment dated March 19, 2003.

SENT BY: OMI;

MAR-19-03 WED 04:22 PM

KOCH LEGAL

504 394 9677;

MAR-20 11:12AM;
FAX NO. 316 8287664

PAGE 3/3
P. 03/06

Oil Mop, L.L.C.
March 19, 2003
Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the addition of endorsements (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
ISA Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By: 
Printed Name: Mr. Bruce Bell
Title: Contact Administrator
Date: 3-20-03



LEGAL DEPARTMENT

MICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

February 8, 2003

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP, Koch Energy, Inc., Koch Fertilizer Storage and Terminal Company,
Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP, Koch Nitrogen Company,
Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, L.L.C. ("Contractor") currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended, with the above referenced Koch company(s). The purpose of this amendment is to amend the ISA to add a new paragraph, as further defined below:

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 26:

26. **CONFIDENTIALITY.** All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, as previously amended, and this amendment dated February 8, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, ISA Legal Assistant, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

Michelle P. Butterfield
ISA Legal Assistant

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By:
Printed Name: Bruce W. Bell
Title: Contract Administrator
Date: 2/14/03

SENT BY: OIL MOP LLC;

FEB-11-02 MON 12:43 PM KC LEGAL

504 561 9274;

FEB-13 9:38AM;

FAX NO. 316 864

PAGE 3/4
P. 02

LEGAL DEPARTMENT

LYNDA L. WEHNER
LEGAL ASSISTANT

February 11, 2002

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Supply & Trading, LP

Koch Energy, Inc.

Koch Hydrocarbon, LP
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended November 13, 2000; February 9, 2001; February 22, 2001 and December 11, 2001, with the above referenced Koch companies. It has been brought to our attention that your company's name is Oil Mop, L.L.C., rather than Oil Mop, a division of Nalty Environmental Services, L.L.C., as presently evidenced on the ISA. Koch proposes amending the term "Contractor" as that term is used in the ISA dated November 30, 1998, to include Oil Mop, L.L.C..

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendments dated November 13, 2000; February 9, 2001; February 22, 2001; December 11, 2001, and this amendment dated February 11, 2002.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

SENT BY: OIL MOP LLC;
FEB-11-02 MON 12:44 PM KC LEGAL

504 561 9274;

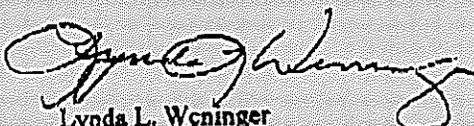
FEB-13 9:38AM;
FAX NO. 316 864

PAGE 4/4
P. 03

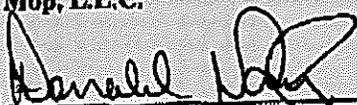
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator/Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, L.L.C.



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant



By: Donald D. Newby
Printed Name: Donald D. Newby
Title: President
Date: 2/13/02

DEC-13-01 THU 02:33 PM KOCH INDUSTRIES

FAX NO. 316/287664

P. 02/05



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 11, 2001

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P. Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, a division of Nalty Environmental Services, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

- (a.) Effective January 1, 2002, the term "Company" **shall not include** Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date; and
- (b.) With respect to work/services performed on or after January 1, 2002, the term "Company" **shall include** (in addition to the other entities referenced above) Koch Hydrocarbon, J.P., and Koch Supply & Trading, L.P.

Also, please note that effective January 1, 2002, Koch Petroleum Group, L.P. will be changing its name to Flint Hills Resources, L.P.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

Oil Mop, a division of Nalty Environmental Services, L.L.C.
December 5, 2001
Page 2

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,



Geoff D. Baker
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 

Printed Name: ALFRED BAKER

Title: SALES manager

Date: 12-12-01

SENT BY: OIL MOP LLC;
FEB-22-01 THU 01:10 PM

504 561 9274;
Koch Industries

MAR-20-01 10:18AM;
FAX NO. 316 87664

PAGE 2/2
P. 01/01



LEGAL DEPARTMENT

February 22, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-392-8977
Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700442-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Nalty:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Minnesota Pipe Line Company

All future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

AGREED & ACCEPTED:
Oil Mop, a division of Nalty Environmental Services, L.L.C.

Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Printed Name: Donald Nalty
Title: President

SENT BY: OIL MOP LLC;

504 561 9274;

FEB-12-01 10:18AM;

PAGE 1/2

FEB-09-01 FRI 04:22 PM KOCH INDUSTRIES

FAX NO. 287664

P. 02



February 9, 2001

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of
Nalty Environmental Services, L.L.C.
145 Keating Drive
Belle Chasse, Louisiana 70037

Re: Amendment to Intermittent Services Agreement 9700442-A

K/D/S Promix, L.L.C.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Energy, Inc.
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Koch Fertilizer Storage and Terminal Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Minnesota Pipe Line Company to the ISA.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated August 2, 1999, and this amendment dated February 9, 2001.

SENT BY: OIL MOP LLC;
FEB-09-01 FRI 04:23 PM KOCH INDUSTRIES

504 561 9274;

FEB-12-01 10:18AM;

PAGE 2/2

FAX NO. 3287664

P. 03

Oil Mop, a division of
Natty Environmental Services, L.L.C.
February 9, 2001
Page 2

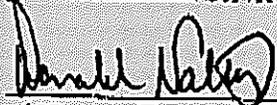
A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, a division of
Natty Environmental Services, L.L.C.


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: 
Printed Name: DONALD NATTY, JR.
Title: president
Date: 2-12-01

Enclosures

INTERMITTENT SERVICES AGREEMENT 9700442G-A

This Intermittent Services Agreement ("Agreement") is entered into this 13th day of November, 2000, but effective as of the date specified below, by and between:

(i.) **Oil Mop, a division of Nalty Environmental Services, L.L.C.** ("Contractor"); and

(ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700442-A dated November 30, 1998, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement");

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

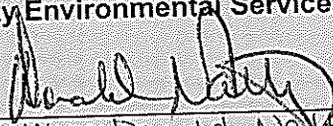
"COMPANY"

**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

**Oil Mop, A Division of
Nalty Environmental Services, L.L.C.**

By: 
Printed Name: Donald Nalty, Jr.
Title: CEO
Date: 11/13/00



August 2, 1999

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 1-504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 K/D/S Promix, L.L.C. Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Energy Services Company (n/k/a Koch Energy, Inc.)
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding **Koch Operating Services Company** to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as **Koch Petroleum Group, L.P.**

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
 Koch Energy, Inc.
 Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, and this amendment effective August 2, 1999.

Oil Mop, a division of Nalty Environmental Services, L.L.C.

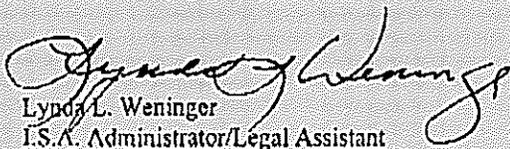
August 2, 1999

Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: Donald Nalty
Printed Name: DONALD NATLY, JR
Title: president
Date: 8-4-99

INTERMITTENT SERVICES AGREEMENT

Date: November 30, 1998 Contractor: Oil Mop, a Division of Nalty Environmental Services, L.L.C.
 Agreement Number: 9700442-A01

PARTIES

1. It is hereby agreed between:

- | | | |
|------|---|---|
| (i.) | Koch Energy Services Company
Koch Gateway Pipeline Company
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
K/D/S Promix, L.L.C. | Koch Fertilizer Storage and Terminal Company
Koch Gateway Pipeline, L.P.
Koch Hydrocarbon Southeast, Inc.
Koch Oil Company
Koch Refining Company, L.P. |
|------|---|---|

(such company or companies being collectively referred to hereinafter as "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and

- (ii.) Oil Mop, a division of Nalty Environmental Services, L.L.C.

(such company being referred to hereinafter as "Contractor"), whose business address is 145 Keating Drive, Belle Chase, Louisiana 70037; that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] E Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] INLAND, RIVERS AND CANALS environment(s) in the following geographic location(s) [insert precise description of geographic location in which OSRO classification applies], if Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement:
MSO NY/NJ, MSO PADUCAH, MSO MOBILE, MSO NEW ORLEANS, MSO MORGAN CITY, MSO GALVESTON,
MSO HOUSTON

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

- a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,
- b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent,

trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision. Contractor's duties under this paragraph survive the termination, revocation, or expiration of this agreement.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

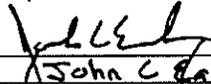
TERM

25. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date above written.

COMPANY

Koch Energy Services Company
Koch Fertilizer Storage and Terminal Company
Koch Gateway Pipeline Company
Koch Gateway Pipeline, L.P.
Koch Hydrocarbon Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Oil Company
Koch Pipeline Company, L.P.
Koch Refining Company, L.P.
K/D/S Promix, L.L.C.

By 
John C. Barley
(Printed Name)
Title Vice President
Date 1/29/99

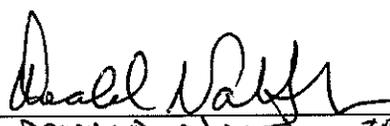
COMPANY'S WITNESS

By _____
Date _____

LMR\5APACK\

CONTRACTOR

Oil Mop, a Division of Nalty Environmental Services, L.L.C.

By 
DONALD NALTY, JR.
(Printed Name)
Title President
Date 12-9-98

CONTRACTOR'S WITNESS

By 
Date 12-10-98

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement
Agreement Number: 9700442-A01

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 96 with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:
- (i.) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement (CG 20 10 10 93) providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and;
 - (ii.) be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

INTERMITTENT SERVICES AGREEMENT

Date: June 13, 2005
 Agreement Number: 0500279-A

Contractor: TAS Environmental Services, L.P.

PARTIES

It is hereby agreed between:

(i) Flint Hills Resources, L.P., Koch Pipeline Company, L.P. (such company or companies being collectively referred to hereinafter as "Company"), whose business address is P.O. Box 2256, Wichita, Kansas 67201, and

(ii) TAS Environmental Services, L.P. (such company being referred to hereinafter as "Contractor"), whose business address is 3929 California Parkway, Ft. Worth, TX 76119,

that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

1. Contractor represents and warrants that it is classified by the United States Coast Guard as a Class: A,B,C,D, and/or E Applied For: _____ Oil Spill Response Organization (OSRO) for l.e. Great Lakes, inland, rivers and canals, or oceans Applied For: _____ environment(s) in the following geographic location(s): Fort Worth, TX, San Antonio, TX, Dallas, TX, Austin, TX. Attached hereto as Schedule 1 is a copy of Contractor's current OSRO Classification Letter. If Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement.

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall comply with all Federal, State and local laws, rules and regulations, including but not limited to all rules and regulations promulgated and in force pursuant to the Occupational, Safety and Health Act and all HazCom, HazMat, and HazWoper requirements set forth therein. Contractor shall be solely responsible for ensuring its employees have received all certifications and training required by the Occupational, Safety and Health Act, and any and all other applicable Federal, State or local laws, rules or regulations.

Contractor shall be compensated in accordance with the attached rates marked as "Exhibit A". In the event of a conflict between the provisions contained within the main body of this agreement and a provision contained within Exhibit A, the provisions in the main body of this agreement shall control. The rates shall include, without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company. If "Company", as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the payment obligations hereunder as relating to work performed for such entity.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.
5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.
6. Contractor shall perform the work:
- In a workmanlike manner using qualified, efficient and careful workers;
 - In accord with all plans, drawings and specifications;
 - In compliance with all applicable federal, state, local and Company's safety rules and regulations;
 - In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
 - So as not to interfere with the operations of others on the premises; and,
 - Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and, all personal property of Contractor's employees, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL DEFEND, PROTECT, INDEMNIFY AND SAVE COMPANY, ITS PARENT COMPANY, PARTNERS, SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS PARAGRAPH 12 AS "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY "CLAIMS/LIABILITIES") ARISING OUT OF OR IN ANY WAY INCIDENT TO ANY OF THE WORK PERFORMED BY CONTRACTOR, ITS SUBCONTRACTORS OR THE

EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, DAMAGE TO THE ENVIRONMENT, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPERTY RIGHT, REGARDLESS OF WHETHER SUCH HARM IS TO CONTRACTOR, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER OR ANY OTHER PERSON OR ENTITY. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND SAVE INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEMNITEES OR THEIR AGENTS, EXCEPT CONTRACTOR SHALL NOT BE LIABLE UNDER THIS PARAGRAPH 12 FOR LOSS OR DAMAGE RESULTING FROM THE SOLE (100%) NEGLIGENCE OF INDEMNITEES. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS AGAINST THE PAYMENT OF ANY AND ALL TAXES, PENALTIES, FINES, INTEREST, LIENS OR INDEBTEDNESS OR CLAIMS AGAINST INDEMNITEES' PROPERTY OR FOR WORK PERFORMED, OR MEASURED BY THE WORK PERFORMED, GROWING OUT OF OR INCIDENT TO CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, TAXES, PENALTIES, FINES, INTEREST, LIENS OR ENCUMBRANCES THAT RESULT FROM THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY, WHICH MAY INCLUDE INDEMNITEES, THEIR AGENTS, EMPLOYEES OR OFFICERS. CONTRACTOR SHALL MAINTAIN AT ITS OWN COST AND EXPENSE INSURANCE COVERING THIS INDEMNITY PROVISION. CONTRACTOR'S DUTIES UNDER THIS PARAGRAPH SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an

act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, at seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance. Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

CONFIDENTIALITY

25. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

TERM

26. This agreement shall be effective as of the date first above written and shall continue for a one-year period following that date. At the end of the initial one-year period, the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

SO AGREED, EXECUTED ON THE DATES INDICATED BELOW, BUT EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN:

COMPANY

Flint Hills Resources, LP
Koch Pipeline Company, L.P.

By Bob O'Hair
(Printed Name)
Title Vice President
Date 6-22-05

CONTRACTOR

TAS Environmental Services, L.P.

Federal ID Number: 20-1454928
By J. Salzar
(Printed Name)
Title President of O&P
Date 6.13.5

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 0500279-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 01 96, with standard exclusions "a" through "n"; ISO forms CG 00 01 07 98 or CG 00 01 10 01, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

1.9 **Pollution Liability Insurance - If required by Company**, Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss and \$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Sections 1.2, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:
- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them);
 - ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
 - iii) Acknowledge that in no event shall Company's insurance, including but not limited to any SIR or deductible, be considered "other insurance" under the terms of Contractor's policies .

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.**



CONTRACTUAL RISK MANAGEMENT

LYNDA L. WENINGER
Legal Assistant

March 24, 2004

VIA FACSIMILE: 504-279-7756

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
P. O. Box 949
Moraux, Louisiana 70075

Re: Amendment to Agreement 9700381-A
 Flint Hills Resources, LP Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc. Koch Hydrocarbon, LP
 Koch Nitrogen Company Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect Agreement 9700381-A ("AGR") dated November 1, 1996, as previously amended, with the above referenced companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Koch Materials Company.

We propose amending the term "Company," as that term is used in the AGR dated November 1, 1996, to include all of the following companies:

Flint Hills Resources, LP Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc. Koch Hydrocarbon, LP
 Koch Materials Company Koch Nitrogen Company
 Koch Pipeline Company, L.P.

Please note that effective January 1, 2004, Koch Fertilizer Storage and Terminal Company merged into Koch Nitrogen Company. Thus, Koch Fertilizer Storage and Terminal Company can be deleted from the AGR and on any future certificate of insurance as it relates to the AGR.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C.; and U.S. Mooring Services, Inc. for any of the above referenced companies will be done pursuant to the AGR dated November 1, 1996, as previously amended, and this amendment dated March 24, 2004.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc
March 24, 2004
Page 2

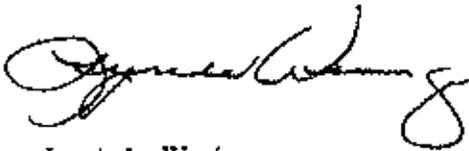
subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201.

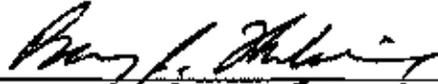
Sincerely,

AGREED AND ACCEPTED:

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.



Lynda L. Weninger
Legal Assistant

By: 
Printed Name: Barry J. Trebor
Title: President
Date: 3/25/04

Enclosures

**KOCH**
INDUSTRIES INC

December 10, 2003

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL COUNSELVIA FACSIMILE: 504-279-7756Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
P. O. Box 949
Meraux, Louisiana 70075Re: Amendment to Intermittent Services Agreement 9700381-A
Flint Hills Resources, LP
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended May 11, 1998; April 12, 1999; November 30, 2000; February 23, 2001; June 12, 2001 and June 17, 2002, with the above referenced companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose (i) adding **Koch Hydrocarbon, LP** (ii) add new Paragraph 27 to the ISA which adds confidentiality language and (iii) amend Exhibit B-Insurance Requirements, as further discussed below.

(i) Koch proposes amending the term "Company," as that term is used in the ISA, to include all of the following companies:

Flint Hills Resources, LP	Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company	Koch Hydrocarbon Southeast, Inc.
Koch Hydrocarbon, LP	Koch Nitrogen Company
Koch Pipeline Company, L.P.	

(ii) Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 27:

27. CONFIDENTIALITY. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The

U. S. Environmental Services, L.L.C.
 U.S. Mooring Services, Inc.
 December 10, 2003
 Page 2

obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

(iii) Koch proposes to amend the ISA to add the following language to Exhibit B-Insurance Requirements as a new Paragraph 1.9:

1.9 Pollution Liability Insurance - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: \$5,000,000 per loss and \$5,000,000 annual aggregate.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated November 1, 1996, the amendments dated May 11, 1998; April 12, 1999; November 30, 2000; February 23, 2001; June 12, 2001; June 17, 2002, and this amendment dated December 10, 2003.

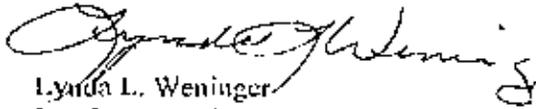
A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
December 10, 2003
Page 3

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.



Lynda L. Weninger
ISA Legal Assistant

Enclosures

By: 
Printed Name: William J. [unclear]
Title: Res. Dir.
Date: 12-20-03





KOCH INDUSTRIES, INC.

LEGAL DEPARTMENT

LYNDA L. WENINGER
Legal Assistant

June 17, 2002

VIA FACSIMILE: 504-279-7756

Mr. Audie Richard

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc.

P. O. Box 949

Meraux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
 Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon Southeast, Inc. Koch Nitrogen Company
 Koch Pipeline Company, L.P. Koch Hydrocarbon Company
 Flint Hills Resources, LP (formerly k/a Koch Petroleum Group, L.P)

Dear Mr. Richard:

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc. currently has in effect an Intermittent Services Agreement dated November 1, 1996 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

With respect to work or services performed on or after January 1, 2002, the term "Company" shall no longer include Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date.

Please instruct your insurance agent to delete Koch Hydrocarbon Company from any future certificate of insurance your company provides pursuant to the ISA.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment:

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc.
June 17, 2002
Page 2

Except as expressly provided herein to the contrary, the terms, covenants and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. 14F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.

By: 
Printed Name: Barry J. Theobald
Title: PRESIDENT
Date: 6-21-02



LEGAL DEPARTMENT

June 12, 2001

LYNDA L. WENZINGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-279-7756

Mr. Barry J. Thibodeaux
U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.
P. O. Box 930
Meroux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended November 30, 2000, and February 23, 2001, with the above referenced Koch companies. The purpose of this letter is to propose adding United States Mooring Services, Inc. to the ISA.

Koch proposes amending the term "Contractor," as that term is used in the ISA dated November 1, 1996, to include all the following:

U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C. and United States Mooring Services, Inc. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996, the amendments dated November 30, 2000; February 23, 2001, and this amendment dated June 12, 2001.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.
June 12, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: Stephen J. Salles
Printed Name: STEPHEN J. SALLES
Title: VICE PRESIDENT
Date: 6-12-01

Enclosures



LEGAL DEPARTMENT

February 21, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-279-7756

Mr. Audie Richard, President
U. S. Environmental Services, L.L.C.
P. O. Box 949
Meroux, LA 70075

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700381-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Richard:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 1, 1996 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.

All future work/services performed by U. S. Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

Lynda L. Weninger
U.S.A. Administrator/Legal Assistant

AGREED & ACCEPTED:
U. S. Environmental Services, L.L.C.

Printed Name: Barry J. Thibodeaux
Title: PRESIDENT

INTERMITTENT SERVICES AGREEMENT 9700381G-A

This Intermittent Services Agreement ("Agreement") is entered into this 30th day of November, 2000, but effective as of the date specified below, by and between:

(i.) U. S. Environmental Services, L.L.C. ("Contractor"); and

(ii.) Koch Gateway Pipeline Company (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as Gulf South Pipeline Company, LP) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700381-A dated November 1, 1996, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement") ;

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

"COMPANY"

Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

U. S. Environmental Services, L.L.C.

By: 
Printed Name: BARRY J. THIBODEAUX
Title: PRESIDENT
Date: 1-3-01



April 12, 1999

LEGAL DEPARTMENT

LYNDA L. WIENMEIER
 LEGAL ASSISTANT
 Mr. Darryl Thibodeaux
 U. S. Environmental Services, L.L.C.
 P. O. Box 948
 Chalmette, Louisiana 70044

Re: Amendment to Intermittent Services Agreement 9700381-A01
 Koch Energy Services Company Koch Fertilizer Storage & Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 K/D/S Promix, L.L.C.
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended May 11, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Koch Operating Services Company to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as Koch Petroleum Group, L.P.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 1, 1996, to include all of the following Koch companies:

Koch Energy Services Company
 Koch Fertilizer Storage & Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.
 K/D/S Promix, L.L.C.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996, the amendment dated May 11, 1998, and this amendment effective April 12, 1999.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

4111 East 37th Street North - Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 318/828-6687 • FAX 318/828-7664

U. S. Environmental Services, L.L.C.
April 12, 1999
Page 2

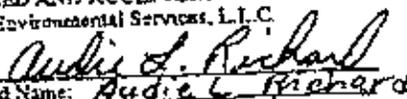
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Sincerely,


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.

By: 
Printed Name: Audie L. Richard
Title: Vice President
Date: 4/29/99



LEGAL DEPARTMENT

May 11, 1998

LYNDA L. WEINGER
LEGAL ASSISTANT

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
P. O. Box 664
Port Allen, Louisiana 70767

Re: Intermittent Services Agreement Amendment
Koch Gateway Pipeline Company; Koch Oil Company; Koch Nitrogen Company;
Koch Refining Company, L.P.; Koch Pipeline Company, L.P.; Koch Hydrocarbon Company;
Koch Fertilizer Storage & Terminal Company; Koch Hydrocarbon Southeast, Inc.;
K/D/S Promix, L.L.C.; Koch Energy Services Company

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996 with Koch Gateway Pipeline Company; Koch Oil Company; Koch Nitrogen Company; Koch Refining Company (n/k/a Koch Refining Company, L.P.); Koch Pipeline Company, L.P.; Koch Fertilizer Storage & Terminal Company; Koch Hydrocarbon Company; Koch Hydrocarbon Southeast, Inc.; Promix, L.L.C. (n/k/a K/D/S Promix, L.L.C.); and Koch GP Services, Inc. (n/k/a Koch Energy Services Company). From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose the addition of Koch Gateway Pipeline, L.P., to the ISA.

Koch proposes amending the term "Company," as that term relates to the ISA dated November 1, 1996, to include all of the following Koch companies:

Koch Gateway Pipeline Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Koch Hydrocarbon Company
K/D/S Promix, L.L.C.
Koch Gateway Pipeline, L.P.

Koch Oil Company
Koch Refining Company, L.P.
Koch Fertilizer Storage & Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Energy Services Company

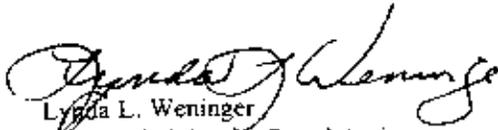
Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996 and this amendment letter dated May 11, 1998.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your insurance agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93) under the general liability and any applicable umbrella/excess liability policy.

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
May 11, 1998
Page 2

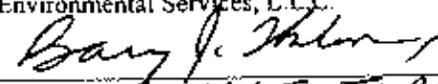
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant
LLWcl
enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.

By: 
Printed Name: BARRY J. THIBODEAUX
Title: PRESIDENT
Date: 5/23/98

INTERMITTENT SERVICES AGREEMENT

Date: 11-1-96Contractor: U.S. ENVIRONMENTAL SERVICES**PARTIES**

1. It is hereby agreed between Koch Gateway Pipeline Company, Koch Oil Company, Koch Nitrogen Company, Koch Refining Company, Koch Pipeline Company, L.P., Koch Fertilizer Storage & Terminal Company, Koch Hydrocarbon Company, Koch Hydrocarbon Southeast, Inc., Promix, L.L.C., and Koch GP Services, Inc. (such companies being collectively referred to hereinafter as "Company") and U.S. Environmental Services (such company being referred to hereinafter as "Contractor"), whose business address is 2044 Lobdell Hwy., P.O. Box 664, Port Allen, LA 70767 that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS (if applicable):

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work, and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of, or physical damage to the following:

- a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,
- b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B.

with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may, upon the giving of written notice, terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable, and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

TERM

25. This agreement shall be effective as of the date above written and shall continue for a one-year period following that date. At the end of the initial one-year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY

By [Signature]
Title Division Manager
Date 11.11.96

COMPANY'S WITNESS

By [Signature]
Date 11.11.96

CONTRACTOR U.S. ENVIRONMENTAL SERVICES

By [Signature]
Title BARRY J. THIBODEAUX
Date OCTOBER 15, 1996

CONTRACTOR'S WITNESS

By [Signature]
Date OCTOBER 15, 1996

EXHIBIT "A"



SCHEDULE OF RATES

Corporate:

2809 E. Judge Perez Drive
Meraux, LA (USA) 70075

Mailing Address:
P. O. Box 948
Chalmette, LA 70044

Phone: (504) 279-9930
Fax: (504) 279-7756

Port Allen Division:

2044 Lobdel Hwy
Port Allen, LA (USA) 70767

Mailing Address:
P. O. Box 664
Port Allen, LA 70767

Phone: (504) 267-4900
Fax: (504) 267-4952

Personnel (Portal to Portal)

NON-HAZARDOUS/OIL SPILL CLEANUP

		<i>Straight Time</i>	<i>Overtime</i>
Consultant/Project Manager	Per Day	\$ 750.00	\$ No OT
Health and Safety Administrator	Per Hour	50.00	No OT
Transportation and Disposal Coordinator	Per Hour	40.00	No OT
Supervisor	Per Hour	40.00	80.00
Logistics Administrator	Per Hour	38.00	54.00
Mechanic	Per Hour	36.00	54.00
Foreman	Per Hour	36.00	54.00
Equipment Operator/Recovery Technician	Per Hour	32.00	48.00
Pollution Laborer	Per Hour	24.00	38.00

PPE Non-Hazardous (Modified Level "C") will be charged at \$35.00 per man per day.

HAZARDOUS MATERIALS SPILL CLEANUP

		<i>Straight Time</i>	<i>Overtime</i>
Supervisor		\$ 70.00	\$ No OT
Health and Safety Specialist		50.00	75.00

EXHIBIT "A"

	<i>Straight Time</i>	<i>Overtime</i>
Transportation and Disposal Coordinator	40.00	No OT
Foreman/Equipment Operator	48.00	72.00
Environmental Specialist	40.00	60.00
Hazmat Laborer	35.00	52.50

Four (4) Hour Minimum Charge on Labor

The compilation and execution of reports, documents, and manifests will be assessed at the applicable straight time hourly rates. Hours worked other than 0800-1200 and 1300-1700, Monday through Friday including Saturdays, Sundays, and Holidays shall be charged at one and one-half times the straight time rate. Off-shore operators and labors are trained in the operation of Clean Gulf Associates rapid deployment equipment.

Ninety Dollars (\$90.00) per day per man subsistence is charged for any work performed fifty (50) miles from U. S. Environmental service points.

Equipment and Materials

	<i>Rate</i>	<i>Unit</i>
Automobile	\$ 75.00	Per Day
Pick-Up Truck	100.00	Per Day
Stake Truck	150.00	Per Day
4 Wheel Drive Vehicle	150.00	Per Day
Emergency Response Truck	150.00	Per Day
Vacuum Trucks	70.00	Per Hour
(All vehicles charged portal to portal)		
Vehicle Mileage Charge	.35	Per Mile
16' Boat with 20 HP Outboard	160.00	Per Day
17' Boat with Outboard	250.00	Per Day
20' Fast Response Boat	325.00	Per Day
15' Boat without Outboard	80.00	Per Day
Boom Trailer	125.00	Per Day
Equipment Trailer	125.00	Per Day
Site Administration Trailer		Cost Plus

	Rate	Unit
Marine equipment is furnished with paddles and life jackets for our personnel. Fuel is charged at \$1.30 per gallon.		
Hot Water High Pressure Unit	425.00	Per Day
Wash Pump	85.00	Per Day
Trash Pump	100.00	Per Day
Transfer Pump	150.00	Per Day
2" Stainless Steel Pump	285.00	Per Day
2" Air Diaphragm Pump	85.00	Per Day
Barrel Pump	75.00	Per Day
Submersible Pump	150.00	Per Day
2" Discharge Hose	25.00	Per 20' Lgth Per Day
2" Suction Hose	25.00	Per 20' Lgth Per Day
3" Discharge Hose	30.00	Per 20' Lgth Per Day
3" Suction Hose	30.00	Per 20' Lgth Per Day
2" Discharge Hose (Acid Resistant)	50.00	Per 20' Lgth Per Day
2" Suction Hose (Acid Resistant)	50.00	Per 20' Lgth Per Day
3/4" Air Compressor Hose	12.00	Per 50' Lgth Per Day
4 KW Generator	85.00	Per Day
12 KW Generator	150.00	Per Day
175 CFM Compressor	150.00	Per Day
Portable Light System	100.00	Per Day
Steam Cleaner	285.00	Per Day
Skimmer		Cost Plus
18" Oil Containment Boom	1.25	Per Ft Per Day

	Rate	Unit
36" Oil Containment Boom		Priced Upon Request
Boom Refurbishing Charge		Cost Plus
Boom Anchor 40 lbs	75.00	Each Job
Boom Anchor 65 lbs	135.00	Each Job
Boom Anchor 85 lbs	200.00	Each Job

PROTECTIVE CLOTHING AND ACCESSORIES

Disposable Protective Clothing

	Rate	Unit
+PPE Level "A"	\$	Per Occurrence
+PPE Level "B"	285.00	
+PPE Level "C"	90.00	
+PPE Level "D"	35.00	
<u>+This includes 2 change-outs per day.</u>		
<u>+This includes 1 change-out per day.</u>		
Tyvek Treated Suits With Hood	15.00	Each
PVC Treated Suits With Hood	25.00	Each
Protective Clothing (chemical specific)		Cost Plus
Acid Suit (two piece without hood)	90.00	Per Day
Acid Suit (encapsulated)	160.00	Per Day
Chemical Resistant Suit (two piece)	50.00	Per Day
Chemical Resistant Boot (steel toe)	30.00	Each (Replacement)
Protective Gloves	12.00	Each Pair (Replacement)
Inner Protective Gloves	4.00	Pair

Respiratory Protection

	<i>Rate</i>	<i>Unit</i>
Full Face Respirator	\$ 50.00	Per Day
Respirator Cartridges (single stage)	9.00	Each
Respirator Cartridges (double stage)	17.00	Each
Self Contained Breathing Apparatus	175.00	Per Day
Cascade Air System:	125.00	Per Unit Per Day Each
Air System Recharge Fee	30.00	Per Hour

FIELD INSTRUMENTATION

	<i>Rate</i>	<i>Unit</i>
H ₂ S Meter (portable)	75.00	Per Day
MSA O ₂ /LEL Explosimeter	125.00	Per Day
Chemical Specific Air Sampler (portable)	65.00	Per Day
Chemical Specific Tubes		Cost Plus
Portable pH Meter	30.00	Per Day
Conductivity Meter	45.00	Per Day

ANALYTICAL SUPPLIES

	<i>Rate</i>	<i>Unit</i>
Glass Tubing 1/4" ID x 36"	\$ 10.00	Per 3' Lgth
Sample Bottles, 16 oz, 32 oz	8.00	Each
Sample Bottles, 4 oz	6.00	Each

MISCELLANEOUS TOOLS AND SUPPLIES

	<i>Rate</i>	<i>Unit</i>
55-Gallon Recovery Drum (DOT)	\$ 150.00	Each
55-Gallon 17" Open Top Drum (DOT)	55.00	Each
55-Gallon 58" Closed Top Drum (DOT)	55.00	Each

	Rate	Unit
20-Gallon Pollution Can	12.00	Each
Labels	.75	Each
Fiber-Pak Drum		Cost Plus
Picards	2.00	Each
½" Polypropylene Rope	85.00	Per Roll
1/4" Polypropylene Rope	55.00	Per Roll
+ 6" Hand Pollution Net	20.00	Each Job
+ Rake	20.00	Each Job
+ Pitch Fork	18.00	Each Job
+ Shovel	18.00	Each Job
Polyethylene	75.00	Per Roll Per Bag
Cotton Wipes	35.00	Per Box
<u>± One Time Charge/Rental</u>		
	Rate	Unit
Industrial Weed Eater	75.00	Per Day
Wheel Barrow	25.00	Per Day
6 Rail Poly Bags	75.00	Per Roll
Chainsaw	75.00	Per Day
Gasoline & Diesel		Current Price
Sorbent Pads	55.00	Per Bale
Sorbent Rolls	135.00	Per Roll
Sorbent Boom	4.00	Per Foot
Sorbent Sweeps	125.00	Per Bale
Oil Snare	35.00	Per 15# Box
Fiberpearl	16.00	Per 16# Bag
Chemisorb Pillows	15.00	Each

HEAVY EQUIPMENT (ON REQUEST)

Case 450B Dozer or Equivalent
Case 1150C Dozer or Equivalent
Case 580C Backhoe or Equivalent
Case 830C Excavator or Equivalent
Dump Truck Tandem or Trailer Type
Cherry Picker
Forklift

COMMUNICATIONS

	<i>Rate</i>	<i>Unit</i>
Cellular Phone	Price Plus Air Time 25.00	Per Day Per Unit
Radio, Hand Held/Phone Patch	Price Plus Air Time 25.00	Per Day Per Unit

TERMS AND CONDITIONS

- I. All subcontractor charges shall be charged at cost plus twenty percent (20%).
- II. All applicable federal, state and local taxes, except income and ad valorem, as they pertain to services, equipment rental, sales of material, manufacturer repair, delivery and/or transportation shall be for the Customer's account.
- III. Certificates of insurance will be issued upon request and include coverage for Workers's Compensation, U.S. Longshoremen and Harbor Worker's Act, Jones Act, General Liability, Ship repairers, Stevedores, Terminal Operators and automobile/vehicle coverage.
- IV. An equipment cleaning and repair/replacement charge will be assessed as needed and agreed upon by the Customer and contractor site representative. Normal; one half day rental per piece of equipment. Boom cleaning will be determined and range from .50 per foot to \$2.00 per foot.
- V. At all times during the cleanup phase, the Customer shall be deemed to have exclusive title to the waste generated and any personal and/or real property affected by the waste.
- VI. Fees and charges incurred by Customer shall be paid by Customer within thirty (30) days from date of invoice. A service charge of 1.5% per month shall be charged on all balances not paid by Customer within the aforementioned terms.

**Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement**

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
 - 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 88 or CG 00 01 10 93) with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
 - 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
 - 1.2.2 Contractual Liability coverage
 - 1.2.3 Products and Completed operations.
 - 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
 - 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured
 - 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
 - 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including passenger) liability.
 - 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
 - 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board
 - 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
 - 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:

(i) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and:

(ii) be primary to and not in excess of or contributory with any other insurance available to Company.

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.

4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.

4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.



KOCH BUSINESS SOLUTIONS
CONTRACT RISK

DIANE COOL
Contract Analyst

Via Facsimile: 361-299-1785

April 21, 2009

Mr. Dan Trevino
Veolia ES Industrial Services, Inc.
550 Flato Road
Corpus Christi, TX 78460

Re: Amendment to Intermittent Services Agreement #9900323-A

Dear Mr. Trevino:

Your company currently has in effect an Intermittent Services Agreement dated January 1, 1995 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company, LLC, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company, LLC, Reiss Remediation, LLC. The purpose of this amendment letter is as discussed below:

We also understand that Veolia ES Industrial Services, Inc. will be providing work/services for Optimized Process Designs, Inc. Thus, the term "Company", as that term is defined in the Agreement, will include all of the following:

Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company, LLC; Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company, LLC, Reiss Remediation, LLC; Optimized Process Designs, Inc.

In connection with providing work/services for Optimized Process Designs, Inc., there are certain environmental, health and safety requirements applicable to your company's activities. Therefore we propose amending the Agreement to include an Exhibit D entitled "Subcontractors Questionnaire" and Exhibit E entitled "Subcontractor's Environmental, Health and Safety Requirements" in the forms attached hereto as "Attachments 1 and 2". These Exhibits are hereby applicable only for work/services provided to Optimized Process Designs, Inc.

Under this proposed amendment letter, any future work/services performed by Veolia ES Industrial Services, Inc. for Company, will be done pursuant to the Agreement dated January 1, 1995, as amended. All other terms and conditions of the Agreement would remain in full force and effect.

Please complete Exhibit D and execute this amendment letter including the attached exhibits and return these documents to Christy Pilens, Contract Administrator, Koch Business Solutions, LP, P.O. Box 2972, Bldg. C2B, Wichita, Kansas 67201, or via fax at (316) 828-9427.

Sincerely,

Diane E. Cool
Contract Analyst

DEC/cp

AGREED AND ACCEPTED:
Veolia ES Industrial Services, Inc.

Federal Id Number: 75-2257854
By: Jesus Hernandez Jr.
Printed Name: JESUS HERNANDEZ JR
Title: Dir Mgr
Date: 5 May 09

LP

Page: 20

ADD.


KOCH RISK MANAGEMENT SERVICES

MICHELLE P. BUTTERFIELD
MANAGER, CONTRACT RISK

July 1, 2006

2ND REQUEST

FACSIMILE: 713-307-7600

Mr. Jimmy Lloyd
Veolia ES Industrial Services, Inc.
3018 N. Hwy 146
Baytown, TX 77520

Re: Amendment of Intermittent Services Agreement 9900323-A
Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company,
Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company,
Reiss Remediation, LLC

Dear Mr. Lloyd:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated January 1, 1995, as amended, with the above referenced companies. It has been brought to our attention that your company's name is now Veolia ES Industrial Services, Inc. rather than Onyx Industrial Services, Inc. as presently evidenced on the ISA.

The purpose of this letter is to amend the term "Contractor", as that term is used in the ISA, as follows:
Veolia ES Industrial Services, Inc.

Under this proposed amendment letter, future work/services performed by Veolia ES Industrial Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated January 1, 1995, as amended, and this amendment dated July 1, 2006.

Please ask your agent to provide a certificate of insurance to evidence your current insurance coverage and the required endorsements. We require the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, Contract Risk Manager, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201 or by fax to (316) 828-9726.

Sincerely,

Michelle P. Butterfield
Contract Risk Manager

MPB/ob

AGREED AND ACCEPTED:
Veolia ES Industrial Services, Inc.

Federal ID No. _____
By: David M. Hutton
Printed Name: David Hutton
Title: Division Manager
Date: 7/5/06



CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

October 12, 2005

Via Facsimile: 580-762-4828

Ms. Alane Stephenson
Onyx Industrial Services, Inc. and All Affiliates
704 E. Hubbard Rd.
Ponca City, OK 74601

Re: Agreement #9900323-A

Dear Ms. Stephenson:

Your company currently has in effect an Agreement dated January 1, 1995 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company, Reiss Remediation, LLC. The purpose of this letter is as discussed below:

In connection with the sale by Koch Materials Company ("KMC") of certain of its asphalt assets on May 31, 2005, KMC has been removed from and is no longer a party to this Agreement, effective June 1, 2005. For the avoidance of doubt the terms of this Agreement will continue to apply to any event or occurrence on before June 1, 2005.

Also, due to divestitures, any of the following companies also parties to the Agreement may be removed: Chemical Petroleum Exchange, Inc., K.C. Asphalt, L.L.C. d/b/a Koch Performance Asphalt Company, Koch Waterproofing Solutions, Inc., Materials Transportation Services, Inc., NK Asphalt Partners, d/b/a Koch Asphalt Solutions – Southwest.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

If you have any questions, please call me at (316) 828-5675.

Sincerely,

A handwritten signature in black ink that reads "Bill Burgin". The signature is written in a cursive, flowing style.

Bill Burgin



CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

August 25, 2005

Via Facsimile: 580-762-4828

Mr. Whit Jeanminette
Onyx Industrial Services, Inc. and All Affiliates
1980 N. Hwy 146
LaPorte, TX 77572

Re: Agreement #9900323-A

Dear Mr. Jeanminette:

Your company currently has in effect an Agreement dated January 1, 1995 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company, and Reiss Remediation, Inc. The purpose of this letter is as discussed below:

Due to an internal merger, Reiss Remediation, Inc. is now Reiss Remediation, LLC.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modification stated above.

If you have any questions, please give me a call at (316) 828-5675.

Sincerely,

A handwritten signature in black ink that reads "Bill Burgin". The signature is written in a cursive, flowing style.

Bill Burgin



July 1, 2005

VIA FACSIMILE: 580-762-4828

Mr. Whit Jeanminette
Onyx Industrial Services, Inc. and All Affiliates
1980 N. Hwy 146
LaPorte, TX 77572

Re: Partial Termination and Amendment of Agreement **9900323-A** for
Koch Hydrocarbon, LP and Koch Underground Storage Company

Dear Mr. Jeanminette:

As you know, your company currently has in effect an Agreement, dated **January 1, 1995** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHLP and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHLP and KUSC. The sale of KHLP and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), currently scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHLP and KUSC. Accordingly, we hereby advise you that, effective 30 days after the Effective Date, KHLP and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective 30 days after the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company, Reiss Remediation, Inc.

Because KHLP and KUSC will no longer be parties to the Agreement, you may delete KHLP and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHLP and KUSC will no longer be parties to the Agreement beginning 30 days after the Effective Date, KHLP and KUSC, under their new ownership, may want you to continue providing services to KHLP and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHLP and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHLP and KUSC, you should continue to provide those services after the Effective Date until further notice from KHLP and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator



KOCH RISK MANAGEMENT SERVICES

KELLY S. NEBERGALL
ADMINISTRATOR
CONTRACTUAL RISK MANAGEMENT GROUP

September 29, 2004

VIA FACSIMILE: 580-762-4828

Ms. Elaine Evans
Onyx Industrial Services, Inc. and All Affiliates
1980 N. Hwy 146
LaPorte, TX 77572

Re: Amendment to Intermittent Services Agreement 9900323-A
Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP,
Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Reiss Remediation, Inc.
Koch Supply & Trading, LP, Koch Underground Storage Company, Minnesota Pipe Line Company,

Dear Ms. Evans:

Your company currently has in effect an Intermittent Services Agreement ("Agreement") dated January 1, 1995, as amended with the above referenced Koch companies. The purpose of this letter is as further defined below:

We propose amending the Agreement to add the following language to Exhibit B-Insurance Requirements as Paragraph 1.9:

1.9 Pollution Liability Insurance - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: \$5,000,000 per loss and \$5,000,000 annual aggregate.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

Onyx Industrial Services, Inc. and All Affiliates
Amendment to Agreement #9900323-A
September 29, 2004
Page 2

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the Agreement dated January 1, 1995, as amended.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Kelly S. Nebergall, Contract Administrator/Legal Assistant, Koch Risk Management, P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201 or fax it to me at (316) 828-7664.

Sincerely,

Kelly S Nebergall
Kelly S. Nebergall
Legal Assistant

AGREED AND ACCEPTED:
Onyx Industrial Services, Inc. and All Affiliates

By: *Austin Vogele*
Printed Name: Austin Vogele
Title: Sales Manager
Date: 10/4/2004

SECOND REQUEST
9.24.04

K KOCH

KUCH RISK MANAGEMENT SERVICES

LISA A. DURBIN
GENERAL ADMINISTRATOR
CONTRACTUAL RISK MANAGEMENT GROUP

September 17, 2004

Via Facsimile: 281-427-9660

Mr. Whit Jeanminette
Onyx Industrial Services, Inc. and All Affiliates
1980 N. Hwy 146
Lubbock, Texas 79402

Re: Intermittent Services Agreement #9900323-A

Flint Hills Resources, LP
Koch Hydrocarbon Southeast, Inc.
Koch Materials Company
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Koch Carbon, LLC
Koch Hydrocarbon, LP
Koch Nitrogen Company
Koch Supply & Trading, LP
Reiss Remediation, Inc.

Dear Mr. Jeanminette:

Onyx Industrial Services, Inc. and All Affiliates ("Contractor") currently has in effect an Intermittent Services Agreement ("Agreement") dated January 1, 1995, as amended, with the above referenced Koch companies. The purpose of this letter is to amend the Agreement, as further defined below:

From time to time other affiliated Koch companies may need your services. Koch proposes amending the term "Company," as that term is used in the Agreement dated January 1, 1995, as amended, to include all of the following Koch companies:

Flint Hills Resources, LP
Koch Hydrocarbon Southeast, Inc.
Koch Materials Company
Koch Pipeline Company, L.P.
Koch Underground Storage Company
Reiss Remediation, Inc.

Koch Carbon, LLC
Koch Hydrocarbon, LP
Koch Nitrogen Company
Koch Supply & Trading, LP
Minnesota Pipe Line Company

Koch also proposes amending the Agreement to add the following language to the end of the main body of the Agreement as Paragraph 26:

26. CONFIDENTIALITY. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used

4111 East 37th Street, North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201-2256
316/920-0617 • FAX 316/928-7664 • E-mail: durbinl@kochind.com

Onyx Industrial Services, Inc. and All Affiliates
September 17, 2004
Page 2

solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such Work/services and termination of this Agreement.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the Agreement dated January 1, 1995, as amended.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your Insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation employer liability policy, and the additional insured endorsement (CG 20 10 10 03 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lisa A. Durbin, Contract Administrator, Risk Management Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T50, Wichita, Kansas 67201, or fax it to me at (316) 828-7664.

Sincerely,

Lisa A. Durbin
Lisa A. Durbin

AGREED AND ACCEPTED:
Onyx Industrial Services, Inc. and All Affiliates

By: *Scott Franklin*

Printed Name: Scott Franklin

Title: GM Operations

Date: 9/30/04

LAD:jd

Enclosure

AUG-12-04 THU 09:21 PM KOCH RISK MGMT

FAX NO. 316 828 7884

P. 01

KOCH**RISK MANAGEMENT**MICHELLE P. BUTTERFIELD
Legal Assistant

8/12 Third request, please review,
sign and fax. Should have
questions, please call me @
316-828-8021 - thanks Joanna

July 19, 2004

VIA: 606-327-0596

Mr. Al Flath
Onyx Industrial Services, Inc. and All Affiliates
806 Woods Creek Pike
Ashland, KY 41101

Re: Intermittent Services Agreement 9900323-A

Flint Hills Resources, LP
Koch Hydrocarbon Southeast, Inc.
Koch Materials Company
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Koch Carbon, L.L.C.
Koch Hydrocarbon, LP
Koch Nitrogen Company
Koch Supply & Trading, LP
Reiss Remediation, Inc.

Dear Mr. Flath

Your company executed an Intermittent Services Agreement dated January 1, 1995 with the above referenced Koch companies. The purpose of this letter is to propose amending the terms of the agreement.

Koch proposes amending paragraph 12 to read as follows:

12. **INDEMNIFICATION** - To the fullest extent permitted by law, Contractor agrees to release, defend, indemnify and hold Company and its affiliated entities, and the officers, employees of each or them (collectively, "Indemnitees"), harmless from and against any liability, losses, damages, causes of action, administrative law actions and orders, penalties, fines, costs (including, but not limited to, reasonable attorneys' fees), claims or strict liability claims (collectively, "Liability/Claims") arising out of or in any way incident to the Work performed by Contractor or its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright, or other property, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either, or any other person or entity, and regardless of whether such Liability/Claims are caused by Indemnitees' negligence of third parties, or otherwise, but excluding Liability/Claims to the extent caused by the sole (100%) negligence of Indemnitees. Contractor's duties under this paragraph survive the termination, revocation, or expiration of this agreement.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated January 1, 1995, the amendments dated July 13, 1997, September 2nd, 1997, March 1st, 1999, October 25th, 1999, February 9th, 2000, March 2nd, 2000, March 8th, 2000, November 13th, 2000, February 22nd, 2001, November 7th, 2001, December 11th, 2002 and April 17th, 2003, and this amendment dated July 19, 2004.

4111 East 37th Street North, Bldg. 153 • Wichita, Kansas 67220 • P.O. Box 2258 • Wichita, Kansas 67201
316/828-7872 • FAX 316/828-7884

AUG-12-04 THU 03:21 PM KOCH RISK MGMT

FAX NO. 318 828 7884

P. 02

Onyx Industrial Services, Inc. and All Affiliates
July 19, 2004
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, C.R.M. Legal Assistant, Contractual Risk Management, Koch Industries, Inc., P.O. Box 2256, Bldg. T50 Wichita, Kansas 67201.

Sincerely,

Michelle P. Butterfield
Michelle P. Butterfield
C.R.M. Legal Assistant

MPB/bb

AGREED AND ACCEPTED:

Onyx Industrial Services, Inc. and All Affiliates *AK*

By: *[Signature]*
Printed Name: Allen M. Faith Jr.
Title: Gen'l Mgr - CIS SEPARATIONS
Date: 6/1/05



4/17/03 2:02PM

828+8031

1 / 2



LEGAL DEPARTMENT

MICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

April 17, 2003

Via Facsimile: 713-307-7620

Mr. Mike Rose
Onyx Industrial Services, Inc. and All Affiliates
1980 N. Hwy 146
LaPorte, TX 77572

Re: Intermittent Services Agreement 9900323-A
Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP,
Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply &
Trading, LP, Reiss Remediation Company, Reiss Remediation, Inc.

Dear Mr. Rose:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated January 1, 1995, as amended, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Minnesota Pipe Line Company to the ISA.

Koch proposes amending the term "Company," as that term is used in the ISA dated January 1, 1995, to include all of the following Koch companies:

Flint Hills Resources, LP, Koch Carbon, LLC, Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP,
Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP,
Minnesota Pipe Line Company, Reiss Remediation Company, Reiss Remediation, Inc.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Under this proposed amendment letter, future work/services performed by Onyx Industrial Services, Inc. and All Affiliates for any of the above referenced Koch companies will be done pursuant to the ISA dated January 1, 1995, the amendments dated July 15, 1997; September 2, 1997; March 1, 1999; October 25, 1999; February 9, 2000; March 2, 2000; March 8, 2000; January 1, 2001; February 22, 2001; November 7, 2001 and this amendment dated April 17, 2003.

4111 East 87th Street North ■ Wichita, Kansas 67220 ■ P.O. Box 2258 ■ Wichita, Kansas 67201
316/828-7872 ■ FAX 316/828-7864

P. 2 NO. 832

APR. 18. 2003 9:26AM ONYX IND. SERVICE

4-17-03; 2:02PM;

:828+3031

2 / 2

A copy of the Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, I.S.A. Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or fax it to me at (316) 828-7664.

Very truly yours,

Michelle P. Butterfield

Michelle P. Butterfield
I.S.A. Legal Assistant

MPB/bb

AGREED AND ACCEPTED:
Onyx Industrial Services, Inc. and All Affiliates

By: *[Signature]*
Printed Name: M. Korb
Title: President
Date: 4/17/03

12-13-01 11:52PM

1428+9091

2/ 5



LEGAL DEPARTMENT

GEOFF D. BAKER
 ISA Administrator

December 11, 2001

VIA FACSIMILE: 713-307-7620

Mr. Mike Rose
 Onyx Industrial Services, Inc. and All Affiliates
 1980 N. Hwy 146
 LaPorte, TX 77572

Re: Amendment to Intermittent Services Agreement 9900323-A
 Koch Carbon, Inc. Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc. Koch Materials Company
 Koch Nitrogen Company Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P. Reiss Remediation Company
 Reiss Remediation, Inc.

Dear Mr. Rose:

Onyx Industrial Services, Inc. and All Affiliates currently has in effect an Intermittent Services Agreement dated January 1, 1995 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

(a.) Effective January 1, 2002, the term "Company" **shall not include** Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date; and

(b.) With respect to work/services performed on or after January 1, 2002, the term "Company" **shall include** (in addition to the other entities referenced above) Koch Hydrocarbon, LP, and Koch Supply & Trading, L.P.

Also, please note that effective January 1, 2002, Koch Petroleum Group, L.P. will be changing its name to Flint Hills Resources, LP

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 316/828/7446 • FAX 316/528-7727 or 316/828/7864

Onyx Industrial Services, Inc. and All Affiliates
December 11, 2001
Page 2

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,



Geoff D. Baker
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:
Onyx Industrial Services, Inc. and All Affiliates

By: Mike Rose
Printed Name: Mike Rose
Title: Chief Operating Officer
Date: December 17, 2001

NOV-07-01 WED 04:02 PM KOCH INDUSTRIES

FAX NO. 3188287884

P. 01/04



November 7, 2001

LEGAL DEPARTMENT

Via Facsimile: 713-307-7620

GEOFF D. BAKER
ISA ADMINISTRATOR

Mr. Mike Rose
Onyx Industrial Services, Inc. and All Affiliates
1980 N. Hwy 146
LaPorte, TX 77572

Re: Intermittent Services Agreement 9900323-A
Koch Carbon, Inc.
Koch Hydrocarbon Southeast, Inc.
Koch Midstream Processing Company, L.P.
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Reiss Remediation, Inc.

Koch Hydrocarbon Company
Koch Materials Company
Koch Midstream Services Company, L.L.C.
Koch Petroleum Group, L.P.
Reiss Remediation Company

Dear Mr. Rose:

Your company is currently a party to that certain Intermittent Services Agreement dated January 1, 1995, as amended July 15, 1997, September 2, 1997, March 1, 1999, October 25, 1999, February 9, 2000, March 2, 2000, March 8, 2000, January 1, 2001, and February 22, 2001 (herein referred to as the "ISA"), with the above referenced companies. Because of an internal reorganization, it is necessary to add Koch Carbon, LLC to the ISA, with such addition being effective as of November 30, 2001.

In consideration of the foregoing, it is understood and agreed that pursuant to this letter amendment (this "Amendment"), the term "Company," as that term is used in the ISA, shall include all of the following entities, with the addition of Koch Carbon, LLC being effective as of November 7, 2001:

Koch Carbon, Inc.
Koch Hydrocarbon Company
Koch Materials Company
Koch Midstream Services Company, L.L.C.
Koch Petroleum Group, L.P.
Reiss Remediation Company

Koch Carbon, LLC
Koch Hydrocarbon Southeast, Inc.
Koch Midstream Processing Company, L.P.
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Reiss Remediation, Inc.

Pursuant to this Amendment, all future work/services performed by your company for any of the above-listed entities shall be performed pursuant to the ISA, as further amended by this Amendment.

A copy of the enclosed Exhibit "C" (Certificate of Insurance) reflecting the changes set forth in this Amendment will be forwarded to your insurance agent. Upon your approval of this Amendment, please ask your agent to complete the Exhibit "C" to evidence your current insurance coverage and the required endorsements and to thereafter promptly return an executed original of the exhibit to the undersigned. In this connection, Koch requires the alternate employer and waiver of subrogation endorsements under the Worker's Compensation and Employer Liability Insurance policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the General Liability and any applicable Umbrella/Excess Liability Insurance policy.

NOV-07-01 WED 04:03 PM KOCH INDUSTRIES

FAX NO. 3168287664

P. 02/04

Onyx Industrial Services, Inc.
Amendment Letter
November 7, 2001

If you are in agreement with the foregoing, please sign in the appropriate space below and return an executed original of this Amendment to Geoff D. Baker, I.S.A. Administrator, c/o Koch Industries, Inc., P.O. Box 2256, Bldg. 13D, Wichita, Kansas 67201, or fax it to me at (316) 828-7664.

Very truly yours,

Geoff D Baker
Geoff D. Baker
I.S.A. Administrator

AGREED AND ACCEPTED:
Onyx Industrial Services, Inc. and All Affiliates

By: *Mike Rose*
Printed Name: MIKE ROSE
Title: C.O.O.
Date: 11/9/01

MAR-06-01 TUE 09:53 AM KOCH INDUSTRIES

FAX NO. 3168287664

P. 01/01

SECOND REQUEST

3/6/01



LEGAL DEPARTMENT

February 22, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 713-307-7620

Mr. Mike Rose
Onyx Industrial Services, Inc. and All Affiliates
1980 N. Hwy 146
LaPorte, TX 77572

Re: Partial Termination and Amendment of Intermittent Services Agreement 9900323-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Rose:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated January 1, 1995 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Carbon, Inc.	Koch Hydrocarbon Company
Koch Hydrocarbon Southeast, Inc.	Koch Materials Company
Koch Midstream Processing Company, L.P.	Koch Midstream Services Company, L.L.C.
Koch Nitrogen Company	Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.	Reiss Remediation Company
Reiss Remediation, Inc.	

All future work/services performed by Onyx Industrial Services, Inc. and All Affiliates for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

AGREED & ACCEPTED:
Onyx Industrial Services, Inc. and All Affiliates

Printed Name: Mike Rose
Title: VP Operations

✓

INTERMITTENT SERVICES AGREEMENT 9900323G-A

This Intermittent Services Agreement ("Agreement") is entered into this 1st day of January 2001, but effective as of the date specified below, by and between:

(i.) **Onyx Industrial Services, Inc. and All Affiliates** ("Contractor"); and

(ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9900323G-A dated January 1, 1995, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement") ;

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

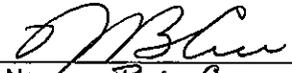
"COMPANY"

**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

Onyx Industrial Services, Inc. and All Affiliates

By: 
Printed Name: Bob Cree
Title: Gen Ops Mgr
Date: 1-11-01



March 8, 2000

LEGAL DEPARTMENT

Facsimile: 713-307-7620

Geoff D. Baker
ISA Administrator

Mr. Mike Rose
Onyx Industrial Services, Inc.
1980 N. Hwy 146
LaPorte, TX 77572

Re: Modification of Intermittent Services Agreement 9900323-A

Dear Mr. Rose:

There exists an Intermittent Services Agreement ("ISA") between Onyx Industrial Services, Inc. and

K/D/S Promix, L.L.C.	Koch Carbon, Inc.	Koch Gateway Pipeline Company
Koch Gateway Pipeline, L.P.	Koch Hydrocarbon Company	Koch Hydrocarbon Southeast, Inc.
Koch Materials Company	Koch Midstream Processing Company	Koch Nitrogen Company
Koch Petroleum Group, L.P.	Koch Midstream Services Company	Koch Operating Services Company
Koch Pipeline Company, L.P.	Reiss Remediation Company	Reiss Remediation, Inc.

dated January 1, 1995, as amended July 15, 1997; September 2, 1997; March 1, 1999; October 25, 1999; February 9, 2000; and March 2, 2000. The purpose of this letter is modify the ISA to include Onyx Industrial Services, Inc. and All Affiliates within the term "Contractor" as used in the ISA.

By signing at the appropriate space below and returning this letter to our office, you agree to amend the Intermittent Services Agreement to include Onyx Industrial Services, Inc. and All Affiliates within the term "Contractor" as used in the ISA dated January 1, 1995, as amended July 15, 1997; September 2, 1997; March 1, 1999; October 25, 1999; February 9, 2000; and March 2, 2000.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated January 1, 1995, the amendments dated July 15, 1997; September 2, 1997; March 1, 1999; October 25, 1999; February 9, 2000; and March 2, 2000, and this amendment effective March 8, 2000.

Upon your approval, I will contact your insurance agency to complete the Exhibit C (certificate of insurance) to reflect this amendment as well as the required insurance coverage and endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201, or by fax at 316-828-7664.

Very truly yours,

Geoff D. Baker
Geoff D. Baker
I.S.A. Administrator

AGREED AND ACCEPTED:

Onyx Industrial Services, Inc. and All Affiliates

By: Mike Rose
Printed Name: MIKE ROSE
Title: Region VI Ops
Date: 3-13-00

Onyx Industrial Services, Inc.
Amendment Letter --Intermittent Services Agreement
3/2/2000
Page 2

By signing at the appropriate space below and returning this letter to our office, you agree to amend the ISA to include the above Koch companies within the term "Company" as used in the ISA

A copy of the Exhibit C (Certificate of Insurance) reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Under the ISA, Koch requires the above companies to be named additional insured (form CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy. Under the workers compensation policy, Koch requires two endorsements, the alternate employer and waiver of subrogation.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201, or fax it to me at (316) 828-7664.

Very truly yours,



Geoff D. Baker
I.S.A. Administrator

AGREED AND ACCEPTED:
Onyx Industrial Services, Inc.

By: Mike Rose
Printed Name: MIKE ROSE
Title: Region VP Ops
Date: 3-6-00



LEGAL DEPARTMENT

March 2, 2000

GEOFF D. BAKER
ISA ADMINISTRATOR

Via Facsimile: 713-307-7620

Mr. Mike Reese
Onyx Industrial Services, Inc.
1980 N. Hwy. 146
LaPorte, TX 77572

Re: Intermittent Services Agreement

K/D/S Promix, L.L.C.
Koch Hydrocarbon Company
Koch Materials Company
Koch Petroleum Group, L.P.
Reiss Remediation Company

Koch Carbon, Inc.
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Reiss Remediation, Inc.

Dear Mr. Reese:

Your company currently has in effect an Intermittent Services Agreement (herein, the "ISA") dated January 1, 1995 as amended July 15, 1997, September 2, 1997, March 1, 1999, October 25, 1999 and February 9, 2000 with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose amending the term "Company" as that term is used in the ISA, to include **Koch Gateway Pipeline Company, Koch Gateway Pipeline, L.P., Koch Midstream Processing Company, Koch Midstream Services Company, and Koch Operating Services Company.**

Koch proposes amending the ISA to include all of the following Koch companies within the term "Company" effective as of the date of this letter.

**K/D/S Promix, L.L.C.
Koch Gateway Pipeline Company
Koch Hydrocarbon Company
Koch Materials Company
Koch Midstream Services Company
Koch Operating Services Company
Koch Pipeline Company, L.P.
Reiss Remediation, Inc.**

**Koch Carbon, Inc.
Koch Gateway Pipeline, L.P.
Koch Hydrocarbon Southeast, Inc.
Koch Midstream Processing Company
Koch Nitrogen Company
Koch Petroleum Group, L.P.
Reiss Remediation Company**

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated January 1, 1995, the amendments dated July 15, 1997, September 2, 1997, March 1, 1999, October 25, 1999, February 9, 2000, and this amendment effective March 2, 2000.



LEGAL DEPARTMENT

February 9, 2000

GEOFF D. BAKER
ISA ADMINISTRATORVia Facsimile: 713-307-7620

Mr. Mike Rose
Onyx Industrial Services, Inc.
1980 N. Hwy 146
LaPorte, TX 77572

Re: Intermittent Services Agreement 9900323-A
K/D/S Promix, L.L.C.
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Reiss Remediation, Inc.

Koch Hydrocarbon Company
Koch Materials Company
Koch Petroleum Group, L.P.
Reiss Remediation Company

Dear Mr. Rose:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated January 1, 1995, as amended July 15, 1997, September 2, 1997, March 1, 1999, and October 25, 1999, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose amending the term "Company" as that term is used in the ISA, to include **Koch Carbon, Inc.**

Koch proposes amending the ISA to include all of the following Koch companies within the term "Company" effective as of the date of this letter.

K/D/S Promix, L.L.C.
Koch Hydrocarbon Company
Koch Materials Company
Koch Petroleum Group, L.P.
Reiss Remediation Company

Koch Carbon, Inc.
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Reiss Remediation, Inc.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated January 1, 1995, the amendments dated July 15, 1997, September 2, 1997, March 1, 1999, October 25, 1999, and this amendment effective February 9, 2000.

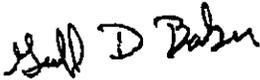
By signing at the appropriate space below and returning this letter to our office, you agree to amend the ISA to include the above Koch companies within the term "Company" as used in the ISA

Onyx Industrial Services, Inc.
Amendment Letter -- Intermittent Services Agreement
2/9/2000
Page 2

A copy of the Exhibit C (Certificate of Insurance) reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Under the ISA, Koch requires the above companies to be named additional insured (form CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy. Under the workers compensation policy, Koch requires two endorsements, the alternate employer and waiver of subrogation.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201, or fax it to me at (316) 828-7664.

Very truly yours,



Geoff D. Baker
I.S.A. Administrator

AGREED AND ACCEPTED:
Koch Carbon, Inc.

By: 
Printed Name: C. Pemi
Title: V.P. Terminal Ops
Date: Feb 10/2000

AGREED AND ACCEPTED:
Onyx Industrial Services, Inc.

By: Mike Rose
Printed Name: MIKE ROSE
Title: Region VP OPERATIONS
Date: 2-9-00



October 25, 1999

LEGAL DEPARTMENT

CHARLES D. DUDLEY

Via Facsimile: 713-307-7620

Mr. Mike Rose
ONYX Industrial Services, Inc.
1980 N. Highway 146
La Porte, TX 77572

Re: Modification of Intermittent Services Agreement

Dear Mr. Rose:

There exists an Intermittent Services Agreement ("ISA") between Waste Management Industrial Services, Inc. and K/D/S Promix, L.L.C., Koch Hydrocarbon Company, Koch Hydrocarbon Southeast, Inc., Koch Materials Company, Koch Nitrogen Company, Koch Petroleum Group, L.P., Koch Pipeline Company, L.P., Reiss Remediation Company and Reiss Remediation, Inc. dated January 1, 1995, and amended July 15, 1997, September 2, 1997 and amended March 1, 1999. Recently I learned of your company's name change from Waste Management Industrial Services, Inc. to ONYX Industrial Services, Inc. The purpose of this letter is to clarify your new name, and modify the ISA dated January 1, 1995, and amended July 15, 1997, September 2, 1997, and March 1, 1999 to include ONYX Industrial Services, Inc. within the term "Contractor" as used in the ISA.

By signing at the appropriate space below and returning this letter to our office, you agree to amend the Intermittent Services Agreement to include ONYX Industrial Services, Inc. within the term "Contractor" as used in the ISA dated January 1, 1995, and amended July 15, 1997, September 2, 1997, and March 1, 1999.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated January 1, 1995, and amended July 15, 1997, September 2, 1997, and March 1, 1999, and this amendment effective October 25, 1999.

I will contact your insurance agency to complete the Exhibit C (certificate of insurance) to reflect this amendment as well as the required insurance coverage and endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Charles D. Dudley, I.S.A. Administrator, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201, or by fax at 316-529-7727.

Very truly yours,

Charles D. Dudley
I.S.A. Administrator

AGREED AND ACCEPTED:
ONYX Industrial Services, Inc.

By: Mike Rose
Printed Name: MIKE ROSE
Title: Region VP
Date: 10-26-99



LEGAL DEPARTMENT

March 1, 1999

GAYLENE NELSON
LEGAL ASSISTANTFacsimile: 713-307-7620

Mr. Randy Kruger
Waste Manager.: Industrial Services, Inc.
1980 N. Highway 146
La Porte, TX 77572

Re: Intermittent Services Agreement
Koch Pipeline Company, L.P.; Koch Hydrocarbon Company; Koch Materials Company;
Koch Refining Company, L.P. (now known as Koch Petroleum Group, L.P.);
Koch Nitrogen Company; Koch Hydrocarbon Southeast, Inc.; K/D/S Promix, L.L.C.

Dear Mr. Kruger:

Your company currently has in effect an Intermittent Services Agreement (herein the "ISA") dated January 1, 1995 amended July 15, 1997 and September 2, 1997 with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose amending the term "Company" as that term is used in the ISA, to include **Reiss Remediation Company & Reiss Remediation, Inc.** as a party to the ISA.

Please note that Koch Refining Company, L.P., through a name change, is now known as Koch Petroleum Group, L.P.

Koch proposes amending the ISA to include all of the following Koch companies within the term "Company" effective as of the date of this letter.

**Koch Pipeline Company, L.P.; Koch Hydrocarbon Company; Koch Materials Company;
Koch Nitrogen Company; Koch Petroleum Group, L.P.; Koch Hydrocarbon Southeast, Inc.;
K/D/S Promix, L.L.C.; Reiss Remediation Company; Reiss Remediation, Inc.**

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated January 1, 1995 amended July 15, 1997 and September 2, 1997, and this amendment.

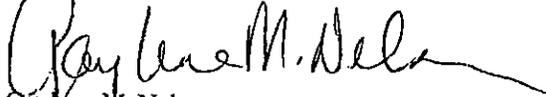
By signing at the appropriate space below and returning this letter to our office, you agree to amend the ISA to include the above Koch companies within the term "Company" as used in the ISA

A copy of the Exhibit C (Certificate of Insurance) reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Under the ISA, Koch requires the above companies to be named additional insured (form CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy. Under the workers compensation policy, Koch requires two endorsements, the alternate employer and waiver of subrogation.

Waste Management Industrial Services, Inc.
Amendment Letter --Intermittent Services Agreement
3/1/99
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Gaylene M. Nelson, Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201, or fax it to me at (316)529-7727.

Very truly yours,


Gaylene M. Nelson
Legal Assistant

AGREED AND ACCEPTED:
Waste Management Industrial Services, Inc.

By: 
Printed Name: Randy Kruger
Title: U.P. & G.M.
Date: 3-11-99



September 2, 1997

LEGAL DEPARTMENT

K. KELLY MITCHELL
LEGAL ASSISTANTVIA FACSIMILE: 713-307-7620Mr. Randy Kruger
Waste Management Industrial Services, Inc.
1980 N. Highway 146
La Porte, TX 77572Re: Intermittent Services Agreement
Koch Pipeline Company, L.P.; Koch Hydrocarbon Company; Koch Materials Company;
Koch Nitrogen Company; Koch Refining Company, L.P.; Koch Hydrocarbon Southeast, Inc.;
K/D Promix, L.L.C.;

Dear Mr. Kruger:

Your company has executed an Intermittent Services Agreement dated January 1, 1995 and amended on July 15, 1997 with the above referenced Koch companies. Recently you informed me that Waste Management, Inc. purchased Rust Industrial Cleaning Services, Inc. The purpose of this letter is to acknowledge the changing of your name to *Waste Management Industrial Services, Inc.*, and to incorporate your new name into the ISA dated January 1, 1995 and amended on July 15, 1997.

By signing at the appropriate space below and returning this letter to our office, you agree to amend the Intermittent Services Agreement to include *Waste Management Industrial Services, Inc.* within the term "Contractor" as used in the ISA dated January 1, 1995 and amended on July 15, 1997.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to K. Kelly Mitchell, Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Very truly yours,

Handwritten signature of K. Kelly Mitchell.
K. Kelly Mitchell
Legal Assistant

AGREED AND ACCEPTED:

Waste Management Industrial Services, Inc.

By: Handwritten signature of Randy Kruger.

Printed Name: Randy KrugerTitle: Region PresidentDate: September 12, 1997



LEGAL DEPARTMENT

K. KELLY MITCHELL
LEGAL ASSISTANT

July 15, 1997

Mr. Randy Kruger
Rust Industrial Cleaning Services, Inc.
1980 N. Highway 146
La Porte, TX 77572

Re: Intermittent Services Agreement
Koch Pipeline Company, L.P.; Koch Hydrocarbon Company; Koch Materials Company; Koch Nitrogen Company; Koch Refining Company, L.P.;

Dear Mr. Kruger:

Your company has executed an Intermittent Services Agreement dated January 1, 1995 with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose the addition of Koch Hydrocarbon Southeast, Inc. and K/D Promix, L.L.C. to your Intermittent Services Agreement.

By signing at the appropriate space below and returning this letter to our office, you agree to amend the Intermittent Services Agreement to include the following Koch companies:

Koch Pipeline Company, L.P.; Koch Hydrocarbon Company; Koch Materials Company;
Koch Nitrogen Company; Koch Refining Company, L.P.;
Koch Hydrocarbon Southeast, Inc.; K/D Promix, L.L.C.;

I will contact your insurance agency to have them complete the Exhibit C (certificate of insurance) reflecting this amendment so that all the correct Koch companies will be named as certificate holders and scheduled properly on the required endorsements.

JUL 18 1997 3:31PM

KOCH LEGAL/WICHITA 31682858032 =>

31682 NO. 0994

P. 3 #3/3

JUL-18-97 FRI 02:38 PM KOCH LEGAL DEPT

FAX NO. 316 828 7664

P. 03/03

JUL 18 1997 02:38 PM KOCH LEGAL DEPT

FAX NO. 316 828 7664

P. 03/03

Rust Industrial Cleaning Services, Inc.
Amendment Letter - Interim Services Agreement
7/16/97
Page 4

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to K. Kelly Mitchell, Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Very truly yours,

K. Kelly Mitchell
K. Kelly Mitchell
Legal Assistant

KKM

AGREED & ACCEPTED:

Koch Pipeline Company, L.P.;
Koch Hydrocarbon Company;
Koch Materials Company;
Koch Nitrogen Company;
Koch Refining Company, L.P.;
Koch Hydrocarbon Services, Inc.;
K/D Promix, L.L.C.;

By: *Ken Dayton*
Printed Name: Ken Dayton
Title: Dist. Manager
Date: 7-18-97

AGREED & ACCEPTED:

Rust Industrial Cleaning Services, Inc.

By: *Randy Kruger*
Printed Name: Randy Kruger
Title: Region President
Date: July 16, 1997

INTERMITTENT SERVICES AGREEMENT

Date: January 1, 1995Contractor RUST INDUSTRIAL CLEANING SERVICES, INC.

Area **KOCH GATHERING SYSTEMS, INC.; KOCH HYDROCARBON COMPANY; KOCH MATERIALS COMPANY; KOCH NITROGEN COMPANY; KOCH PIPELINE, INC.; AND KOCH REFINING COMPANY**

PARTIES

1. It is hereby agreed **KOCH GATHERING SYSTEMS, INC.; KOCH HYDROCARBON COMPANY; KOCH MATERIALS COMPANY; KOCH NITROGEN COMPANY; KOCH PIPELINE, INC.; AND KOCH REFINING COMPANY** (referred to as "Company") and **RUST INDUSTRIAL CLEANING SERVICES, INC.** (referred to as "Contractor"), whose business address is 806 Hoods Creek Pike, P. O. Box 1900, Ashland, KY 41105-1900 Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

(if applicable) NOT APPLICABLE

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each MONTH (name desired billing period - e.g., week, month or thirty days) during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Final payment shall be made within thirty days of the date of receipt by Company of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions which may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type to the extent provided for in the Indemnity portion of this Agreement; *THAT*
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases the employee shall be considered an employee of an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and insuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all ~~workmanship materials~~ ~~shall be new and workmanship shall be~~ of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material which shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services which are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following unless such liability, loss or destruction results from the sole negligence or willful acts of Company:

a. All tools, machinery, equipment and appliances which are owned by Contractor or loaned or leased by Contractor by others than Company and which are not to be incorporated into the completed work; and,

b. All personal property of Contractor's employees; unless whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the sole negligence of Company, its employees or agents.

INDEMNITY AND INSURANCE

~~12. Contractor shall defend, protect, indemnify and save Company, Koch Industries, Inc. and any company of which Koch Industries, Inc. owns or controls fifty percent or more of the shares entitled to vote at a general election of directors (collectively referred to for purposes of this Paragraph 12 as "Company") harmless from and against all claims, demands, lawsuits, causes of action, penalties, fines, administrative law actions and orders, expenses (including but not limited to attorney's fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, regardless of whether such harm is to Contractor, Company, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Company harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, penalties, fines, administrative law actions and orders, costs, expenses and causes of action which result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Company, its agents, employees or officers, except Contractor shall not be liable for loss or damage resulting from the sole (100%) negligence of Company. Contractor further agrees to pay Company for damages to Company's property and to indemnify, defend and hold it harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Company's property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this contract including, but not limited to taxes, penalties, fines, interest, liens or encumbrances which result from the concurrent or contributing negligence of any person or entity, which may include Company, its agents, employees or officers.~~

12. In general, Contractor hereby agrees to indemnify and save harmless Company and its present and future officers or directors (or officials), employees, agents, affiliate corporations, subsidiaries and parent, if any, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of actions, suits and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violations of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, to the proportional extent same is directly caused by, or arises out of breach of any term or condition of this Agreement by Contractor, or any negligent or willful act or omission of Contractor or its employees or subcontractors in the performance of the Agreement.

13. Contractor shall maintain at its own cost and expense such insurance as will protect it from all claims for damages to persons and to property which may arise from any operations under this contract or any subcontracts related to this contract. Contractor shall maintain during the entire term of this Contract insurance policies within minimum limits of coverage all as set forth on Exhibit B which is made a part hereof by reference. Prior to commencing work Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such General Liability insurance shall name Company as an additional insured, solely as respects liability arising from work performed by Contractor.

GENERAL PROVISIONS

- 14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.
- 15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.
- 16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.
- 17. This agreement comprises the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, which are not merged into this agreement or superseded by it.
- 18. If Contractor should be adjudged as bankrupt, or it should make a general assignment for the benefit of creditors, or if a receiver should be appointed for Contractor, or it should refuse or fail to supply competent supervision or enough properly skilled people or proper material or disregard laws, rules or regulations applicable to the work, or otherwise violate any provision of this agreement, then Company shall have the right to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method it may deem appropriate.
- 19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement. Such bond shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.
- 20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.
- 21. Company does not guaranty an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance it shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.
- 22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.
- 23. Contractor warrants and represents that all of Contractor's employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

TERM

24. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

~~CONTRACTOR~~
 By Thomas Weingart
 Title GROUP PRESIDENT
 Date 1-10-95

~~COMPANY~~
 By Ray J. Mack
 Title Koch Nitrogen - VP - Operations (CEO)
 Date 1-19-95

~~CONTRACTOR'S~~
 WITNESS
 By Kisa B. Culp
 Date 1-10-95

~~COMPANY'S~~
 WITNESS
 By Terrence J. Sawyer
 Date 1-19-95

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as agreement), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as alternate employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 85 or CG 00 01 11 88) with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 ~~If work to be performed by Contractor is on or near any railroad property, Coverage for such operations naming Railroad as an additional insured, unless coverage is provided under Railroad Protective Liability insurance—Section 1.7.~~
- 1.2.2 Contractual Liability, insuring the liabilities assumed under the Indemnity and Insurance Section of the agreement, inclusive of XCU exposure (1.2.4 below) if applicable, but excluding coverage for taxes and patent infringement.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned and hired vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance will include contractual liability insuring the indemnification provisions contained in this contract but excluding coverage for taxes.
- 1.4 ~~Aircraft Liability Insurance—If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than \$10,000,000 for bodily injury and property damage (including, passenger) liability.~~
- 1.5 ~~Hull and Machinery Insurance covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include Collision Liability Insurance with limits no less than \$5,000,000.00.~~
- 1.6 ~~Protection and Indemnity Insurance—If marine work is to be performed under the agreement, Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than five million dollars (\$5,000,000.00) per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above. Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.~~
- 1.7 ~~Railroad Protective Liability—If work is to be performed on or near any railroad property, and protection is not afforded under 1.2.1 above, Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000.00 per occurrence, \$6,000,000.00 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the easement premises by Contractor.~~
- 1.8 The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.
- 2.0 **Policy Endorsements**
- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, and 1.6 hereof shall name Company as an additional insured solely with respect to operations performed by Contractor under the agreement and shall be primary to and not in excess of or contributory with any other insurance available to Company.
- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 **Waiver of Subrogation - This requirement applicable to Workers Compensation Insurance.**

4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.

4.2 ~~The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against the Company and an assignment of statutory lien, if applicable.~~

4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against the Company.

5.0 If the Work is performed on a footage, lump-sum or maximum cost basis, the cost of the above insurance shall be borne by Contractor.

6.0 If work is performed on a cost plus fee basis or for change order work Company will reimburse Contractor for the cost of such insurance up to the minimum limits prescribed in Section 1.0 above. Reimbursement of insurance costs under a cost plus fee contract and change order will be determined as follows:

6.1 Worker's Compensation Manual rates applied to field labor subject to Contractor's Experience Modification (not to exceed 1.00) applicable for entire contract period as identified in proposal and further subject to the premium discount schedule applicable in the state where the Work is to be performed.

6.2 Commercial General Liability rates To Be Identified in Contractor's Proposal applied to field labor only.

6.3 Automobile Liability Insurance borne by Contractor.

6.4 Aircraft Liability Insurance borne by Contractor.

6.5 Hull and Machinery Insurance borne by Contractor.

6.6 Protection and Indemnity Insurance borne by Contractor.

6.7 Railroad Protective Liability Insurance borne by Contractor.

7.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement.

INTERMITTENT SERVICE AGREEMENT ("Agreement")

Effective Date: June 6, 2012
Agreement Number: 1200412-A

Contractor: Anderson Pollution Control, Inc.

PARTIES

This Agreement is by and between: Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC, Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC, Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC, Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC, Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC, Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP, Koch Pipeline Company, L.P.

(hereinafter collectively called "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and Anderson Pollution Control, Inc. (hereinafter called "Contractor"), whose business address is 2407 Albright Drive, Houston, TX 77017.

WORK AND TERM

1. Contractor will, as an independent contractor, directly or indirectly, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company and as agreed to by Contractor from time to time during the term of this Agreement (collectively, "Work") in conformity with the terms of this Agreement. Company does not guarantee an offer of Work to Contractor during the term of this Agreement. Company and Contractor agree, however, that any Work will be performed under the terms of this Agreement. As used herein, "Contractor Group" shall mean Contractor, its subcontractors and their respective employees, subcontractors, agents, representatives and invitees.

2. This Agreement shall be effective as of the date first above written and shall continue in effect thereafter until terminated by either party upon 30 days advance written notice to the other party; provided however that any termination by Contractor will be subject to Company's acceptance of any then pending or ongoing Work. In addition, Company may terminate any particular Work at any time for any reason, subject to payment of compensation (as detailed herein) for Work properly completed.

BILLING AND PAYMENT

3. Company shall compensate Contractor for Work at the rates mutually agreed upon by the parties from time to time for the applicable Work. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which Work is performed. Contractor shall furnish, upon demand, any records relating to the statement prior to or after payment by Company.

4. Company shall pay Contractor within thirty (30) days after the later of the following: (i) Company's receipt of the statement described above, or (ii) Company's acceptance of the applicable Work and Company's receipt of satisfactory evidence ("Lien Release") that all expenses and costs for materials and labor, relating to the applicable Work, have been fully paid by Contractor Group and the premises upon which the Work is performed, and any structures thereon, are not subject to liens, or claims of liens, of any kind. Company shall have the right to withhold payment to Contractor until completion and acceptance of the applicable Work and its receipt of the Lien Release. Contractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the Work. In the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims and deduct the amount thereof from amounts payable to Contractor. Payments made under this Agreement shall not constitute full or partial acceptance of the Work, or any part of the Work, by Company.

PERFORMANCE OF WORK

5. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the Work.

6. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the Work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the Work, and shall submit proof thereof to Company.

7. Contractor shall perform the Work:

- (a) In a workmanlike manner using qualified, efficient and careful workers;
- (b) In accord with all plans, drawings and specifications;
- (c) In compliance with Company's safety rules and policies (including, without limitation, background check policies as allowed by applicable law);
- (d) In a manner to protect the Work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- (e) So as not to interfere with the operations of others on the premises; and
- (f) Under the supervision of an employee of Contractor.

If an employee, supplied by Contractor Group, is determined, or deemed, to be a borrowed servant (under applicable law), Contractor's obligations under this Agreement shall continue regardless of such characterization.

Contractor shall be responsible for the safety of Contractor Group. In addition, as relating to Contractor Group's activities hereunder, Contractor shall have full authority and responsibility to identify all hazardous conditions at the worksite. To the extent Contractor Group becomes aware of a hazardous condition caused by the employees, facilities and/or equipment of Company, Contractor shall immediately notify Company of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Company. To the extent such hazardous condition is caused by the employees, facilities and/or equipment of Contractor Group, Contractor shall immediately (i) remedy such hazardous condition, to the extent relating to such employees, facilities and/or equipment, (ii) cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Contractor; and (iii) notify Company of such hazardous condition.

8. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the Work. Company may inspect the Work at any time during the progress of the Work, and Contractor Group shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the Work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective Work or Company may have the Work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

9. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this Agreement shall be permitted unless approval is given by Company in writing.

10. Contractor guarantees the Work against defects in workmanship and material that shall appear within one year following final acceptance of the applicable Work by Company, and Contractor shall promptly remedy all such defects to the satisfaction of Company in its reasonable discretion. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

11. Contractor Group shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction. This includes, but is not limited to, maintaining an OSHA 300 log, if required by law. Contractor shall notify Company (and provide details as requested by Company) as soon as reasonably possible in the event any accident or other event occurs during the course of the Work that involves non-compliance by Contractor Group with any applicable laws, regulations, ordinances, or rules.

12. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: all tools, machinery, equipment, appliances and personal property that are owned by Contractor Group or loaned to or leased by Contractor Group and that are not to be incorporated into the completed Work, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

13. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and hold Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors, managers, partners, and employees (collectively, "Indemnitees") harmless from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character (collectively, "Claims/Liabilities") arising out of or in any way incident to any of the Work, including,

without limitation, Claims/Liabilities relating to personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor Group, Indemnitees or any other person or entity. The duty to defend, protect, indemnify and hold Indemnitees harmless referred to in the preceding sentence shall include, without limitation, Claims/Liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees or their agents, except Contractor shall not be liable under this Paragraph for Claims/Liabilities resulting from the sole negligence of Indemnitees. Contractor's obligations under this Section shall survive the termination, revocation or expiration of this Agreement.

INSURANCE

14. Contractor shall maintain during the entire term of this Agreement insurance policies within minimum limits of coverage all as set forth on Exhibit A, which is made a part hereof by reference. Prior to commencing Work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance evidencing such insurance. Such insurance shall name Company as an additional insured (to the fullest extent permitted by law) in accordance with the requirements of Exhibit A, with such additional insured endorsements providing coverage for Company with respect to liability arising out of the Work (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of Contractor. Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

CONFIDENTIALITY

15. (a) Contractor recognizes and acknowledges that Company may directly or indirectly furnish to Contractor Group certain information regarding Company's or its affiliates' business operations in order to allow Contractor to perform the Work, which information Company considers confidential and/or proprietary, and that Contractor Group may develop or discover information arising from or relating to the Work. Any such information furnished by Company and/or developed or discovered by Contractor Group shall be collectively referred to in this Agreement as the "Confidential Information"; provided, however, that "Confidential Information" shall not include (i) information that is at the time of disclosure, development, or discovery hereunder, or subsequently becomes, within the public knowledge generally through no fault of Contractor Group; (ii) information that Contractor Group can show was known to it (on a non-confidential basis) as of the time of disclosure, development, or discovery hereunder, independent of anything relating to Company or its affiliates or to the Work; and (iii) information that Contractor Group can show was obtained lawfully (on a non-confidential basis) from a third party (independent of anything relating to Company or its affiliates or to the Work) that itself obtained the information lawfully and through no fault of Contractor Group, subsequent to the time of disclosure, development, or discovery hereunder.

(b) Contractor shall keep the Confidential Information confidential, and shall not disclose all or any part of the Confidential Information to any third party (except as may be compelled by a court or other tribunal, and only then after giving Company reasonable notice and opportunity to object). Contractor may disclose Confidential Information only to (i) those of its directors, officers, and employees who reasonably require access to the Confidential Information for purposes of performing the Work, and (ii) those members of the Contractor Group authorized by Company to have access to the Confidential Information; Contractor shall remain obligated to Company to ensure that such persons receiving any of the Confidential Information treat it in accordance with the terms of this Agreement. Contractor agrees that the Confidential Information shall not be used by Contractor Group for any purpose other than providing the Work. Contractor shall limit duplication of Confidential Information to only the number of copies reasonably required for performing the Work. Upon receipt of a written request from Company, Contractor Group shall, within 20 days after such request and at Company's sole option, (i) return, or provide, as the case may be, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. Notwithstanding the above, Contractor may retain one copy of the Confidential Information for archival purposes; provided that such copy shall remain subject to this provision for as long as it is retained by Contractor. Contractor's duties under this provision shall survive the termination, revocation, or expiration of this Agreement.

TITLE

16. (a) Contractor Intellectual Property. Contractor Group has created or acquired (unrelated to its Work) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, the "Contractor Intellectual Property"); provided, however, that "Contractor Intellectual Property" shall not include any of the foregoing created expressly by or on behalf of Contractor Group for Company. Contractor Group shall

retain all ownership rights in the Contractor Intellectual Property. Company shall acquire no right or interest in the Contractor Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. Contractor agrees that the term "Contractor Intellectual Property," as used herein, shall not include any of Company's Confidential Information, the Deliverables (defined below) hereunder, or Company's tangible or intangible property, and Contractor shall have no ownership rights in such property.

(b) Ownership of Deliverables. Except for Contractor Intellectual Property that is licensed to Company in this subparagraph, and except for any material not created or owned by Contractor Group, all deliverables or work product produced for Company hereunder (such items, subject to the exceptions stated above in this sentence, shall be referred to as the "Deliverables") will be Company's exclusive property. As and when any Deliverable is delivered to Company, the ownership of such Deliverable shall immediately vest in Company. Contractor hereby assigns or shall cause the other members of Contractor Group to assign to Company all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. To the fullest extent possible, each Deliverable is intended to be a work for hire under all applicable copyright laws. Contractor shall execute and deliver, at Company's request, all documents necessary for Company to establish and maintain such rights in and to the Deliverables. If any Contractor Intellectual Property is contained in any of the Deliverables, Contractor hereby grants or shall cause the other members of Contractor Group to grant Company a worldwide, royalty-free, non-exclusive, transferable, irrevocable, and perpetual license to use and copy (and distribute in connection with such permitted use) the Contractor Intellectual Property in connection with the use of the Deliverables.

GENERAL PROVISIONS

17. This Agreement may not be assigned (whether by operation of law or otherwise) in whole or in part by Contractor without the prior written consent of Company. Any assignment in violation of this provision shall be void.

18. Contractor may not subcontract any of the Work without the prior written consent of Company. Contractor shall bind each permitted subcontractor hereunder by a contract incorporating the terms of this Agreement, which shall expressly provide for Company as a third party beneficiary under such subcontractor contract. Contractor shall be responsible for all acts and omissions of Contractor Group, including their compliance with this Agreement.

19. If "Company," as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to Work performed for such entity.

20. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

21. This Agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, relating to the subject matter hereof, that are not merged into this Agreement or superseded by it. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

22. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this Agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this Agreement and may upon the giving of written notice terminate this Agreement, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the Work by whatever method Company may deem appropriate.

23. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this Agreement, or otherwise guaranteeing Contractor's obligations under this Agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

24. Company shall have the right, at any reasonable time and from time to time, to audit and copy any and all records, documents and other data to the extent pertaining to this Agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

25. Contractor shall comply with and be subject to the most recent substance abuse policy issued by Koch Industries, Inc. (or Company, as applicable). All employees of Contractor Group shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor Group perform Work related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have

contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable. With respect to equal employment opportunity and affirmative action compliance, Contractor shall, as applicable, comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof, and Contractor shall provide Company with documentation demonstrating compliance with such requirements upon the request of Company. Contractor Group will comply with all obligations under 8 CFR 274a.2, and assure the identity and employment eligibility of any employee of Contractor Group who performs the Work, and Contractor certifies that it will comply with all record keeping requirements under such regulation.

26. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this Agreement by Contractor Group, all of Contractor Group's personnel have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor Group's records in order to assure compliance with this paragraph.

27. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the Agreement shall be enforceable as though the void or unenforceable provision did not exist.

28. The parties understand and acknowledge that no member of Contractor Group is an agent or employee of Company or has the authority to obligate or bind Company in any way without the express written permission of an appropriate officer of Company. Contractor further agrees and acknowledges that no member of Contractor Group is eligible for Company's employee benefit, equity or profit sharing programs. Contractor further understands and acknowledges that (as between Contractor Group and Company) Contractor Group is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to wages and benefits paid to its (or its subcontractors') employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the parties, administrative agencies, or the courts.

29. This Agreement may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

30. This Agreement shall be governed by the laws of the jurisdiction where the facility is located for which the applicable Work is performed (without regard to any choice-of-laws principles of such jurisdiction) unless specifically agreed otherwise.

31. Contractor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Contractor (i) certifies that no representative, agent or attorney of Company has represented, expressly or otherwise, that Company would not, in the event of litigation, seek to enforce the foregoing waiver, and (ii) acknowledges that Company has been induced to enter into this Agreement by, among other things, the waiver and certification in this Paragraph.

32. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

So agreed as of the Effective Date written above.

"COMPANY" (as defined above)
Koch Pipeline Company, L.P.

By Authorized Individual



Printed Name Dave Elrod

Date 6/20/12

"CONTRACTOR" (as defined above)
Anderson Pollution Control, Inc.

By 

Tommy Anderson
(Printed Name)

Title President

Date 6/17/2012

"COMPANY" (as defined above)

**Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC,
Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC,
Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC,
Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC,
Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC,
Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP**

By: Wade D. Marguard

Printed Name: Wade D. Marguard

Title: Treasurer

Date: 6/18/2012

**Exhibit A
Insurance Requirements
Intermittent Service Agreement 1200412-A**

- 1.0 Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO forms CG 00 01 07 98, CG 00 01 10 01, or CG 00 01 12 04, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed Operations coverage.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured (to the fullest extent permitted by law):
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93);
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include the following features:
- 1.3.1 Contractual Liability coverage.
- 1.3.2 Pollution Liability Endorsement MCS-90, if applicable.
- 1.3.3 Additional Insured Endorsement as specified in 2.2 below, to the extent Contractor performs services on Company's site using vehicles.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the Agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the Agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the Agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.

- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Pollution Liability Insurance** - If required by Company, Contractor shall provide and maintain the following insurances: Contractor's Pollution Liability Insurance with coverage for (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and (c) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the Work. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the Work is completed. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss and \$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance may be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

- 1.9 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.8 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:
- (i) Name Company as an additional insured with respect to Work performed for Company (to the fullest extent permitted by law), with such additional insured endorsement providing coverage for Company with respect to liability arising out of the Work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them);
 - (ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
 - (iii) Acknowledge that in no event will Company's insurance (including but not limited to any SIR or deductible) be considered "other insurance" under the terms of Contractor's policies.
- 3.0 **Evidence of Insurance** - Contractor shall, before commencing Work, provide Company with a certificate satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 To the fullest extent permitted by law, Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this Agreement.
- 4.2 To the fullest extent permitted by law, the insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and, if applicable, an assignment of statutory lien.
- 4.3 To the fullest extent permitted by law, any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.
- 6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under this Agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this Agreement. **ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.**

**INTERMITTENT SERVICE AGREEMENT
("Agreement")**

Effective Date: June 6, 2012
Agreement Number: 1200412-A

Contractor: Anderson Pollution Control, Inc.

PARTIES

This Agreement is by and between: Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC, Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC, Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC, Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC, Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC, Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP, Koch Pipeline Company, L.P.

(hereinafter collectively called "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and Anderson Pollution Control, Inc. (hereinafter called "Contractor"), whose business address is 2407 Albright Drive, Houston, TX 77017.

WORK AND TERM

1. Contractor will, as an independent contractor, directly or indirectly, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company and as agreed to by Contractor from time to time during the term of this Agreement (collectively, "Work") in conformity with the terms of this Agreement. Company does not guarantee an offer of Work to Contractor during the term of this Agreement. Company and Contractor agree, however, that any Work will be performed under the terms of this Agreement. As used herein, "Contractor Group" shall mean Contractor, its subcontractors and their respective employees, subcontractors, agents, representatives and invitees.

2. This Agreement shall be effective as of the date first above written and shall continue in effect thereafter until terminated by either party upon 30 days advance written notice to the other party; provided however that any termination by Contractor will be subject to Company's acceptance of any then pending or ongoing Work. In addition, Company may terminate any particular Work at any time for any reason, subject to payment of compensation (as detailed herein) for Work properly completed.

BILLING AND PAYMENT

3. Company shall compensate Contractor for Work at the rates mutually agreed upon by the parties from time to time for the applicable Work. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which Work is performed. Contractor shall furnish, upon demand, any records relating to the statement prior to or after payment by Company.

4. Company shall pay Contractor within thirty (30) days after the later of the following: (i) Company's receipt of the statement described above, or (ii) Company's acceptance of the applicable Work and Company's receipt of satisfactory evidence ("Lien Release") that all expenses and costs for materials and labor, relating to the applicable Work, have been fully paid by Contractor Group and the premises upon which the Work is performed, and any structures thereon, are not subject to liens, or claims of liens, of any kind. Company shall have the right to withhold payment to Contractor until completion and acceptance of the applicable Work and its receipt of the Lien Release. Contractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the Work. In the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims and deduct the amount thereof from amounts payable to Contractor. Payments made under this Agreement shall not constitute full or partial acceptance of the Work, or any part of the Work, by Company.

PERFORMANCE OF WORK

5. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the Work.

6. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the Work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the Work, and shall submit proof thereof to Company.

7. Contractor shall perform the Work:

- (a) In a workmanlike manner using qualified, efficient and careful workers;
- (b) In accord with all plans, drawings and specifications;
- (c) In compliance with Company's safety rules and policies (including, without limitation, background check policies as allowed by applicable law);
- (d) In a manner to protect the Work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- (e) So as not to interfere with the operations of others on the premises; and
- (f) Under the supervision of an employee of Contractor.

If an employee, supplied by Contractor Group, is determined, or deemed, to be a borrowed servant (under applicable law), Contractor's obligations under this Agreement shall continue regardless of such characterization.

Contractor shall be responsible for the safety of Contractor Group. In addition, as relating to Contractor Group's activities hereunder, Contractor shall have full authority and responsibility to identify all hazardous conditions at the worksite. To the extent Contractor Group becomes aware of a hazardous condition caused by the employees, facilities and/or equipment of Company, Contractor shall immediately notify Company of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Company. To the extent such hazardous condition is caused by the employees, facilities and/or equipment of Contractor Group, Contractor shall immediately (i) remedy such hazardous condition, to the extent relating to such employees, facilities and/or equipment, (ii) cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Contractor; and (iii) notify Company of such hazardous condition.

8. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the Work. Company may inspect the Work at any time during the progress of the Work, and Contractor Group shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the Work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective Work or Company may have the Work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

9. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this Agreement shall be permitted unless approval is given by Company in writing.

10. Contractor guarantees the Work against defects in workmanship and material that shall appear within one year following final acceptance of the applicable Work by Company, and Contractor shall promptly remedy all such defects to the satisfaction of Company in its reasonable discretion. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above described warranty of Contractor.

11. Contractor Group shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction. This includes, but is not limited to, maintaining an OSHA 300 log, if required by law. Contractor shall notify Company (and provide details as requested by Company) as soon as reasonably possible in the event any accident or other event occurs during the course of the Work that involves non-compliance by Contractor Group with any applicable laws, regulations, ordinances, or rules.

12. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: all tools, machinery, equipment, appliances and personal property that are owned by Contractor Group or loaned to or leased by Contractor Group and that are not to be incorporated into the completed Work, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

13. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and hold Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors, managers, partners, and employees (collectively, "Indemnitees") harmless from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character (collectively, "Claims/Liabilities") arising out of or in any way incident to any of the Work, including,

without limitation, Claims/Liabilities relating to personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor Group, Indemnitees or any other person or entity. The duty to defend, protect, indemnify and hold Indemnitees harmless referred to in the preceding sentence shall include, without limitation, Claims/Liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees or their agents, except Contractor shall not be liable under this Paragraph for Claims/Liabilities resulting from the sole negligence of Indemnitees. Contractor's obligations under this Section shall survive the termination, revocation or expiration of this Agreement.

INSURANCE

14. Contractor shall maintain during the entire term of this Agreement insurance policies within minimum limits of coverage all as set forth on Exhibit A, which is made a part hereof by reference. Prior to commencing Work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance evidencing such insurance. Such insurance shall name Company as an additional insured (to the fullest extent permitted by law) in accordance with the requirements of Exhibit A, with such additional insured endorsements providing coverage for Company with respect to liability arising out of the Work (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them). All self-insured retentions ("SIRs") and deductibles shall be the responsibility of Contractor. Contractor agrees that such insurance shall not be subject to any SIRs unless specifically consented to in writing by Company. The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this Agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

CONFIDENTIALITY

15. (a) Contractor recognizes and acknowledges that Company may directly or indirectly furnish to Contractor Group certain information regarding Company's or its affiliates' business operations in order to allow Contractor to perform the Work, which information Company considers confidential and/or proprietary, and that Contractor Group may develop or discover information arising from or relating to the Work. Any such information furnished by Company and/or developed or discovered by Contractor Group shall be collectively referred to in this Agreement as the "Confidential Information"; provided, however, that "Confidential Information" shall not include (i) information that is at the time of disclosure, development, or discovery hereunder, or subsequently becomes, within the public knowledge generally through no fault of Contractor Group; (ii) information that Contractor Group can show was known to it (on a non-confidential basis) as of the time of disclosure, development, or discovery hereunder, independent of anything relating to Company or its affiliates or to the Work; and (iii) information that Contractor Group can show was obtained lawfully (on a non-confidential basis) from a third party (independent of anything relating to Company or its affiliates or to the Work) that itself obtained the information lawfully and through no fault of Contractor Group, subsequent to the time of disclosure, development, or discovery hereunder.

(b) Contractor shall keep the Confidential Information confidential, and shall not disclose all or any part of the Confidential Information to any third party (except as may be compelled by a court or other tribunal, and only then after giving Company reasonable notice and opportunity to object). Contractor may disclose Confidential Information only to (i) those of its directors, officers, and employees who reasonably require access to the Confidential Information for purposes of performing the Work, and (ii) those members of the Contractor Group authorized by Company to have access to the Confidential Information; Contractor shall remain obligated to Company to ensure that such persons receiving any of the Confidential Information treat it in accordance with the terms of this Agreement. Contractor agrees that the Confidential Information shall not be used by Contractor Group for any purpose other than providing the Work. Contractor shall limit duplication of Confidential Information to only the number of copies reasonably required for performing the Work. Upon receipt of a written request from Company, Contractor Group shall, within 20 days after such request and at Company's sole option, (i) return, or provide, as the case may be, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. Notwithstanding the above, Contractor may retain one copy of the Confidential Information for archival purposes; provided that such copy shall remain subject to this provision for as long as it is retained by Contractor. Contractor's duties under this provision shall survive the termination, revocation, or expiration of this Agreement.

TITLE

16. (a) Contractor Intellectual Property. Contractor Group has created or acquired (unrelated to its Work) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, the "Contractor Intellectual Property"); provided, however, that "Contractor Intellectual Property" shall not include any of the foregoing created expressly by or on behalf of Contractor Group for Company. Contractor Group shall

retain all ownership rights in the Contractor Intellectual Property. Company shall acquire no right or interest in the Contractor Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. Contractor agrees that the term "Contractor Intellectual Property," as used herein, shall not include any of Company's Confidential Information, the Deliverables (defined below) hereunder, or Company's tangible or intangible property, and Contractor shall have no ownership rights in such property.

(b) Ownership of Deliverables. Except for Contractor Intellectual Property that is licensed to Company in this subparagraph, and except for any material not created or owned by Contractor Group, all deliverables or work product produced for Company hereunder (such items, subject to the exceptions stated above in this sentence, shall be referred to as the "Deliverables") will be Company's exclusive property. As and when any Deliverable is delivered to Company, the ownership of such Deliverable shall immediately vest in Company. Contractor hereby assigns or shall cause the other members of Contractor Group to assign to Company all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. To the fullest extent possible, each Deliverable is intended to be a work for hire under all applicable copyright laws. Contractor shall execute and deliver, at Company's request, all documents necessary for Company to establish and maintain such rights in and to the Deliverables. If any Contractor Intellectual Property is contained in any of the Deliverables, Contractor hereby grants or shall cause the other members of Contractor Group to grant Company a worldwide, royalty-free, non-exclusive, transferable, irrevocable, and perpetual license to use and copy (and distribute in connection with such permitted use) the Contractor Intellectual Property in connection with the use of the Deliverables.

GENERAL PROVISIONS

17. This Agreement may not be assigned (whether by operation of law or otherwise) in whole or in part by Contractor without the prior written consent of Company. Any assignment in violation of this provision shall be void.

18. Contractor may not subcontract any of the Work without the prior written consent of Company. Contractor shall bind each permitted subcontractor hereunder by a contract incorporating the terms of this Agreement, which shall expressly provide for Company as a third party beneficiary under such subcontractor contract. Contractor shall be responsible for all acts and omissions of Contractor Group, including their compliance with this Agreement.

19. If "Company," as defined above, includes more than one entity, Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to Work performed for such entity.

20. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

21. This Agreement and any subsequent amendments comprise the entire agreement between Company and Contractor with respect to the subject matter hereof, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, relating to the subject matter hereof, that are not merged into this Agreement or superseded by it. No amendment to this Agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

22. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this Agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this Agreement and may upon the giving of written notice terminate this Agreement, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the Work by whatever method Company may deem appropriate.

23. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this Agreement, or otherwise guaranteeing Contractor's obligations under this Agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

24. Company shall have the right, at any reasonable time and from time to time, to audit and copy any and all records, documents and other data to the extent pertaining to this Agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

25. Contractor shall comply with and be subject to the most recent substance abuse policy issued by Koch Industries, Inc. (or Company, as applicable). All employees of Contractor Group shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor Group perform Work related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have

contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable. With respect to equal employment opportunity and affirmative action compliance, Contractor shall, as applicable, comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof, and Contractor shall provide Company with documentation demonstrating compliance with such requirements upon the request of Company. Contractor Group will comply with all obligations under 8 CFR 274a.2, and assure the identity and employment eligibility of any employee of Contractor Group who performs the Work, and Contractor certifies that it will comply with all record keeping requirements under such regulation.

26. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this Agreement by Contractor Group, all of Contractor Group's personnel have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor Group's records in order to assure compliance with this paragraph.

27. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the Agreement shall be enforceable as though the void or unenforceable provision did not exist.

28. The parties understand and acknowledge that no member of Contractor Group is an agent or employee of Company or has the authority to obligate or bind Company in any way without the express written permission of an appropriate officer of Company. Contractor further agrees and acknowledges that no member of Contractor Group is eligible for Company's employee benefit, equity or profit sharing programs. Contractor further understands and acknowledges that (as between Contractor Group and Company) Contractor Group is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to wages and benefits paid to its (or its subcontractors') employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the parties, administrative agencies, or the courts.

29. This Agreement may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

30. This Agreement shall be governed by the laws of the jurisdiction where the facility is located for which the applicable Work is performed (without regard to any choice-of-laws principles of such jurisdiction) unless specifically agreed otherwise.

31. Contractor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Contractor (i) certifies that no representative, agent or attorney of Company has represented, expressly or otherwise, that Company would not, in the event of litigation, seek to enforce the foregoing waiver, and (ii) acknowledges that Company has been induced to enter into this Agreement by, among other things, the waiver and certification in this Paragraph.

32. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

So agreed as of the Effective Date written above.

"COMPANY" (as defined above)
Koch Pipeline Company, L.P.

By Authorized Individual



Printed Name Dave Elrod

Date 6/20/12

"CONTRACTOR" (as defined above)
Anderson Pollution Control, Inc.

By 

Title President
(Printed Name)

Date 6/17/2012

"COMPANY" (as defined above)

**Flint Hills Resources Beatrice, LLC, Flint Hills Resources Chemical Intermediates, LLC,
Flint Hills Resources Corpus Christi, LLC, Flint Hills Resources Fairbank, LLC,
Flint Hills Resources Iowa Falls, LLC, Flint Hills Resources Menlo, LLC,
Flint Hills Resources Odessa, LLC, Flint Hills Resources Pine Bend, LLC,
Flint Hills Resources Polymers, LLC, Flint Hills Resources Port Arthur, LLC,
Flint Hills Resources Shell Rock, LLC, Flint Hills Resources, LP**

By: Wade D. Marguard

Printed Name: Wade D. Marguard

Title: Treasurer

Date: 6/18/2012

Exhibit A
Insurance Requirements
Intermittent Service Agreement 1200412-A

- 1.0 Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO forms CG 00 01 07 98, CG 00 01 10 01, or CG 00 01 12 04, with standard exclusions "a" through "o", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed Operations coverage.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured (to the fullest extent permitted by law):
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93);
 - (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97); or
 - (iii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 10 01).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include the following features:
- 1.3.1 Contractual Liability coverage.
- 1.3.2 Pollution Liability Endorsement MCS-90, if applicable.
- 1.3.3 Additional Insured Endorsement as specified in 2.2 below, to the extent Contractor performs services on Company's site using vehicles.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the Agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the Agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the Agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.

1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.

1.8 **Pollution Liability Insurance** - If required by Company, Contractor shall provide and maintain the following insurances: Contractor's Pollution Liability Insurance with coverage for (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and (c) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the Work. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the Work is completed. Contractor shall maintain limits no less than Pollution Legal Liability: **\$5,000,000 per loss** and **\$5,000,000 annual aggregate**.

Note: Coverage for Contractor's Pollution Liability Insurance may be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

1.9 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.8 above may be satisfied with a combination of primary and Umbrella/Excess Insurance, such policies naming Company as additional insured.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Sections 1.2, 1.3, 1.4, 1.5, 1.6, 1.8 and 1.9 hereof, as well as any Excess/Umbrella insurance coverage available to Contractor, shall:

- (i) Name Company as an additional insured with respect to Work performed for Company (to the fullest extent permitted by law), with such additional insured endorsement providing coverage for Company with respect to liability arising out of the Work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor Group, Company, third parties, or the agents, employees, or officers of any of them);
- (ii) Be primary to and not in excess of or contributory with any other insurance available to Company; and
- (iii) Acknowledge that in no event will Company's insurance (including but not limited to any SIR or deductible) be considered "other insurance" under the terms of Contractor's policies.

3.0 **Evidence of Insurance** - Contractor shall, before commencing Work, provide Company with a certificate satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 To the fullest extent permitted by law, Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this Agreement.

4.2 To the fullest extent permitted by law, the insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and, if applicable, an assignment of statutory lien.

4.3 To the fullest extent permitted by law, any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under this Agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this Agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.



Eagle Construction &
Environmental Services, LP
414 FM 1103
Cibolo, Texas 78108

January 7, 2009

Kin Gerold
Koch Pipeline Company, LP
PO Box 64596
St. Paul, MN 55164

**Re: Self Certification Of Oil Spill Equipment Deployment / Exercise, "Annual Revision"
USCG OSRO Certification No. 0085**

Ms. Gerold:

The National Preparedness for Response Exercise Program (PREP) sets guidelines to address exercise requirements for Oil Spill Removal Organizations (OSRO). In keeping with these guidelines and being identified in **Koch Pipeline Company, LP** Response Plan, **Eagle** is obligated to deploy a representative sample of each piece of response equipment listed in our inventory. Each item has been deployed and exercised in the environment in which it was intended to operate.

Eagle has deployed, either in training or during actual spills, a piece of Oil Spill Response Equipment that will represent all of the items listed in our response inventory. This includes but is not limited to various company owned pumps, booms, boats and excavation equipment.

The actual deployments/exercises in 2007 were as follows:

ACTUAL DEPLOYMENTS

Texas Divisions

- January 2007-Eagle responded to a 1,500 gallon jet fuel release at the San Antonio International Airport. 1000 feet of containment boom, skimmers, sorbents and vacuum trucks were used to remove the product.
- March 2007-Eagle responded to a train derailment in west Texas that resulted in an oil spill in a river. Eagle deployed 500 feet of containment boom to control the oil. A vacuum truck was used to remove the oil.

- May 2007-Eagle responded to an oil spill that impacted a cooling tower at a power plant in San Antonio, TX. Containment boom was used to control the spread of the oil. Vacuum trucks and sorbents were utilized to remove the oil.
- July 2007-Eagle responded to a 7,000 bbl jet fuel spill in Huntsville TX. Eagle deployed 3000 feet of boom and built underflow dams to control the release that impacted over 4 miles of Turkey Creek. 15 vacuum trucks and 5 drum skimmers were used to remove the fuel. 50 frac tanks were used to stage the fuel prior to disposal.
- August 2007-Eagle responded to an oil spill at an East Texas power plant. Oil from the impacted the lake. 1,000 feet of containment boom was used to control the oil.
- September 2007-Eagle deployed 1,000 feet of containment boom in the water intakes of a power plant near San Antonio, TX. The boom was kept in place during construction at the power plant. Eagle maintained the boom during the two month project.
- September 2007-Eagle deployed 500 feet of containment boom north of Tulsa, Oklahoma to control oil from that was released during the floods in the area. Sorbents were used to remove the oil.
- October 2007-Eagle responded to 1,000 bbl fuel release from a pipeline in south east Texas. Eagle utilized 200 feet of containment boom and trac hoes to control the release of product.
- December 2007-Eagle deployed 1,500 feet of containment boom on Lake Worth in Lake Worth, Texas to contain diesel fuel leaking from a boat that had begin to sink.

Ohio Division

- January 2007-Eagle responded to an unknown amount of oil released in Akron, OH that migrated through drainage tiles into a retention pond. Cleanup crews deployed over 2,000 feet of containment boom as well as 1,000 feet of absorbent materials. In addition, 2 vacuum trucks, 2 drum skimmers and boats were used in the effort.
- March 2007-Eagle deployed 1,600 feet of containment/absorbent boom in Toledo, OH to contain a diesel fuel spill in the Ottawa River. Eagle responded with a Hi-Rail vacuum truck, frac tanks, boats and an excavator to remove the oil from the frozen river.
- May 2007-Eagle responded to Willard, OH to a 2,000 gallon fuel spill. The spill was contained with containment/absorbent booms and underflow dams. The fuel was removed with vacuum trucks and 2 drum skimmers

Louisiana Division

- August 2007-Eagle responded to a gas well blowout. Eagle deployed 1,000 feet of containment boom to control the released liquids from the well.

EXCERCISES

- January 2007-Eagle took part in a spill drill a fuel storage facility in Fort Worth. A “worst case scenario” was discussed during the event.
- March 2007-Eagle deployed 2,000 feet of containment boom during a “worst case scenario” spill drill at a fuel storage facility in San Antonio, TX. State and local officials attended the full-scale drill.
- April 2007-Eagle attended a table top spill drill in east Texas for a pipeline company. The drill involved all the surrounding fire departments and city and state officials.
- May 2007-Eagle attended a table top drill scenario and contractor orientation for a petro-chemical company in Findlay, OH.
- October 2007-Eagle participated in a “worst case discharge scenario” for a petro-chemical company in Waco, TX. In addition to the Waco location, discussions were made for the facilities in San Antonio, Austin, and Fort Worth, Texas.
- November 2007-Eagle attended a table top spill drill in Sweetwater, TX for a pipeline company. The drill involved a “worst case scenario” release of product on the local water supply.

Other responses have occurred that fulfill the PREP requirements and documentation is available upon request. Eagle maintains documentation to verify testing and maintenance of all spill response equipment. All response personnel are trained to CFR 1910.120 and certificates are available upon request.

Please feel free to contact me at (210) 566-8366, toddj@ecesi.com, or on my cell phone at (b) (6) (b) (6) if I can be of any further assistance.

In the event of an emergency, please call (800) 336-0909.

Sincerely,

Eagle Construction and Environmental Services, LP



Todd Johnson
Corporate Emergency Response Manager

Oil Spill Response Equipment Inventory

Ft. Worth Division

Containment Boom:

4000 feet of More Boom 18-inch boom - *pre loaded on two trailers 1000' each*
400 feet of More Boom 10 inch boom
200 feet of More Boom 6-inch mini boom

Oil Skimmers:

Douglas Engineering, Skim Pac Mod. 18000 vacuum skimmer
Folex vacuum skimmer
3- Elastec single/double barrel drum skimmers (15-75 gpm)

Boats:

(2) Lowe 16 foot jon boat with 25-hp outboard motor
(3) Alumacraft 16 foot jon boat with 25-hp outboard motor
Generation 3, 18 foot flat bottom boat with 35-hp outboard motor

Frac Tanks:

(2) 1993 Herring frac tank
(9) 1993 VE Enterprises frac tank
(1) 1999 Modern Mfg. frac tank
(2) 1998 Frontier 500 bbl frac tank
(2) 1999 shop built skid mounted 8000 gallon tank

Vacuum Trailer and Trucks:

(1) 1991 130 BBL vacuum trailer
(1) 130 bbl 2000 Pioneer vacuum trailer
(1) 130 bbl 1990 Indou vacuum trailer
(1) 100 bbl 1985 Keith Huber vacuum trailer
(1) 100 bbl 1987 Keith Huber vacuum trailer
(1) 60 bbl 1977 Mack RS 686ST vacuum truck
(1) 60 bbl 1991 Kenworth T800 vacuum truck

Ft. Worth Division - Continued

Oil Spill Response Trailer:

Absorbent boom	Life jackets
Absorbent pads	Peat moss absorbent
Assorted hand tools	Pollution cans
Banner tape	Poly debris bags - 6 mil.
Boat oars	Poly sheeting - 6 mil.
Bow saws	PPE
Chain saws	Propane pear burners
Chest waders	Propane tanks
Decon solution	Pump sprayers
Dip nets	Rope
Fiber pearl absorbent	Universal boom couplers
Fire extinguishers	Wash pumps and hose
Flash lights	Weed eaters
Fuel cans	Wooden stakes
Leaf blowers	

Bulk absorbents and additional supplies are stored in the Ft. Worth warehouse for rapid deployment.

OFFICE LOCATIONS

Corporate Office:	9701 East I-20 Eastland, Texas 76448 Phone: (254) 629-1718 Fax: (254) 629-8625	Contact: Marc Walraven E-Mail: marcw@ecesi.com Cell: (b) (6)
<hr/>		
Fort Worth Office:	9204 Highway 287 N.W. Fort Worth, Texas 76131 Phone: (817) 847-1333 Fax: (817) 306-8086	Contact: JT Ponder E-mail: jtponder@ecesi.com Cell: (b) (6)
<hr/>		
La Porte Office:	1700 North E Street La Porte, Texas 77571 Phone: (281) 867-9131 Fax: (281) 867-9150	Contact: Reggie Grimes E-mail: reggieg@ecesi.com Cell: (b) (6)
<hr/>		
San Antonio Office:	414 FM1103 Cibolo, Texas 78108 Phone: (210) 566-8366 Fax: (210) 566-6247	Contact: Mark Anderson E-mail: marka@ecesi.com Cell: (b) (6)
<hr/>		
Louisiana Office:	10049 Industriplex Gonzales, Louisiana 70737 Phone: (225) 677-7877 Fax: (225) 677-5474	Contact: Mark Allen E-mail: markallen@ecesi.com Cell: (b) (6)
<hr/>		
Ohio Office:	3820 Ventura Drive Findlay, Ohio 45840 Phone: (419) 425-5845 Fax: (419) 425-5851	Contact: John Seifert E-mail: johns@ecesi.com Cell: (b) (6)
<hr/>		
Tennessee Office:	1877 S. Roane Street Harriman, Tennessee 37748 Phone: (865) 882-7717 Fax: (865) 882-7719	Contact: David Dyer E-mail: davidd@ecesi.com Cell: (b) (6)
<hr/>		
Corporate Emergency Response Manager-Todd Johnson (210) 566-8366 office, (b) (6) cell toddj@ecesi.com		



KOCH RISK MANAGEMENT SERVICES

MICHELLE P. BUTTERFIELD
MANAGER, CONTRACT RISK

September 7, 2006

Ms. Bobbie Risner
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Via Email: floughner@garner-es.com

Re: Amendment to Intermittent Services Agreement #9500691-A

Dear Ms. Risner:

Your company currently has in effect an Intermittent Services Agreement dated June 14, 1995, as amended, (herein, the "Agreement") with Flint Hills Resources, LP, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP. The purpose of this amendment letter is as discussed below:

We understand that your company also will be providing work/services for **Koch Fertilizer Canada, Ltd.** Thus, we propose amending the term "Company", as that term is defined in the Agreement, to include all of the following companies:

Flint Hills Resources, LP, Koch Fertilizer Canada, Ltd., Koch Nitrogen Company, Koch Pipeline Company, L.P.,
Koch Supply & Trading, LP

Under this proposed amendment letter, any future work/services performed by your company for Company, will be done pursuant to the Agreement dated June 14, 1995, as amended. All other terms and conditions of the Agreement would remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modifications stated above.

If you agree with this amendment letter, please sign in the appropriate space below, and return this letter to Michelle P. Butterfield, Manager, Contract Risk, Koch Risk Management, P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax at (316) 828-9726.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

Michelle P. Butterfield
Manager, Contract Risk

Federal ID No.: 76-0134613
By: Otis Chambers
Printed Name: Otis Chambers
Title: Executive Vice President
Date: September 7, 2006



CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

October 12, 2005

Via Facsimile: 281-479-0283

Ms. Bobbie Risner
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Agreement #9500691-A

Dear Ms. Risner:

Your company currently has in effect an Agreement dated June 14, 1995 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP. The purpose of this letter is as discussed below:

In connection with the sale by Koch Materials Company ("KMC") of certain of its asphalt assets on May 31, 2005, KMC has been removed from and is no longer a party to this Agreement, effective June 1, 2005. For the avoidance of doubt the terms of this Agreement will continue to apply to any event or occurrence on before June 1, 2005.

Also, due to divestitures, any of the following companies also parties to the Agreement may be removed: Chemical Petroleum Exchange, Inc., K.C. Asphalt, L.L.C. d/b/a Koch Performance Asphalt Company, Koch Waterproofing Solutions, Inc., Materials Transportation Services, Inc., NK Asphalt Partners, d/b/a Koch Asphalt Solutions – Southwest.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

If you have any questions, please call me at (316) 828-5675.

Sincerely,

A handwritten signature in cursive script that reads "Bill Burgin".

Bill Burgin


CONTRACTUAL RISK MANAGEMENT
MICHELLE P. BUTTERFIELD
 CRM Legal Assistant

August 31, 2005

Via Facsimile: 281-478-0296

 Mr. Otis Chambers
 Garner Environmental Services, Inc.
 1717 W. 13th St.
 Deer Park, TX 77536

Re: Amendment to Intermittent Services Agreement #9500691-A

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement dated June 14, 1995, as amended (herein, the "Agreement") with Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.. The purpose of this amendment letter is as discussed below:

We understand that your company also will be providing work/services for Koch Supply & Trading, LP. Thus, we propose amending the term "Company", as that term is defined in the Agreement, to include all of the following companies:

Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.,
Koch Supply & Trading, LP

Under this proposed amendment letter, future work/services performed by your company for Company, will be done pursuant to the Agreement dated June 14, 1995, as amended. All other terms and conditions of the Agreement would remain in full force and effect.

A request has been forwarded to your insurance company to provide a current insurance certificate incorporating the modifications stated above.

If you agree with this amendment letter, please sign in the appropriate space below, and return this letter to Michelle P. Butterfield, Legal Assistant, Koch Risk Management, P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax at (316) 828-9726.

Sincerely,

 Michelle P. Butterfield
 Legal Assistant

Enclosures

 AGREED AND ACCEPTED:
 Garner Environmental Services, Inc.

 Federal ID No: 76-01346113
 By: Otis Chambers
 Printed Name: OTIS CHAMBERS
 Title: Executive Vice President
 Date: 08/31/05



June 28, 2005

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Partial Termination and Amendment of Agreement 9500691-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

Dear Mr. Chambers:

As you know, your company currently has in effect an Agreement, dated **June 14, 1995** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL and KUSC. The sale of KHL and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), currently scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL and KUSC. Accordingly, we hereby advise you that, effective on the Effective Date, KHL and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective on the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Materials Company, Koch Nitrogen Company, Koch Pipeline Company, L.P.

Because KHL and KUSC will no longer be parties to the Agreement, you may delete KHL and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL and KUSC will no longer be parties to the Agreement after the Effective Date, KHL and KUSC, under their new ownership, may want you to continue providing services to KHL and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

May 21 03 10:29a

GARNER - LEGAL DEPARTMENT 281 479 0283

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LEGAL DEPARTMENT

May 9, 2003

LYNDA L. WENINGER
LEGAL ASSISTANTVIA FACSIMILE: 281-478-0296

Mr. Otis Chambers

Garner Environmental Services, Inc.

1717 W. 13th St.

Deer Park, Texas 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
 Flint Hills Resources, LP Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, LP, Koch Materials Company
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Underground Storage Company

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated June 14, 1995, as amended April 25, 1997; December 19, 2001; and March 27, 2003, with the above referenced companies. The purpose of this letter is to amend Exhibit B-Insurance Requirements to add a new Paragraph 1.9, as further defined below:

Koch proposes to amend the ISA to add the following language to Exhibit B-Insurance Requirements as a new Paragraph 1.9:

1.9 Pollution Liability Insurance - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 316/828-6587 • FAX 316/828-7664

281 478 0296

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Garner Environmental Services, Inc.
May 9, 2003
Page 2

advance of any cancellation or change to the insurance coverages shown on the certificate.
Contractor shall maintain limits no less than Pollution Legal Liability: ~~\$5,000,000~~ per loss and ~~\$1,000,000~~ annual aggregate.

*\$1m
OC*

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated June 14, 1995, the amendments dated April 25, 1997; December 19, 2001; and March 27, 2003, and this amendment dated May 9, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.



Lynda L. Weninger
I.S.A. Legal Assistant

By: *Otis Chambers*
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 5/21/03

Enclosures

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Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement 9500691-A

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer. Contractor shall require its insurer or insurance agent to provide, as requested by Company, Contractor's Experience Modification Rating (EMR).
- 1.2 **Commercial General Liability Insurance**, which shall be at least as broad as the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 02 96, with standard exclusions "a" through "n", or ISO CG 00 01 07 98 with standard exclusions "a" through "o", with a minimum combined single limit of \$3,000,000 per occurrence for bodily injury and property damage and a \$3,000,000 aggregate each for the general policy and the products/completed operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include one of the following endorsements naming Company as an additional insured:
- (i) Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93); or
- (ii) Additional Insured - Owners, Lessees or Contractors Scheduled Person or Organization Endorsement (CG 20 10 03 97).
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than \$5,000,000 for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include Collision Liability Insurance with limits no less than \$5,000,000.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than \$5,000,000 per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000 per occurrence, \$6,000,000 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

May 21 03 10:30a

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- 1.9 Pollution Liability Insurance** - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: \$7,000,000 per loss and \$1,000,000 annual aggregate. *Jim OC*

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days. Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:

- i) Name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and
- ii) Be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

- 5.0 All self-insured retentions ("SIRs") and deductibles shall be the responsibility of and to the account of Contractor; Contractor agrees that such insurance shall not be subject to any SIRs, unless specifically consented to in writing by Company.

- 6.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

APR.28.2003 16:31 281 478 0296

GARNER ENVIRONMENTAL
FAX NC

#1384 P.002/004

Y. 01/10

APR-04-03 FRI 11:03 AM

LEGAL

38210



LEGAL DEPARTMENT

April 4, 2003

LYNDA L. WENINGER
LEGAL ASSISTANT

Via Facsimile: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, Texas 77536

Re: Intermittent Services Agreement 9500691-A
Exhibit A - Rates

Dear Mr. Chambers:

Attached to the rate schedule is a "Field Service Terms and Conditions" (copy attached). The purpose of this letter is merely to clarify that Exhibit A - Rate Sheet is being provided to Koch for pricing purposes only, and that the page titled "Field Service Terms and Conditions" is not a part of the ISA and its other exhibits and attachments.

If this letter is an accurate statement of Garner Environmental Services, Inc.'s understanding, please indicate your acceptance by signing where indicated and return a copy to me as soon as possible. This letter will become a part of the ISA.

If you have any questions regarding this matter, please do not hesitate to call. Thank you.

Respectfully,

AGREED AND ACCEPTED
Garner Environmental Services, Inc.

Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Name: Otis Chambers, Ex V-P
Dated: 4/28/03

APR.28.2003 16:31 281 478 0296

GARNER ENVIRONMENTAL

#1384 P.003/004

APR-21-03 MON 03:44 PM

LEGAL

FAX NO

316828210

F. 02/00



LEGAL DEPARTMENT

March 27, 2003

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, Texas 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
 Flint Hills Resources, LP Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, LP Koch Materials Company
 Koch Pipeline Company, L.P.

Dear Mr. Chambers:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated June 14, 1995, as amended April 25, 1997; and December 19, 2001, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding **Koch Nitrogen Company and Koch Underground Storage Company** to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated June 14, 1995, to include all of the following companies:

Flint Hills Resources, L.P. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon, L.P. Koch Materials Company
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Underground Storage Company

Under this proposed amendment letter, future work/services performed by Garner Environmental Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated June 14, 1995, the amendments dated April 25, 1997; December 19, 2001, and this amendment dated March 27, 2003.

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 316/828-6587 • FAX 316/828-7664

APR-21-03 MON 03:44 PM LEGAL

Garner Environmental Services, Inc.
March 27, 2003
Page 2

An amendment letter amending the Exhibit C, certificate of insurance, has been forwarded to your insurance company. If this proposed amendment is acceptable, please contact your agent and authorize him to sign the amendment letter.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

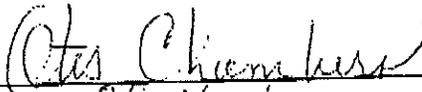
Sincerely,



Lynda L. Weninger
ISA Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

By: 
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 4/20/03



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 19, 2001

VIA FACSIMILE: 281-478-0296

Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Amendment to Intermittent Services Agreement 9500691-A
Koch Industries, Inc./affiliates/subsidiaries

Dear Mr. Chambers:

Garner Environmental Services, Inc. currently has in effect an Intermittent Services Agreement dated June 14, 1995 (as amended, if applicable) (the "ISA"), with the "Koch parties" to such ISA being listed as Koch Industries, Inc. and its various affiliates/subsidiaries. The purpose of this letter is to propose amending the ISA as detailed below.

Koch proposes that the term "Company," as used in the ISA, be amended to include the following listed entities (rather than Koch Industries, Inc. and its various affiliates and subsidiaries), effective with respect to work/services performed on or after January 1, 2002:

Diamond-Koch II, L.P.	Diamond-Koch III, L.P.
Koch Hydrocarbon, LP	Koch Materials Company
Koch Pipeline Company, L.P.	Koch Underground Storage Company
Koch Petroleum Group, L.P. (to be known as Flint Hills Resources, LP from and after January 1, 2002)	

(Please note- If you are aware of your company performing services under the ISA for entities other than those listed above, please advise, and we will discuss modifying this letter accordingly. Also, the parties could add additional entities in the future via amendments, if so desired.)

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, the term "Company," as used in the ISA, includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Garner Environmental Services, Inc.
December 19, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,

AGREED AND ACCEPTED:
Garner Environmental Services, Inc.

Geoff D. Baker

Geoff D. Baker
I.S.A. Administrator

By: *Otis Chambers*
Printed Name: Otis Chambers
Title: Executive Vice President
Date: 12/28/01

Enclosure



July 12, 2000

LEGAL DEPARTMENT

GEOFF D. BAKER
ISA ADMINISTRATOR

Via Facsimile: 281-478-0296
Mr. Otis Chambers
Garner Environmental Services, Inc.
1717 W. 13th St.
Deer Park, TX 77536

Re: Intermittent Services Agreement 9500691-A
Exhibit A - Rates

Dear Mr. Chambers:

We received an updated Rate Response Schedule for Intermittent Services Agreement 9500691-A dated June 14, 1995 (herein the "ISA"). Attached to the rate schedule there are Terms and Conditions included as part of the rate schedule. The purpose of this letter is merely to clarify that Exhibit A -- Rate Sheet is being provided to Koch for pricing purposes only, and that Terms and Conditions do not become a part of the ISA and its other exhibits and attachments.

If this letter is an accurate statement of Garner Environmental Services, Inc. understanding, please indicate your acceptance by signing where indicated and return a copy to me as soon as possible. This letter will become a part of the ISA.

If you have any questions regarding this matter, please do not hesitate to call. Thank you.

Respectfully,

A handwritten signature in cursive script that reads 'Geoff D. Baker'.

Geoff Baker
I.S.A. Administrator

AGREED AND ACCEPTED
Garner Environmental Services, Inc.

A handwritten signature in cursive script that reads 'Otis Chambers'.

Name:

Dated:

7-12-2000



LEGAL DEPARTMENT

K. KELLY MITCHELL
LEGAL ASSISTANT

April 25, 1997

VIA FACSIMILE: 713-920-1359
Garner Environmental Services
Attn: C.J. Nadeau
314 Allen Genoa Road
Houston, TX 77017

Re: **Intermittent Services Agreement
Koch Industries and/or All Affiliates**

Dear Mr. Nadeau :

Your company has executed an Intermittent Services Agreement (ISA) dated June 14, 1995 with the above referenced Koch companies. The purpose of this letter is to propose adding certain language to the agreement that would enable your company to be an Oil Spill Response Organization for us.

By signing the appropriate space below and returning this letter to our office, you agree to amend the Intermittent Services Agreement to include the following conditions under the "Special Conditions" section of the ISA:

"Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] _____ Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] _____ environment(s) in the following geographic location(s): [insert precise description of geographic location in which OSRO classification applies] _____
(SEE ATTACHED OSRO CLASSIFICATION LETTER)

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation."

APR-25-97 FRI 16:21

APR-25-1997 15:20

APR-25-97 FRI 11:09 AM

SERVICE ACCOUNTING

GARNER ENVIRONMENTAL

KOCH LEGAL DEPT

FAX NO. 316 928 5737

9281359

FAX NO. 316 928 7664

P. 09

P. 03

P. 02

If you agree with this amendment, please sign in the appropriate space below and return this letter to: K. Kelly Mitchell, ISA Administrator/Legal Department, P. O. Box 2256, Wichita, KS 67201, or by fax at (316)828-7664.

COMPANY
KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES

AGREED TO AND ACCEPTED ON THIS _____ DAY OF _____ 1997.

By: [Signature]
Printed Name: _____
Title: _____

CONTRACTOR
GARNER ENVIRONMENTAL SERVICES INC.

AGREED TO AND ACCEPTED ON THIS 25th DAY OF April, 1997.

By: [Signature]
Printed Name Nelson J. Fetgatter
Title: Vice-President

Very truly yours,

[Signature]
K. Kelly Mitchell
Legal Assistant/ISA Administrator

INTERMITTENT SERVICES AGREEMENTDate: 14 June 1995Contractor: GARNER ENVIRONMENTAL SERVICES**PARTIES**

1. It is hereby agreed KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES (referred to as "Company") and GARNER ENVIRONMENTAL SERVICES (referred to as "Contractor"), whose business address is 314 Allen Genoa Road, Houston, Texas 77017 that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each thirty-days (name desired billing period - e.g., week, month or thirty days) during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of receipt of Company of the statement described in paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions which may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and insuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material which shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services which are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

a. All tools, machinery, equipment and appliances which are owned by Contractor or loaned or leased by Contractor by others than Company and which are not to be incorporated into the completed work; and,

b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY AND INSURANCE

12. Contractor shall defend, protect, indemnify and save Company, Koch Industries, Inc. and any company of which Koch Industries, Inc. owns or controls fifty percent or more of the shares entitled to vote at a general election of directors (collectively referred to for purposes of this Paragraph 12 as "Company") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including but not limited to attorney's fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, regardless of whether such harm is to Contractor, Company, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Company harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action which result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Company, its agents, employees or officers, except Contractor shall not be liable for loss or damage resulting from the sole (100%) negligence of Company. Contractor further agrees to pay Company for damages to Company's property and to indemnify, defend and hold it harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Company's property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this contract including, but not limited to taxes, penalties, fines, interest, liens or encumbrances which result from the concurrent or contributing negligence of any person or entity, which may include Company, its agents, employees or officers.

13. Contractor shall maintain at its own cost and expense such insurance of a type and in the amounts as required by Company to insure Contractor's indemnification and other obligations under this agreement and which will protect Company from all claims for damages to persons and to property which may arise from any operations under this contract or any subcontracts related to this contract. Contractor shall maintain during the entire term of this Contract insurance policies within minimum limits of coverage all as set forth on Exhibit B which is made a part hereof by reference. Prior to commencing work Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement comprises the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, which are not merged into this agreement or superseded by it.

18. If Contractor should be adjudged as bankrupt, or it should make a general assignment for the benefit of creditors, or if a receiver should be appointed for Contractor, or it should refuse or fail to supply competent supervision or enough property skilled people or proper material or disregard laws, rules or regulations applicable to the work, or otherwise violate any provision of this agreement, then Company shall have the right to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method it may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement. Such bond shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guaranty an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance it shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy Issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that all of Contractor's employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

TERM

24. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY: KOCH INDUSTRIES, INC. AND/OR ALL AFFILIATES

CONTRACTOR: GARNER ENVIRONMENTAL SERVICES

By [Signature]
Title VICE President
Date 6-21-95

By [Signature]
Title Vice-President
Date 14 June 1995

COMPANY'S WITNESS

CONTRACTOR'S WITNESS

By [Signature]
Date 6/26/95

By [Signature]
Date 14 June 1995

6/20/95
[Signature]
rev. 5/95

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as agreement), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as alternate employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 85 or CG 00 01 11 88) with standard exclusions "a" through "n", with a minimum combined single limit of \$3,000,000 per occurrence for Bodily injury and Property Damage and a \$3,000,000 aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor is on or near any railroad property, Coverage for such operations naming Railroad as an additional insured, unless coverage is provided under Railroad Protective Liability insurance - Section 1.7.
- 1.2.2 Contractual Liability, insuring the liabilities assumed under the Indemnity and Insurance Section of the agreement, inclusive of XCU exposure (1.2.4 below) if applicable, but excluding coverage for taxes and patent infringement.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned and hired vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$3,000,000 per accident. This insurance will include contractual liability insuring the indemnification provisions contained in this contract but excluding coverage for taxes.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability insurance with a combined single limit of not less than \$10,000,000 for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than \$5,000,000.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than five million dollars (\$5,000,000) per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above. Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If work is to be performed on or near any railroad property, and protection is not afforded under 1.2.1 above, Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of \$2,000,000.00 per occurrence, \$6,000,000.00 aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the easement premises by Contractor.
- 1.8 The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.
- 2.0 **Policy Endorsements**
- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, and 1.6 hereof shall name Company as an additional insured with respect to operations performed under the agreement and shall be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of insurance** Contractor shall, before commencing work, provide Company with a certificate (see attached **Exhibit C**) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.
- 4.0 **Waiver of Subrogation**
- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against the Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against the Company.
- 5.0 If the Work is performed on a footage, lump-sum or maximum cost basis, the cost of the above insurance shall be borne by Contractor.
- 6.0 If work is performed on a cost plus fee basis or for change order work Company will reimburse Contractor for the cost of such insurance up to the minimum limits prescribed in Section 1.0 above. Reimbursement of insurance costs under a cost plus fee contract and change order will be determined as follows:
- 6.1 Worker's Compensation Manual rates applied to field labor subject to Contractor's Experience Modification (not to exceed 1.00) applicable for entire contract period as identified in proposal and further subject to the premium discount schedule applicable in the state where the Work is to be performed.
- 6.2 Commercial General Liability rates To Be Identified in Contractor's Proposal applied to field labor only.
- 6.3 Automobile Liability Insurance borne by Contractor.
- 6.4 Aircraft Liability Insurance borne by Contractor.
- 6.5 Hull and Machinery Insurance borne by Contractor.
- 6.6 Protection and Indemnity Insurance borne by Contractor.
- 6.7 Railroad Protective Liability Insurance borne by Contractor.
- 7.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement.

Date: 2/28/2008 Time: 11:00 PM To: @ 15043928977



CONTRACTUAL RISK MANAGEMENT

Second Request 02/20/08
Third Request 02/28/08

DIANE E. COOL
Contract Analyst

February 14, 2008

VIA FACSIMILE 504392-8977

Mr. Joseph Christiana
Oil Mop L.L.C.
P.O. Box 56951
New Orleans, LA 70156

Re: Amendment to Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon
Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP
Minnesota Pipe Line Company, LLC

Dear Mr. Christiana:

Oil Mop, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to amend the ISA as detailed below.

Due to an internal merger, Koch Energy, Inc. is now Koch Energy, LLC. We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to mean the following companies:

Flint Hills Resources, LP, Koch Energy, LLC, Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc.,
Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP,
Minnesota Pipe Line Company, LLC

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. will be done pursuant to the Agreement dated November 30, 1998, as previously amended, and this amendment dated February 14, 2008.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Diane Cool, Contract Analyst, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax to 316-828-9352.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

Diane Cool
Contract Analyst

Federal ID # 72-1347853
By:
Printed Name: Joseph J. Christiana
Title: Vice President
Date: 03-03-2008



January 31, 2006

VIA FACSIMILE: 504-392-8977

Oil Mop, L.L.C.
PO Box 56981
New Orleans, LA 70156

Re: Partial Termination and Amendment of Agreement 9700442-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

To Whom It May Concern:

As you know, your company currently has in effect an Agreement, dated **November 30, 1998** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL P and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL P and KUSC. The sale of KHL P and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL P and KUSC. Accordingly, we hereby advise you that, effective 30 days after the Effective Date, KHL P and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective 30 days after the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Because KHL P and KUSC will no longer be parties to the Agreement, you may delete KHL P and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL P and KUSC will no longer be parties to the Agreement beginning 30 days after the Effective Date, KHL P and KUSC, under their new ownership, may want you to continue providing services to KHL P and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL P and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL P and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL P and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

SENT BY: OMI;

MAR-19-03 WED 04:02

504 394 9677;

MAR-20 11:11AM;
FAX NO. 316 8287664PAGE 2/3
P. 02/06

LEGAL DEPARTMENT

March 19, 2003

LYNDA L. WENINGER
LEGAL ASSISTANTVIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Flint Hills Resources, LP
 Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon, LP
 Koch Pipeline Company, L.P.
 Minnesota Pipe Line Company
 Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Supply & Trading, LP

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999; February 9, 2001; February 22, 2001; December 11, 2001; February 11, 2002 and February 8, 2003, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding Koch Exploration Company, LLC, to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following companies:

Flint Hills Resources, LP	Koch Energy, Inc.
Koch Exploration Company, LLC	Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.	Koch Hydrocarbon, LP
Koch Nitrogen Company	Koch Pipeline Company, L.P.
Koch Supply & Trading, LP	Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated _____, and this amendment dated March 19, 2003.

SENT BY: OMI;

MAR-19-03 WED 04:22 PM

KOCH LEGAL

504 394 9677;

MAR-20 11:12AM;
FAX NO. 316 8287664

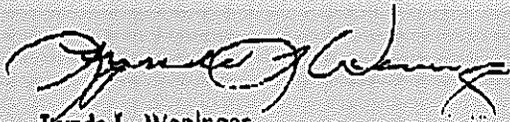
PAGE 3/3
P. 03/06

Oil Mop, L.L.C.
March 19, 2003
Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the addition of endorsements (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
ISA Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By: 
Printed Name: Mr. Bruce Bell
Title: Contact Administrator
Date: 3-20-03



LEGAL DEPARTMENT

MICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

February 8, 2003

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP, Koch Energy, Inc., Koch Fertilizer Storage and Terminal Company,
Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP, Koch Nitrogen Company,
Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, L.L.C. ("Contractor") currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended, with the above referenced Koch company(s). The purpose of this amendment is to amend the ISA to add a new paragraph, as further defined below:

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 26:

26. **CONFIDENTIALITY.** All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, as previously amended, and this amendment dated February 8, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, ISA Legal Assistant, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

Michelle P. Butterfield
ISA Legal Assistant

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By:
Printed Name: Bruce W. Bell
Title: Contract Administrator
Date: 2/14/03

SENT BY: OIL MOP LLC;

FEB-11-02 MON 12:43 PM KC LEGAL

504 561 9274;

FEB-13 9:38AM;

FAX NO. 316 864

PAGE 3/4
P. 02

LEGAL DEPARTMENT

LYNDA L. WEHNER
LEGAL ASSISTANT

February 11, 2002

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Supply & Trading, LP

Koch Energy, Inc.

Koch Hydrocarbon, LP
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended November 13, 2000; February 9, 2001; February 22, 2001 and December 11, 2001, with the above referenced Koch companies. It has been brought to our attention that your company's name is Oil Mop, L.L.C., rather than Oil Mop, a division of Nalty Environmental Services, L.L.C., as presently evidenced on the ISA. Koch proposes amending the term "Contractor" as that term is used in the ISA dated November 30, 1998, to include Oil Mop, L.L.C..

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendments dated November 13, 2000; February 9, 2001; February 22, 2001; December 11, 2001, and this amendment dated February 11, 2002.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

SENT BY: OIL MOP LLC;
FEB-11-02 MON 12:44 PM KC LEGAL

504 561 9274;

FEB-13 9:38AM;
FAX NO. 316 864

PAGE 4/4
P. 03

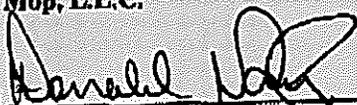
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator/Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, L.L.C.



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant



By: Donald D. Newby
Printed Name: Donald D. Newby

Title: President

Date: 2/13/02

DEC-13-01 THU 02:33 PM KOCH INDUSTRIES

FAX NO. 316/287664

P. 02/05



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 11, 2001

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P. Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, a division of Nalty Environmental Services, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

- (a.) Effective January 1, 2002, the term "Company" **shall not include** Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date; and
- (b.) With respect to work/services performed on or after January 1, 2002, the term "Company" **shall include** (in addition to the other entities referenced above) Koch Hydrocarbon, J.P., and Koch Supply & Trading, L.P.

Also, please note that effective January 1, 2002, Koch Petroleum Group, L.P. will be changing its name to Flint Hills Resources, L.P.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

Oil Mop, a division of Nalty Environmental Services, L.L.C.

December 5, 2001

Page 2

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,



Geoff D. Baker
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 

Printed Name: ALFRED BAKER

Title: SALES manager

Date: 12-12-01

SENT BY: OIL MOP LLC;
FEB-22-01 THU 01:10 PM

KOCH INDUSTRIES

504 561 9274;

MAR-20-01 10:18AM;

PAGE 2/2

FAX NO. 316/828-7664

P. 01/01



LEGAL DEPARTMENT

February 22, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700442-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Nalty:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Minnesota Pipe Line Company

All future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

AGREED & ACCEPTED:
Oil Mop, a division of Nalty Environmental Services, L.L.C.


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Printed Name: Donald Nalty
Title: President

SENT BY: OIL MOP LLC;

504 561 9274;

FEB-12-01 10:18AM;

PAGE 1/2

FEB-09-01 FRI 04:22 PM KOCH INDUSTRIES

FAX NO. 287664

P. 02



February 9, 2001

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of
Nalty Environmental Services, L.L.C.
145 Keating Drive
Belle Chasse, Louisiana 70037

Re: Amendment to Intermittent Services Agreement 9700442-A

K/D/S Promix, L.L.C.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Energy, Inc.
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Koch Fertilizer Storage and Terminal Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Minnesota Pipe Line Company to the ISA.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated August 2, 1999, and this amendment dated February 9, 2001.

SENT BY: OIL MOP LLC;
FEB-09-01 FRI 04:23 PM KOCH INDUSTRIES

504 561 9274;

FEB-12-01 10:18AM;

PAGE 2/2

FAX NO. 3287664

P. 03

Oil Mop, a division of
Natty Environmental Services, L.L.C.
February 9, 2001
Page 2

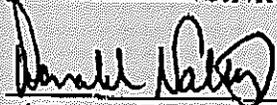
A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, a division of
Natty Environmental Services, L.L.C.


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: 
Printed Name: DONALD NATTY, JR.
Title: president
Date: 2-12-01

Enclosures

INTERMITTENT SERVICES AGREEMENT 9700442G-A

This Intermittent Services Agreement ("Agreement") is entered into this 13th day of November, 2000, but effective as of the date specified below, by and between:

(i.) **Oil Mop, a division of Nalty Environmental Services, L.L.C.** ("Contractor"); and

(ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700442-A dated November 30, 1998, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement");

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

"COMPANY"

**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

**Oil Mop, A Division of
Nalty Environmental Services, L.L.C.**

By: 
Printed Name: Donald Nalty, Jr.
Title: CEO
Date: 11/13/00



August 2, 1999

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 1-504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 K/D/S Promix, L.L.C. Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Energy Services Company (n/k/a Koch Energy, Inc.)
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding **Koch Operating Services Company** to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as **Koch Petroleum Group, L.P.**

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
 Koch Energy, Inc.
 Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, and this amendment effective August 2, 1999.

Oil Mop, a division of Nalty Environmental Services, L.L.C.

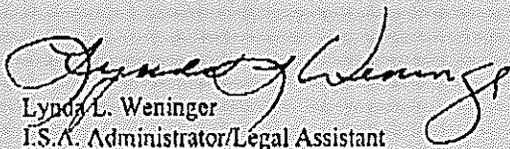
August 2, 1999

Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: Donald Nalty
Printed Name: DONALD NATLY, JR
Title: president
Date: 8-4-99

INTERMITTENT SERVICES AGREEMENT

Date: November 30, 1998 Contractor: Oil Mop, a Division of Nalty Environmental Services, L.L.C.
 Agreement Number: 9700442-A01

PARTIES

1. It is hereby agreed between:

- | | | |
|------|---|---|
| (i.) | Koch Energy Services Company
Koch Gateway Pipeline Company
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
K/D/S Promix, L.L.C. | Koch Fertilizer Storage and Terminal Company
Koch Gateway Pipeline, L.P.
Koch Hydrocarbon Southeast, Inc.
Koch Oil Company
Koch Refining Company, L.P. |
|------|---|---|

(such company or companies being collectively referred to hereinafter as "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and

- (ii.) Oil Mop, a division of Nalty Environmental Services, L.L.C.

(such company being referred to hereinafter as "Contractor"), whose business address is 145 Keating Drive, Belle Chase, Louisiana 70037; that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] E Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] INLAND, RIVERS AND CANALS environment(s) in the following geographic location(s) [insert precise description of geographic location in which OSRO classification applies], if Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement:
MSO NY/NJ, MSO PADUCAH, MSO MOBILE, MSO NEW ORLEANS, MSO MORGAN CITY, MSO GALVESTON,
MSO HOUSTON

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

- a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,
- b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent,

trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision. Contractor's duties under this paragraph survive the termination, revocation, or expiration of this agreement.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.
15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.
16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.
17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.
18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.
19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.
20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.
21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

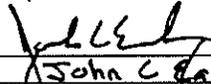
TERM

25. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date above written.

COMPANY

- Koch Energy Services Company
- Koch Fertilizer Storage and Terminal Company
- Koch Gateway Pipeline Company
- Koch Gateway Pipeline, L.P.
- Koch Hydrocarbon Company
- Koch Hydrocarbon Southeast, Inc.
- Koch Nitrogen Company
- Koch Oil Company
- Koch Pipeline Company, L.P.
- Koch Refining Company, L.P.
- K/D/S Promix, L.L.C.

By 

 (Printed Name) John C. Barley
 Title Vice President
 Date 1/29/99

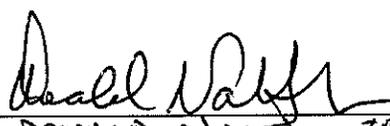
COMPANY'S WITNESS

By _____
 Date _____

LMR\5APACK\

CONTRACTOR

Oil Mop, a Division of Nalty Environmental Services, L.L.C.

By 

 (Printed Name) DONALD NALTY, JR.
 Title President
 Date 12-9-98

CONTRACTOR'S WITNESS

By 

 Date 12-10-98

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement
Agreement Number: 9700442-A01

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 96 with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:
- (i.) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement (CG 20 10 10 93) providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and;
 - (ii.) be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.

Date: 2/28/2008 Time: 11:00 PM To: @ 15043928977



CONTRACTUAL RISK MANAGEMENT

Second Request 02/20/08
Third Request 02/28/08

DIANE E. COOL
Contract Analyst

February 14, 2008

VIA FACSIMILE 504392-8977

Mr. Joseph Christiana
Oil Mop L.L.C.
P.O. Box 56951
New Orleans, LA 70156

Re: Amendment to Intermittent Services Agreement 9700442-A
Plint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon
Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP
Minnesota Pipe Line Company, LLC

Dear Mr. Christiana:

Oil Mop, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to amend the ISA as detailed below.

Due to an internal merger, Koch Energy, Inc. is now Koch Energy, LLC. We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to mean the following companies:

Plint Hills Resources, LP, Koch Energy, LLC, Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc.,
Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP,
Minnesota Pipe Line Company, LLC

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. will be done pursuant to the Agreement dated November 30, 1998, as previously amended, and this amendment dated February 14, 2008.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Diane Cool, Contract Analyst, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201, or via fax to 316-828-9352.

Sincerely,

[Handwritten signature]

Diane Cool
Contract Analyst

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

Federal ID # 72-1347853

By *[Signature]*
Printed Name Joseph J. Christiana
Title Vice President
Date 03-03-2008



January 31, 2006

VIA FACSIMILE: 504-392-8977

Oil Mop, L.L.C.
PO Box 56981
New Orleans, LA 70156

Re: Partial Termination and Amendment of Agreement 9700442-A for
Koch Hydrocarbon, LP and Koch Underground Storage Company

To Whom It May Concern:

As you know, your company currently has in effect an Agreement, dated **November 30, 1998** (as amended, if applicable) (hereinafter "Agreement"), with certain Koch companies, including Koch Hydrocarbon, LP and Koch Underground Storage Company (hereinafter "KHL P and KUSC"). On May 9, 2005, ONEOK, Inc. ("ONEOK") agreed to acquire KHL P and KUSC. The sale of KHL P and KUSC will be effective upon the closing of the transaction with ONEOK (the date of the closing referred to as, the "Effective Date"), scheduled for July 1, 2005.

The Agreement will not transfer with the sale of KHL P and KUSC. Accordingly, we hereby advise you that, effective 30 days after the Effective Date, KHL P and KUSC will no longer be parties to the Agreement and will be removed from the defined term "Company" in the Agreement. Additionally, effective 30 days after the Effective Date, the term "Company" in the Agreement will mean the following companies only:

Flint Hills Resources, LP, Koch Energy, Inc., Koch Exploration Company, LLC, Koch Hydrocarbon Southeast, Inc., Koch Nitrogen Company, Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Because KHL P and KUSC will no longer be parties to the Agreement, you may delete KHL P and KUSC as certificate holders on any future insurance certificates you provide under the Agreement. Please note that, except for the changes to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

Although KHL P and KUSC will no longer be parties to the Agreement beginning 30 days after the Effective Date, KHL P and KUSC, under their new ownership, may want you to continue providing services to KHL P and KUSC or their successor entity. If so, we anticipate that after the Effective Date, KHL P and KUSC or ONEOK will forward a replacement service agreement to you for your review and acceptance, or you can contact ONEOK directly by calling Delaine Kurth at (918) 588-7833. To the extent you are currently providing services to KHL P and KUSC, you should continue to provide those services after the Effective Date until further notice from KHL P and KUSC or ONEOK.

We appreciate your cooperation during this ownership change, and should you have any questions please feel free to contact me at 316-828-7872.

Sincerely,

A handwritten signature in cursive script that reads "Michelle P. Butterfield".

Michelle P. Butterfield
CRM Administrator

SENT BY: OMI;

MAR-19-03 WED 04:02

504 394 9677;

MAR-20 11:11AM;

FAX NO. 316 8287664

PAGE 2/3

P. 02/06



LEGAL DEPARTMENT

March 19, 2003

LYNDA L. WENINGER
LEGAL ASSISTANTVIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Flint Hills Resources, LP
 Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon, LP
 Koch Pipeline Company, L.P.
 Minnesota Pipe Line Company
 Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Supply & Trading, LP

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999; February 9, 2001; February 22, 2001; December 11, 2001; February 11, 2002 and February 8, 2003, with the above referenced companies. From time to time other affiliated companies may need your services. The purpose of this letter is to propose adding Koch Exploration Company, LLC, to the ISA.

We propose amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following companies:

Flint Hills Resources, LP	Koch Energy, Inc.
Koch Exploration Company, LLC	Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.	Koch Hydrocarbon, LP
Koch Nitrogen Company	Koch Pipeline Company, L.P.
Koch Supply & Trading, LP	Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated _____, and this amendment dated March 19, 2003.

SENT BY: OMI;

MAR-19-03 WED 04:22 PM

KOCH LEGAL

504 394 9677;

MAR-20 11:12AM;
FAX NO. 316 8287664

PAGE 3/3
P. 03/06

Oil Mop, L.L.C.
March 19, 2003
Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the addition of endorsements (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
ISA Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By: 
Printed Name: Mr. Bruce Bell
Title: Contact Administrator
Date: 3-20-03



LEGAL DEPARTMENT

MICHELLE P. BUTTERFIELD
LEGAL ASSISTANT

February 8, 2003

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP, Koch Energy, Inc., Koch Fertilizer Storage and Terminal Company,
Koch Hydrocarbon Southeast, Inc., Koch Hydrocarbon, LP, Koch Nitrogen Company,
Koch Pipeline Company, L.P., Koch Supply & Trading, LP, Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, L.L.C. ("Contractor") currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended, with the above referenced Koch company(s). The purpose of this amendment is to amend the ISA to add a new paragraph, as further defined below:

Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 26:

26. **CONFIDENTIALITY.** All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, as previously amended, and this amendment dated February 8, 2003.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, ISA Legal Assistant, Koch Legal Services, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

Michelle P. Butterfield
ISA Legal Assistant

AGREED AND ACCEPTED:
Oil Mop, L.L.C.

By:
Printed Name: Bruce W. Bell
Title: Contract Administrator
Date: 2/14/03

SENT BY: OIL MOP LLC;

FEB-11-02 MON 12:43 PM KC LEGAL

504 561 9274;

FEB-13 9:38AM;

FAX NO. 316 864

PAGE 3/4
P. 02

LEGAL DEPARTMENT

LYNDA L. WEHNER
LEGAL ASSISTANT

February 11, 2002

Mr. Donald Nalty
Oil Mop, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Intermittent Services Agreement 9700442-A
Flint Hills Resources, LP
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Supply & Trading, LP

Koch Energy, Inc.

Koch Hydrocarbon, LP
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended November 13, 2000; February 9, 2001; February 22, 2001 and December 11, 2001, with the above referenced Koch companies. It has been brought to our attention that your company's name is Oil Mop, L.L.C., rather than Oil Mop, a division of Nalty Environmental Services, L.L.C., as presently evidenced on the ISA. Koch proposes amending the term "Contractor" as that term is used in the ISA dated November 30, 1998, to include Oil Mop, L.L.C..

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Under this proposed amendment letter, future work/services performed by Oil Mop, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendments dated November 13, 2000; February 9, 2001; February 22, 2001; December 11, 2001, and this amendment dated February 11, 2002.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

SENT BY: OIL MOP LLC;
FEB-11-02 MON 12:44 PM KC LEGAL

504 561 9274;

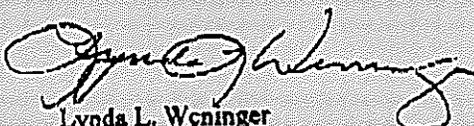
FEB-13 9:38AM;
FAX NO. 316 864

PAGE 4/4
P. 03

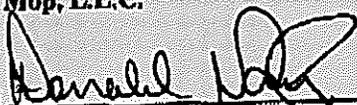
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator/Legal Assistant, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
Oil Mop, L.L.C.



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant



By: Donald D. Newby
Printed Name: Donald D. Newby
Title: President
Date: 2/13/02

DEC-13-01 THU 02:33 PM KOCH INDUSTRIES

FAX NO. 316/287664

P. 02/05



LEGAL DEPARTMENT

GEOFF D. BAKER
ISA Administrator

December 11, 2001

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P. Minnesota Pipe Line Company

Dear Mr. Nalty:

Oil Mop, a division of Nalty Environmental Services, L.L.C. currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

- (a.) Effective January 1, 2002, the term "Company" **shall not include** Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date; and
- (b.) With respect to work/services performed on or after January 1, 2002, the term "Company" **shall include** (in addition to the other entities referenced above) Koch Hydrocarbon, J.P., and Koch Supply & Trading, L.P.

Also, please note that effective January 1, 2002, Koch Petroleum Group, L.P. will be changing its name to Flint Hills Resources, L.P.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment-

Oil Mop, a division of Nalty Environmental Services, L.L.C.

December 5, 2001

Page 2

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Geoff D. Baker, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T4F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,



Geoff D. Baker
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 

Printed Name: ALFRED BAKER

Title: SALES manager

Date: 12-12-01

SENT BY: OIL MOP LLC;
FEB-22-01 THU 01:10 PM

KOCH INDUSTRIES

504 561 9274;

MAR-20-01 10:18AM;

PAGE 2/2

FAX NO. 316 87664

P. 01/01



LEGAL DEPARTMENT

February 22, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, LA 70156698

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700442-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Nalty:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 30, 1998 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Minnesota Pipe Line Company

All future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

AGREED & ACCEPTED:
Oil Mop, a division of Nalty Environmental Services, L.L.C.

Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Printed Name: Donald Nalty
Title: President

SENT BY: OIL MOP LLC;

504 561 9274;

FEB-12-01 10:18AM;

PAGE 1/2

FEB-09-01 FRI 04:22 PM KOCH INDUSTRIES

FAX NO. 287664

P. 02



February 9, 2001

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of
Nalty Environmental Services, L.L.C.
145 Keating Drive
Belle Chasse, Louisiana 70037

Re: Amendment to Intermittent Services Agreement 9700442-A

K/D/S Promix, L.L.C.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Energy, Inc.
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.
Koch Fertilizer Storage and Terminal Company

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, as amended August 2, 1999, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Minnesota Pipe Line Company to the ISA.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.
Minnesota Pipe Line Company

Under this proposed amendment letter, future work/services performed by Oil Mop, a division of Nalty Environmental Services, L.L.C. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, the amendment dated August 2, 1999, and this amendment dated February 9, 2001.

SENT BY: OIL MOP LLC;
FEB-09-01 FRI 04:23 PM

KOCH INDUSTRIES

504 561 9274;

FEB-12-01 10:18AM;

PAGE 2/2

FAX NO. 3287664

P. 03

Oil Mop, a division of
Natty Environmental Services, L.L.C.
February 9, 2001
Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

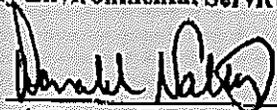
Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:
Oil Mop, a division of
Natty Environmental Services, L.L.C.

By: 
Printed Name: DONALD NATTY, JR.
Title: president
Date: 2-12-01

INTERMITTENT SERVICES AGREEMENT 9700442G-A

This Intermittent Services Agreement ("Agreement") is entered into this 13th day of November, 2000, but effective as of the date specified below, by and between:

- (i.) **Oil Mop, a division of Nalty Environmental Services, L.L.C.** ("Contractor"); and
- (ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700442-A dated November 30, 1998, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement");

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

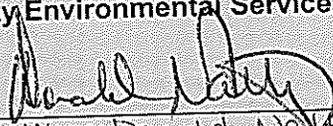
3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

"COMPANY"
**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"
**Oil Mop, A Division of
Nalty Environmental Services, L.L.C.**

By: 
Printed Name: Donald Nalty, Jr.
Title: CEO
Date: 11/13/00



August 2, 1999

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 1-504-392-8977

Mr. Donald Nalty, President
Oil Mop, a division of Nalty Environmental Services, L.L.C.
P. O. Box 56981
New Orleans, Louisiana 70156698

Re: Amendment to Intermittent Services Agreement 9700442-A
 K/D/S Promix, L.L.C. Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 Koch Energy Services Company (n/k/a Koch Energy, Inc.)
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Nalty:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 30, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding **Koch Operating Services Company** to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as **Koch Petroleum Group, L.P.**

Koch proposes amending the term "Company," as that term is used in the ISA dated November 30, 1998, to include all of the following Koch companies:

K/D/S Promix, L.L.C.
 Koch Energy, Inc.
 Koch Fertilizer Storage and Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 30, 1998, and this amendment effective August 2, 1999.

Oil Mop, a division of Nalty Environmental Services, L.L.C.

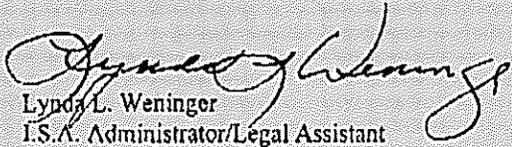
August 2, 1999

Page 2

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

AGREED AND ACCEPTED:

Oil Mop, a division of
Nalty Environmental Services, L.L.C.

By: 
Printed Name: DONALD NATLY, JR.
Title: president
Date: 8-4-99

Enclosures

INTERMITTENT SERVICES AGREEMENT

Date: November 30, 1998 Contractor: Oil Mop, a Division of Nalty Environmental Services, L.L.C.
 Agreement Number: 9700442-A01

PARTIES

1. It is hereby agreed between:

- | | | |
|------|---|---|
| (i.) | Koch Energy Services Company
Koch Gateway Pipeline Company
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
K/D/S Promix, L.L.C. | Koch Fertilizer Storage and Terminal Company
Koch Gateway Pipeline, L.P.
Koch Hydrocarbon Southeast, Inc.
Koch Oil Company
Koch Refining Company, L.P. |
|------|---|---|

(such company or companies being collectively referred to hereinafter as "Company"), whose business address is 4111 East 37th Street North, Wichita, Kansas 67220, and

- (ii.) Oil Mop, a division of Nalty Environmental Services, L.L.C.

(such company being referred to hereinafter as "Contractor"), whose business address is 145 Keating Drive, Belle Chase, Louisiana 70037; that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS:

Contractor represents and warrants that it is classified by the United States Coast Guard as a Class [insert the appropriate Class(es): A,B,C,D, and/or E] E Oil Spill Response Organization (OSRO) for [insert the appropriate environment(s), i.e. Great Lakes, inland, rivers and canals, or oceans] INLAND, RIVERS AND CANALS environment(s) in the following geographic location(s) [insert precise description of geographic location in which OSRO classification applies], if Contractor is not OSRO classified, attach a complete list and description of all response equipment, personnel and training that will be maintained and made available by Contractor during the term of this agreement:
MSO NY/NJ, MSO PADUCAH, MSO MOBILE, MSO NEW ORLEANS, MSO MORGAN CITY, MSO GALVESTON,
MSO HOUSTON

Upon telephone notification from Company, Contractor shall respond to any spill or release of oil or hazardous substance with the personnel and equipment specified by Company. Company may identify Contractor as an Oil Spill Response Organization in any facility response plan developed pursuant to the Federal Oil Pollution Act of 1990, or any state counterpart thereto, for any facility located in the geographic location(s) identified above. Contractor shall respond hereunder at the request of Company whether or not Company has identified Contractor in the particular facility's response plan. Contractor shall notify Company of any change in Contractor's OSRO classification [e.g. suspension or revocation or changes in class level(s), operating environment(s), or geographic location(s)] as soon as possible, but in no event more than five (5) calendar days after the effective date of such change, suspension, or revocation. If Contractor is not OSRO classified, Contractor shall notify Company within five (5) calendar days of any material change in response equipment or personnel availability and shall provide Company with an updated list and description of such resources.

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work; and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability whether insured or self-insured, for loss or destruction of or physical damage to the following:

- a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,
- b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent,

trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision. Contractor's duties under this paragraph survive the termination, revocation, or expiration of this agreement.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company, nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.
15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.
16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.
17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.
18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may upon the giving of written notice terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.
19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.
20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.
21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable; and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

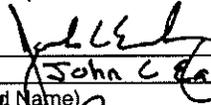
TERM

25. This agreement shall be effective as of the date above written and shall continue for a one year period following that date. At the end of the initial one year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date above written.

COMPANY

- Koch Energy Services Company
- Koch Fertilizer Storage and Terminal Company
- Koch Gateway Pipeline Company
- Koch Gateway Pipeline, L.P.
- Koch Hydrocarbon Company
- Koch Hydrocarbon Southeast, Inc.
- Koch Nitrogen Company
- Koch Oil Company
- Koch Pipeline Company, L.P.
- Koch Refining Company, L.P.
- K/D/S Promix, L.L.C.

By 

 (Printed Name) John C. Barley
 Title Vice President
 Date 1/29/99

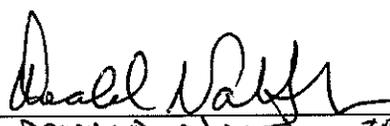
COMPANY'S WITNESS

By _____
 Date _____

LMR\5APACK\

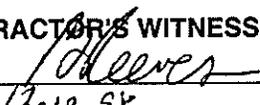
CONTRACTOR

Oil Mop, a Division of Nalty Environmental Services, L.L.C.

By 

 (Printed Name) DONALD NALTY, JR.
 Title President
 Date 12-9-98

CONTRACTOR'S WITNESS

By 

 Date 12-10-98

Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement
Agreement Number: 9700442-A01

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
- 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy ISO CG 00 01 11 88, CG 00 01 10 93, or CG 00 01 01 96 with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
- 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
- 1.2.2 Contractual Liability coverage.
- 1.2.3 Products and Completed operations.
- 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
- 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured.
- 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
- 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including, passenger) liability.
- 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
- 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board.
- 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
- 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

- 2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.
- 2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:
- (i.) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsement (CG 20 10 10 93) providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and;
 - (ii.) be primary to and not in excess of or contributory with any other insurance available to Company.

- 3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

- 4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.
- 4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.
- 4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.
- 5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of sub-contractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.



CONTRACTUAL RISK MANAGEMENT

LYNDA L. WENINGER
Legal Assistant

March 24, 2004

VIA FACSIMILE: 504-279-7756

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
P. O. Box 949
Moraux, Louisiana 70075

Re: Amendment to Agreement 9700381-A
 Flint Hills Resources, LP Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc. Koch Hydrocarbon, LP
 Koch Nitrogen Company Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect Agreement 9700381-A ("AGR") dated November 1, 1996, as previously amended, with the above referenced companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Koch Materials Company.

We propose amending the term "Company," as that term is used in the AGR dated November 1, 1996, to include all of the following companies:

Flint Hills Resources, LP Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc. Koch Hydrocarbon, LP
 Koch Materials Company Koch Nitrogen Company
 Koch Pipeline Company, L.P.

Please note that effective January 1, 2004, Koch Fertilizer Storage and Terminal Company merged into Koch Nitrogen Company. Thus, Koch Fertilizer Storage and Terminal Company can be deleted from the AGR and on any future certificate of insurance as it relates to the AGR.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C.; and U.S. Mooring Services, Inc. for any of the above referenced companies will be done pursuant to the AGR dated November 1, 1996, as previously amended, and this amendment dated March 24, 2004.

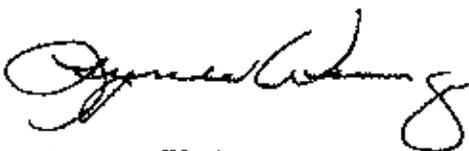
A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc
March 24, 2004
Page 2

subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201.

Sincerely,

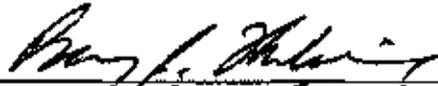


Lynda L. Weninger
Legal Assistant

Enclosures

AGREED AND ACCEPTED:

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.

By: 
Printed Name: Barry J. Trebor
Title: President
Date: 3/25/04



KOCH
INDUSTRIES INC

December 10, 2003

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL COUNSEL

VIA FACSIMILE: 504-279-7756

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
P. O. Box 949
Meraux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
Flint Hills Resources, LP
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended May 11, 1998; April 12, 1999; November 30, 2000; February 23, 2001; June 12, 2001 and June 17, 2002, with the above referenced companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose (i) adding **Koch Hydrocarbon, LP** (ii) add new Paragraph 27 to the ISA which adds confidentiality language and (iii) amend Exhibit B-Insurance Requirements, as further discussed below.

(i) Koch proposes amending the term "Company," as that term is used in the ISA, to include all of the following companies:

Flint Hills Resources, LP	Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company	Koch Hydrocarbon Southeast, Inc.
Koch Hydrocarbon, LP	Koch Nitrogen Company
Koch Pipeline Company, L.P.	

(ii) Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 27:

27. CONFIDENTIALITY. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The

U. S. Environmental Services, L.L.C.
 U.S. Mooring Services, Inc.
 December 10, 2003
 Page 2

obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

(iii) Koch proposes to amend the ISA to add the following language to Exhibit B-Insurance Requirements as a new Paragraph 1.9:

1.9 Pollution Liability Insurance - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: \$5,000,000 per loss and \$5,000,000 annual aggregate.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated November 1, 1996, the amendments dated May 11, 1998; April 12, 1999; November 30, 2000; February 23, 2001; June 12, 2001; June 17, 2002, and this amendment dated December 10, 2003.

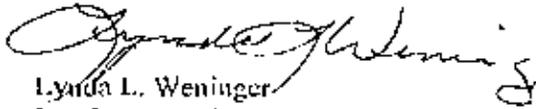
A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
December 10, 2003
Page 3

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.



Lynda L. Weninger
ISA Legal Assistant

Enclosures

By: 
Printed Name: William J. [unclear]
Title: Res. Dir.
Date: 12-20-03





KOCH INDUSTRIES, INC.

LEGAL DEPARTMENT

LYNDA L. WENINGER
Legal Assistant

June 17, 2002

VIA FACSIMILE: 504-279-7756

Mr. Audie Richard

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc.
P. O. Box 949
Meraux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc. Koch Nitrogen Company
Koch Pipeline Company, L.P. Koch Hydrocarbon Company
Flint Hills Resources, LP (formerly k/a Koch Petroleum Group, L.P)

Dear Mr. Richard:

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc. currently has in effect an Intermittent Services Agreement dated November 1, 1996 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

With respect to work or services performed on or after January 1, 2002, the term "Company" shall no longer include Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date.

Please instruct your insurance agent to delete Koch Hydrocarbon Company from any future certificate of insurance your company provides pursuant to the ISA.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment:

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc.
June 17, 2002
Page 2

Except as expressly provided herein to the contrary, the terms, covenants and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. 14F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator

Enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.

By: 
Printed Name: Barry J. Theobald
Title: PRESIDENT
Date: 6-21-02



LEGAL DEPARTMENT

June 12, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-279-7756

Mr. Barry J. Thibodeaux
U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.
P. O. Box 930
Meroux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended November 30, 2000, and February 23, 2001, with the above referenced Koch companies. The purpose of this letter is to propose adding United States Mooring Services, Inc. to the ISA.

Koch proposes amending the term "Contractor," as that term is used in the ISA dated November 1, 1996, to include all the following:

U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C. and United States Mooring Services, Inc. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996, the amendments dated November 30, 2000; February 23, 2001, and this amendment dated June 12, 2001.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.
June 12, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: Stephen J. Salles
Printed Name: STEPHEN J. SALLES
Title: VICE PRESIDENT
Date: 6-12-01

Enclosures



LEGAL DEPARTMENT

February 21, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-279-7756

Mr. Audie Richard, President
U. S. Environmental Services, L.L.C.
P. O. Box 949
Meroux, LA 70075

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700381-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Richard:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 1, 1996 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.

All future work/services performed by U. S. Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

Lynda L. Weninger
U.S.A. Administrator/Legal Assistant

AGREED & ACCEPTED:
U. S. Environmental Services, L.L.C.

Printed Name: Barry J. Thibodeaux
Title: PRESIDENT

INTERMITTENT SERVICES AGREEMENT 9700381G-A

This Intermittent Services Agreement ("Agreement") is entered into this 30th day of November, 2000, but effective as of the date specified below, by and between:

(i.) **U. S. Environmental Services, L.L.C.** ("Contractor"); and

(ii.) **Koch Gateway Pipeline Company** (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as **Gulf South Pipeline Company, LP**) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700381-A dated November 1, 1996, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement") ;

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

"COMPANY"

**Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP**

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

U. S. Environmental Services, L.L.C.

By: 
Printed Name: **BARRY J. THIBODEAUX**
Title: **PRESIDENT**
Date: **1-3-01**



April 12, 1999

LEGAL DEPARTMENT

LYNDA L. WIENMEIER
 LEGAL ASSISTANT
 Mr. Darryl Thibodeaux
 U. S. Environmental Services, L.L.C.
 P. O. Box 948
 Chalmette, Louisiana 70044

Re: Amendment to Intermittent Services Agreement 9700381-A01
 Koch Energy Services Company Koch Fertilizer Storage & Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 K/D/S Promix, L.L.C.
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended May 11, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Koch Operating Services Company to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as Koch Petroleum Group, L.P.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 1, 1996, to include all of the following Koch companies:

Koch Energy Services Company
 Koch Fertilizer Storage & Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.
 K/D/S Promix, L.L.C.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996, the amendment dated May 11, 1998, and this amendment effective April 12, 1999.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 318/828-6687 • FAX 318/828-7664

U. S. Environmental Services, L.L.C.
April 12, 1999
Page 2

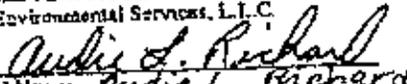
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Sincerely,


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.

By: 
Printed Name: Audie L. Richard
Title: Vice President
Date: 4/29/99



LEGAL DEPARTMENT

May 11, 1998

LYNDA L. WEINGER
LEGAL ASSISTANT

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
P. O. Box 664
Port Allen, Louisiana 70767

Re: Intermittent Services Agreement Amendment
Koch Gateway Pipeline Company; Koch Oil Company; Koch Nitrogen Company;
Koch Refining Company, L.P.; Koch Pipeline Company, L.P.; Koch Hydrocarbon Company;
Koch Fertilizer Storage & Terminal Company; Koch Hydrocarbon Southeast, Inc.;
K/D/S Promix, L.L.C.; Koch Energy Services Company

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996 with Koch Gateway Pipeline Company; Koch Oil Company; Koch Nitrogen Company; Koch Refining Company (n/k/a Koch Refining Company, L.P.); Koch Pipeline Company, L.P.; Koch Fertilizer Storage & Terminal Company; Koch Hydrocarbon Company; Koch Hydrocarbon Southeast, Inc.; Promix, L.L.C. (n/k/a K/D/S Promix, L.L.C.); and Koch GP Services, Inc. (n/k/a Koch Energy Services Company). From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose the addition of Koch Gateway Pipeline, L.P., to the ISA.

Koch proposes amending the term "Company," as that term relates to the ISA dated November 1, 1996, to include all of the following Koch companies:

Koch Gateway Pipeline Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Koch Hydrocarbon Company
K/D/S Promix, L.L.C.
Koch Gateway Pipeline, L.P.

Koch Oil Company
Koch Refining Company, L.P.
Koch Fertilizer Storage & Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Energy Services Company

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996 and this amendment letter dated May 11, 1998.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your insurance agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93) under the general liability and any applicable umbrella/excess liability policy.

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
May 11, 1998
Page 2

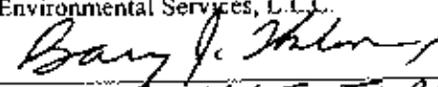
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant
LLWcl
enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.

By: 
Printed Name: BARRY J. THIBODEAUX
Title: PRESIDENT
Date: 5/23/98

INTERMITTENT SERVICES AGREEMENT

Date: 11-1-96Contractor: U.S. ENVIRONMENTAL SERVICES**PARTIES**

1. It is hereby agreed between Koch Gateway Pipeline Company, Koch Oil Company, Koch Nitrogen Company, Koch Refining Company, Koch Pipeline Company, L.P., Koch Fertilizer Storage & Terminal Company, Koch Hydrocarbon Company, Koch Hydrocarbon Southeast, Inc., Promix, L.L.C., and Koch GP Services, Inc. (such companies being collectively referred to hereinafter as "Company") and *U.S. Environmental Services* (such company being referred to hereinafter as "Contractor"), whose business address is 2044 Lobdell Hwy., P.O. Box 664, Port Allen, LA 70767 that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS (if applicable):

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work, and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of, or physical damage to the following:

- a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,
- b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B.

with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may, upon the giving of written notice, terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable, and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

TERM

25. This agreement shall be effective as of the date above written and shall continue for a one-year period following that date. At the end of the initial one-year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY

By [Signature]
Title Division Manager
Date 11.11.96

COMPANY'S WITNESS

By [Signature]
Date 11.11.96

CONTRACTOR U.S. ENVIRONMENTAL SERVICES

By [Signature]
Title BARRY J. THIBODEAUX
Date OCTOBER 15, 1996

CONTRACTOR'S WITNESS

By [Signature]
Date OCTOBER 15, 1996

EXHIBIT "A"



SCHEDULE OF RATES

Corporate:

2809 E. Judge Perez Drive
Meraux, LA (USA) 70075

Mailing Address:
P. O. Box 948
Chalmette, LA 70044

Phone: (504) 279-9930
Fax: (504) 279-7756

Port Allen Division:

2044 Lobdel Hwy
Port Allen, LA (USA) 70767

Mailing Address
P. O. Box 664
Port Allen, LA 70767

Phone: (504) 267-4900
Fax: (504) 267-4952

Personnel (Portal to Portal)

NON-HAZARDOUS/OIL SPILL CLEANUP

		<i>Straight Time</i>	<i>Overtime</i>
Consultant/Project Manager	Per Day	\$ 750.00	\$ No OT
Health and Safety Administrator	Per Hour	50.00	No OT
Transportation and Disposal Coordinator	Per Hour	40.00	No OT
Supervisor	Per Hour	40.00	80.00
Logistics Administrator	Per Hour	38.00	54.00
Mechanic	Per Hour	36.00	54.00
Foreman	Per Hour	36.00	54.00
Equipment Operator/Recovery Technician	Per Hour	32.00	48.00
Pollution Laborer	Per Hour	24.00	38.00

PPE Non-Hazardous (Modified Level "C") will be charged at \$35.00 per man per day.

HAZARDOUS MATERIALS SPILL CLEANUP

		<i>Straight Time</i>	<i>Overtime</i>
Supervisor		\$ 70.00	\$ No OT
Health and Safety Specialist		50.00	75.00

EXHIBIT "A"

	<i>Straight Time</i>	<i>Overtime</i>
Transportation and Disposal Coordinator	40.00	No OT
Foreman/Equipment Operator	48.00	72.00
Environmental Specialist	40.00	60.00
Hazmat Laborer	35.00	52.50

Four (4) Hour Minimum Charge on Labor

The compilation and execution of reports, documents, and manifests will be assessed at the applicable straight time hourly rates. Hours worked other than 0800-1200 and 1300-1700, Monday through Friday including Saturdays, Sundays, and Holidays shall be charged at one and one-half times the straight time rate. Off-shore operators and labors are trained in the operation of Clean Gulf Associates rapid deployment equipment.

Ninety Dollars (\$90.00) per day per man subsistence is charged for any work performed fifty (50) miles from U. S. Environmental service points.

Equipment and Materials

	<i>Rate</i>	<i>Unit</i>
Automobile	\$ 75.00	Per Day
Pick-Up Truck	100.00	Per Day
Stake Truck	150.00	Per Day
4 Wheel Drive Vehicle	150.00	Per Day
Emergency Response Truck	150.00	Per Day
Vacuum Trucks	70.00	Per Hour
(All vehicles charged portal to portal)		
Vehicle Mileage Charge	.35	Per Mile
16' Boat with 20 HP Outboard	160.00	Per Day
17' Boat with Outboard	250.00	Per Day
20' Fast Response Boat	325.00	Per Day
15' Boat without Outboard	80.00	Per Day
Boom Trailer	125.00	Per Day
Equipment Trailer	125.00	Per Day
Site Administration Trailer		Cost Plus

	Rate	Unit
Marine equipment is furnished with paddles and life jackets for our personnel. Fuel is charged at \$1.30 per gallon.		
Hot Water High Pressure Unit	425.00	Per Day
Wash Pump	85.00	Per Day
Trash Pump	100.00	Per Day
Transfer Pump	150.00	Per Day
2" Stainless Steel Pump	285.00	Per Day
2" Air Diaphragm Pump	85.00	Per Day
Barrel Pump	75.00	Per Day
Submersible Pump	150.00	Per Day
2" Discharge Hose	25.00	Per 20' Lgth Per Day
2" Suction Hose	25.00	Per 20' Lgth Per Day
3" Discharge Hose	30.00	Per 20' Lgth Per Day
3" Suction Hose	30.00	Per 20' Lgth Per Day
2" Discharge Hose (Acid Resistant)	50.00	Per 20' Lgth Per Day
2" Suction Hose (Acid Resistant)	50.00	Per 20' Lgth Per Day
3/4" Air Compressor Hose	12.00	Per 50' Lgth Per Day
4 KW Generator	85.00	Per Day
12 KW Generator	150.00	Per Day
175 CFM Compressor	150.00	Per Day
Portable Light System	100.00	Per Day
Steam Cleaner	285.00	Per Day
Skimmer		Cost Plus
18" Oil Containment Boom	1.25	Per Ft Per Day

	Rate	Unit
36" Oil Containment Boom		Priced Upon Request
Boom Refurbishing Charge		Cost Plus
Boom Anchor 40 lbs	75.00	Each Job
Boom Anchor 65 lbs	135.00	Each Job
Boom Anchor 85 lbs	200.00	Each Job

PROTECTIVE CLOTHING AND ACCESSORIES

Disposable Protective Clothing

	Rate	Unit
+PPE Level "A"	\$	Per Occurrence
+PPE Level "B"	285.00	
+PPE Level "C"	90.00	
+PPE Level "D"	35.00	
<u>+This includes 2 change-outs per day.</u>		
<u>+This includes 1 change-out per day.</u>		
Tyvek Treated Suits With Hood	15.00	Each
PVC Treated Suits With Hood	25.00	Each
Protective Clothing (chemical specific)		Cost Plus
Acid Suit (two piece without hood)	90.00	Per Day
Acid Suit (encapsulated)	160.00	Per Day
Chemical Resistant Suit (two piece)	50.00	Per Day
Chemical Resistant Boot (steel toe)	30.00	Each (Replacement)
Protective Gloves	12.00	Each Pair (Replacement)
Inner Protective Gloves	4.00	Pair

Respiratory Protection

	Rate	Unit
Full Face Respirator	\$ 50.00	Per Day
Respirator Cartridges (single stage)	9.00	Each
Respirator Cartridges (double stage)	17.00	Each
Self Contained Breathing Apparatus	175.00	Per Day
Cascade Air System	125.00	Per Unit Per Day Each
Air System Recharge Fee	30.00	Per Hour

FIELD INSTRUMENTATION

	Rate	Unit
H ₂ S Meter (portable)	75.00	Per Day
MSA O ₂ /LEL Explosimeter	125.00	Per Day
Chemical Specific Air Sampler (portable)	65.00	Per Day
Chemical Specific Tubes		Cost Plus
Portable pH Meter	30.00	Per Day
Conductivity Meter	45.00	Per Day

ANALYTICAL SUPPLIES

	Rate	Unit
Glass Tubing 1/4" ID x 36"	\$ 10.00	Per 3' Lgth
Sample Bottles, 16 oz, 32 oz	8.00	Each
Sample Bottles, 4 oz	6.00	Each

MISCELLANEOUS TOOLS AND SUPPLIES

	Rate	Unit
55-Gallon Recovery Drum (DOT)	\$ 150.00	Each
55-Gallon 17" Open Top Drum (DOT)	55.00	Each
55-Gallon 58" Closed Top Drum (DOT)	55.00	Each

	Rate	Unit
20-Gallon Pollution Can	12.00	Each
Labels	.75	Each
Fiber-Pak Drum		Cost Plus
Picards	2.00	Each
½" Polypropylene Rope	85.00	Per Roll
1/4" Polypropylene Rope	55.00	Per Roll
+ 6" Hand Pollution Net	20.00	Each Job
+ Rake	20.00	Each Job
+ Pitch Fork	18.00	Each Job
+ Shovel	18.00	Each Job
Polyethylene	75.00	Per Roll Per Bag
Cotton Wipes	35.00	Per Box
<u>± One Time Charge/Rental</u>		
	Rate	Unit
Industrial Weed Eater	75.00	Per Day
Wheel Barrow	25.00	Per Day
6 Rail Poly Bags	75.00	Per Roll
Chainsaw	75.00	Per Day
Gasoline & Diesel		Current Price
Sorbent Pads	55.00	Per Bale
Sorbent Rolls	135.00	Per Roll
Sorbent Boom	4.00	Per Foot
Sorbent Sweeps	125.00	Per Bale
Oil Snare	35.00	Per 15# Box
Fiberpearl	16.00	Per 16# Bag
Chemisorb Pillows	15.00	Each

HEAVY EQUIPMENT (ON REQUEST)

Case 450B Dozer or Equivalent
 Case 1150C Dozer or Equivalent
 Case 580C Backhoe or Equivalent
 Case 830C Excavator or Equivalent
 Dump Truck Tandem or Trailer Type
 Cherry Picker
 Forklift

COMMUNICATIONS

		<i>Rate</i>	<i>Unit</i>
Cellular Phone	Price Plus Air Time	25.00	Per Day Per Unit
Radio, Hand Held/Phone Patch	Price Plus Air Time	25.00	Per Day Per Unit

TERMS AND CONDITIONS

- I. All subcontractor charges shall be charged at cost plus twenty percent (20%).
- II. All applicable federal, state and local taxes, except income and ad valorem, as they pertain to services, equipment rental, sales of material, manufacturer repair, delivery and/or transportation shall be for the Customer's account.
- III. Certificates of insurance will be issued upon request and include coverage for Workers's Compensation, U.S. Longshoremen and Harbor Worker's Act, Jones Act, General Liability, Ship repairers, Stevedores, Terminal Operators and automobile/vehicle coverage.
- IV. An equipment cleaning and repair/replacement charge will be assessed as needed and agreed upon by the Customer and contractor site representative. Normal; one half day rental per piece of equipment. Boom cleaning will be determined and range from .50 per foot to \$2.00 per foot.
- V. At all times during the cleanup phase, the Customer shall be deemed to have exclusive title to the waste generated and any personal and/or real property affected by the waste.
- VI. Fees and charges incurred by Customer shall be paid by Customer within thirty (30) days from date of invoice. A service charge of 1.5% per month shall be charged on all balances not paid by Customer within the aforementioned terms.

**Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement**

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
 - 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 88 or CG 00 01 10 93) with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
 - 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
 - 1.2.2 Contractual Liability coverage
 - 1.2.3 Products and Completed operations.
 - 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
 - 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured
 - 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
 - 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including passenger) liability.
 - 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
 - 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board
 - 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
 - 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:

(i) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and:

(ii) be primary to and not in excess of or contributory with any other insurance available to Company.

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.

4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.

4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.



CONTRACTUAL RISK MANAGEMENT

LYNDA L. WENINGER
Legal Assistant

March 24, 2004

VIA FACSIMILE: 504-279-7756

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
P. O. Box 949
Moraux, Louisiana 70075

Re: Amendment to Agreement 9700381-A
 Flint Hills Resources, LP Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc. Koch Hydrocarbon, LP
 Koch Nitrogen Company Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect Agreement 9700381-A ("AGR") dated November 1, 1996, as previously amended, with the above referenced companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Koch Materials Company.

We propose amending the term "Company," as that term is used in the AGR dated November 1, 1996, to include all of the following companies:

Flint Hills Resources, LP Koch Energy, Inc.
 Koch Hydrocarbon Southeast, Inc. Koch Hydrocarbon, LP
 Koch Materials Company Koch Nitrogen Company
 Koch Pipeline Company, L.P.

Please note that effective January 1, 2004, Koch Fertilizer Storage and Terminal Company merged into Koch Nitrogen Company. Thus, Koch Fertilizer Storage and Terminal Company can be deleted from the AGR and on any future certificate of insurance as it relates to the AGR.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C.; and U.S. Mooring Services, Inc. for any of the above referenced companies will be done pursuant to the AGR dated November 1, 1996, as previously amended, and this amendment dated March 24, 2004.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc
March 24, 2004
Page 2

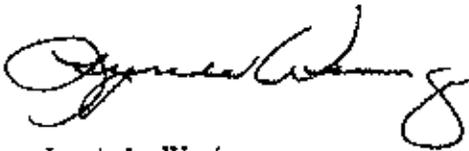
subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201.

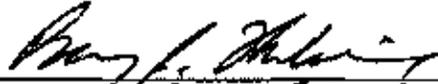
Sincerely,

AGREED AND ACCEPTED:

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.



Lynda L. Weninger
Legal Assistant

By: 
Printed Name: Barry J. Trabasso
Title: President
Date: 3/25/04

Enclosures



KOCH
INDUSTRIES INC

December 10, 2003

LEGAL DEPARTMENT

LYNDA L. WENINGER
LEGAL COUNSEL

VIA FACSIMILE: 504-279-7756

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
P. O. Box 949
Meraux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
Flint Hills Resources, LP
Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended May 11, 1998; April 12, 1999; November 30, 2000; February 23, 2001; June 12, 2001 and June 17, 2002, with the above referenced companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose (i) adding **Koch Hydrocarbon, LP** (ii) add new Paragraph 27 to the ISA which adds confidentiality language and (iii) amend Exhibit B-Insurance Requirements, as further discussed below.

(i) Koch proposes amending the term "Company," as that term is used in the ISA, to include all of the following companies:

Flint Hills Resources, LP	Koch Energy, Inc.
Koch Fertilizer Storage and Terminal Company	Koch Hydrocarbon Southeast, Inc.
Koch Hydrocarbon, LP	Koch Nitrogen Company
Koch Pipeline Company, L.P.	

(ii) Koch proposes amending the ISA to add the following language to the end of the main body of the ISA as a new Paragraph 27:

27. CONFIDENTIALITY. All information that Contractor acquires from Company hereunder, directly or indirectly, and all information that arises out of the Work performed hereunder, concerning such Work and/or proprietary processes involved in the Work, including without limitation, information concerning Company's current and future business plans, information relating to Company's operations, and other Company-furnished information and know-how relating to the Work shall be deemed Company's "Proprietary Information." Company's Proprietary Information shall be held in strictest confidence by Contractor and shall be used solely for purposes of performing such Services. The

U. S. Environmental Services, L.L.C.
 U.S. Mooring Services, Inc.
 December 10, 2003
 Page 2

obligations under this Paragraph shall survive completion of such work/services and termination of this Agreement.

(iii) Koch proposes to amend the ISA to add the following language to Exhibit B-Insurance Requirements as a new Paragraph 1.9:

1.9 Pollution Liability Insurance - Contractor shall provide and maintain, and ensure that all of Contractor's subcontractors provide and maintain, the following insurances: Contractor's Pollution Liability Insurance with coverage for (a.) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b.) property damage, including physical injury to or destruction of tangible property, including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c.) defense, including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; for losses caused by pollution conditions that arise from the operations of the Contractor performed under this Agreement. If such policy is written on a claims-made basis, the Contractor warrants that continuous coverage will be maintained, or an extended coverage period will be exercised for a period of 12 months, beginning from the time the work under this Agreement is completed. Contractor agrees to name Company as an additional insured and to furnish insurance certificates showing the Contractor's compliance with this Paragraph 1.9. Contractor also agrees to notify Company 30 days in advance of any cancellation or change to the insurance coverages shown on the certificate. Contractor shall maintain limits no less than Pollution Legal Liability: \$5,000,000 per loss and \$5,000,000 annual aggregate.

Note: Coverage for Contractor's Pollution Liability Insurance can be satisfied by the addition of a time element buyback endorsement on the General Liability Policy. The coverage must be as broad as the coverage described above, with a minimum requirement for discovery of 7 days and a minimum reporting period of 60 days.

Contractor shall, before commencing work, provide Company with a certificate of insurance satisfactory to Company of the insurance coverages set forth above.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated November 1, 1996, the amendments dated May 11, 1998; April 12, 1999; November 30, 2000; February 23, 2001; June 12, 2001; June 17, 2002, and this amendment dated December 10, 2003.

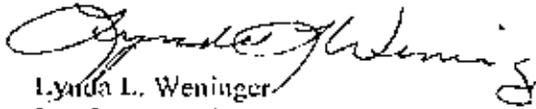
A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. The agreement requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.
December 10, 2003
Page 3

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, Koch Industries, Inc., P.O. Box 2256, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.



Lynda L. Weninger
ISA Legal Assistant

Enclosures

By: 
Printed Name: William J. [unclear]
Title: Res. Dir.
Date: 12-20-03





KOCH INDUSTRIES, INC.

LEGAL DEPARTMENT

LYNDA L. WENINGER
Legal Assistant

June 17, 2002

VIA FACSIMILE: 504-279-7756

Mr. Audie Richard

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc.
P. O. Box 949
Meraux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc. Koch Nitrogen Company
Koch Pipeline Company, L.P. Koch Hydrocarbon Company
Flint Hills Resources, LP (formerly k/a Koch Petroleum Group, L.P)

Dear Mr. Richard:

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc. currently has in effect an Intermittent Services Agreement dated November 1, 1996 (as amended, if applicable) ("ISA") with the above-referenced entities. The purpose of this letter is to propose amending the ISA as detailed below.

Because of an internal reorganization, Koch proposes that the term "Company," as used in the ISA, be amended as follows:

With respect to work or services performed on or after January 1, 2002, the term "Company" shall no longer include Koch Hydrocarbon Company (a division of Koch Industries, Inc.), except as relating to such entities' activities and operations prior to such date.

Please instruct your insurance agent to delete Koch Hydrocarbon Company from any future certificates of insurance your company provides pursuant to the ISA.

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment:

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

U. S. Environmental Services, L.L.C.; U.S. Mooring Services, Inc.
June 17, 2002
Page 2

Except as expressly provided herein to the contrary, the terms, covenants and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment will be forwarded to your insurance agency. Upon your approval of this amendment, please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements.

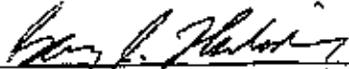
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. 14F, Wichita, Kansas 67201, or via fax to (316) 828-7664.

Sincerely,

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
U.S. Mooring Services, Inc.



Lynda L. Weninger
I.S.A. Administrator

By: 
Printed Name: Barry J. Theobald
Title: PRESIDENT
Date: 6-21-02

Enclosures



LEGAL DEPARTMENT

June 12, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

VIA FACSIMILE: 504-279-7756

Mr. Barry J. Thibodeaux
U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.
P. O. Box 930
Meroux, Louisiana 70075

Re: Amendment to Intermittent Services Agreement 9700381-A
Koch Energy, Inc. Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
Koch Nitrogen Company Koch Petroleum Group, L.P.
Koch Pipeline Company, L.P.

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended November 30, 2000, and February 23, 2001, with the above referenced Koch companies. The purpose of this letter is to propose adding United States Mooring Services, Inc. to the ISA.

Koch proposes amending the term "Contractor," as that term is used in the ISA dated November 1, 1996, to include all the following:

U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.

Under this proposed amendment letter, future work/services performed by U. S. Environmental Services, L.L.C. and United States Mooring Services, Inc. for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996, the amendments dated November 30, 2000; February 23, 2001, and this amendment dated June 12, 2001.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.
June 12, 2001
Page 2

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T3D, Wichita, Kansas 67201.

Sincerely,

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.
United States Mooring Services, Inc.



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

By: Stephen J. Salles
Printed Name: STEPHEN J. SALLES
Title: VICE PRESIDENT
Date: 6-12-01

Enclosures

MAR. 1. 2001 11:44AM
FEB-23-01 FRI 11:55 AMSERVICES
INDUSTRIES

FAX NO. 316-828-7664

NO. 484

P. 2/2
r. 01/01

LEGAL DEPARTMENT

February 21, 2001

LYNDA L. WENINGER
LEGAL ASSISTANT

FACSIMILE: 504-279-7756

Mr. Audie Richard, President

U. S. Environmental Services, L.L.C.

P. O. Box 949

Meroux, LA 70075

Re: Partial Termination and Amendment of Intermittent Services Agreement 9700381-A for
K/D/S Promix, L. L. C. ("Partial Termination/Amendment")

Dear Mr. Richard:

Please be advised that as of April 1, 2001, Koch Hydrocarbon Southeast, Inc. will no longer be the operator of the facilities owned by K/D/S Promix, L. L. C. (hereinafter "Promix").

Your company currently has in effect an Intermittent Services Agreement dated November 1, 1996 (as amended, if applicable) ("ISA") with certain Koch companies and Promix. The purpose of this letter is to propose deleting Promix from the term "Company", as that term is defined in the ISA.

Pursuant to this Partial Termination/Amendment, and effective as of April 1, 2001, the term "Company" shall mean the following Koch companies:

Koch Energy, Inc.
Koch Hydrocarbon Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.

Koch Fertilizer Storage and Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Petroleum Group, L.P.

All future work/services performed by U. S. Environmental Services, L.L.C. for Company will be done pursuant to the ISA and this amendment letter. Additionally, Promix can be deleted as a certificate holder on any future insurance certificates you provide pursuant to the ISA.

Except as expressly provided herein to the contrary, the terms, covenants, and conditions of the ISA shall remain in full force and effect, and the parties hereto ratify and reaffirm same in its entirety.

If you agree with this Partial Termination/Amendment, please have an officer sign and return this letter to Lynda L. Weninger, Legal Department, at the address indicated below.

Sincerely,

Lynda L. Weninger
U.S.A. Administrator/Legal Assistant

AGREED & ACCEPTED:
U. S. Environmental Services, L.L.C.

Printed Name: Barry J. Thibodeaux
Title: PRESIDENT

INTERMITTENT SERVICES AGREEMENT 9700381G-A

This Intermittent Services Agreement ("Agreement") is entered into this 30th day of November, 2000, but effective as of the date specified below, by and between:

(i.) U. S. Environmental Services, L.L.C. ("Contractor"); and

(ii.) Koch Gateway Pipeline Company (as of the Effective Date specified below, Koch Gateway Pipeline Company will be known as Gulf South Pipeline Company, LP) ("Company").

WHEREAS, attached hereto as Exhibit "1" is a copy of the Intermittent Services Agreement 9700381-A dated November 1, 1996, as amended, by and between Contractor, Company, and the other parties listed therein (such agreement, including all amendments and exhibits thereto, shall be referred to as the "Original Intermittent Services Agreement") ;

AND, WHEREAS, Contractor and Company desire to enter into a new Intermittent Services Agreement that contains the same substantive terms and conditions as the Original Intermittent Services Agreement, but that is between only Contractor and Company.

NOW, THEREFORE, Contractor and Company state and agree as follows:

1. The terms and conditions contained in the Original Intermittent Services Agreement, a copy of which is attached hereto as Exhibit 1, are hereby made a part of this Agreement, the same as if such terms and conditions were fully set forth herein; provided, however, that: (i.) the term "Company," as used in such terms and conditions for purposes of this Agreement, shall mean only Koch Gateway Pipeline Company and Gulf South Pipeline Company, LP; and (ii.) the business and notice address for Company, for purposes of this Agreement, shall be 20 Greenway Plaza, Houston, Texas 77046.

The effect of the execution of this Agreement by the parties is that, from and after the Effective Date as defined below, an Intermittent Services Agreement will be in place between Contractor and Company that contains the same terms and conditions as the Original Intermittent Services Agreement, except as expressly modified herein.

2. The effective date ("Effective Date") of this Agreement shall be the date on which Koch Energy, Inc. contributes Company into Entergy-Koch, L.P. (the parent company of Company); Company will notify Contractor when such contribution occurs. In the event that Company determines that such contribution will not occur, Company shall notify Contractor of such non-occurrence, and this Agreement shall never become effective and shall be of no force or effect. Until the Effective Date, Company will continue to be a party to the Original Intermittent Services Agreement. From and after the Effective Date, the parties agree that Company will no longer be a party to the Original Intermittent Services Agreement with respect to work or services performed after the Effective Date.

3. The parties recognize and acknowledge that the execution of this Agreement does not affect in any manner the Original Intermittent Services Agreement, except as relating to Koch Gateway Pipeline Company/Gulf South Pipeline Company, LP. From and after the Effective Date, Contractor will have two Intermittent Services Agreements, one with Company as defined above and one with the "Koch entities" (other than Company as defined above) listed in the Original Intermittent Services Agreement.

EXECUTED BY THE PARTIES ON THE DATES INDICATED BELOW, BUT EFFECTIVE FOR ALL PURPOSES AS OF THE EFFECTIVE DATE AS DEFINED ABOVE:

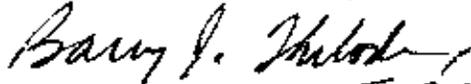
"COMPANY"

Koch Gateway Pipeline Company/
Gulf South Pipeline Company, LP

By: _____
Printed Name: _____
Title: _____
Date: _____

"CONTRACTOR"

U. S. Environmental Services, L.L.C.

By: 
Printed Name: BARRY J. THIBODEAUX
Title: PRESIDENT
Date: 1-3-01



April 12, 1999

LEGAL DEPARTMENT

LYNDA L. WIENMEIER
LEGAL ASSISTANT
Mr. Darryl Thibodeaux
U. S. Environmental Services, L.L.C.
P. O. Box 948
Chalmette, Louisiana 70044

Re: Amendment to Intermittent Services Agreement 9700381-A01
 Koch Energy Services Company Koch Fertilizer Storage & Terminal Company
 Koch Gateway Pipeline Company Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company Koch Pipeline Company, L.P.
 K/D/S Promix, L.L.C.
 Koch Oil Company (n/k/a Koch Petroleum Group, L.P.)
 Koch Refining Company, L.P. (n/k/a Koch Petroleum Group, L.P.)

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996, as amended May 11, 1998, with the above referenced Koch companies. From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose adding Koch Operating Services Company to the ISA.

Please note that Koch Oil Company and Koch Refining Company, L.P., through a consolidation and a name change, are now known as Koch Petroleum Group, L.P.

Koch proposes amending the term "Company," as that term is used in the ISA dated November 1, 1996, to include all of the following Koch companies:

Koch Energy Services Company
 Koch Fertilizer Storage & Terminal Company
 Koch Gateway Pipeline Company
 Koch Gateway Pipeline, L.P.
 Koch Hydrocarbon Company
 Koch Hydrocarbon Southeast, Inc.
 Koch Nitrogen Company
 Koch Operating Services Company
 Koch Petroleum Group, L.P.
 Koch Pipeline Company, L.P.
 K/D/S Promix, L.L.C.

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996, the amendment dated May 11, 1998, and this amendment effective April 12, 1999.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

4111 East 37th Street North • Wichita, Kansas 67220 • P.O. Box 2256 • Wichita, Kansas 67201
 318/828-6687 • FAX 318/828-7664

U. S. Environmental Services, L.L.C.
April 12, 1999
Page 2

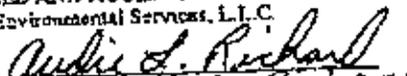
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Sincerely,


Lynda L. Weninger
I.S.A. Administrator/Legal Assistant

Enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.

By: 
Printed Name: Audie L. Richard
Title: Vice President
Date: 4/29/99



LEGAL DEPARTMENT

May 11, 1998

LYNDA L. WEININGER
LEGAL ASSISTANT

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
P. O. Box 664
Port Allen, Louisiana 70767

Re: Intermittent Services Agreement Amendment
Koch Gateway Pipeline Company; Koch Oil Company; Koch Nitrogen Company;
Koch Refining Company, L.P.; Koch Pipeline Company, L.P.; Koch Hydrocarbon Company;
Koch Fertilizer Storage & Terminal Company; Koch Hydrocarbon Southeast, Inc.;
K/D/S Promix, L.L.C.; Koch Energy Services Company

Dear Mr. Thibodeaux:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated November 1, 1996 with Koch Gateway Pipeline Company; Koch Oil Company; Koch Nitrogen Company; Koch Refining Company (n/k/a Koch Refining Company, L.P.); Koch Pipeline Company, L.P.; Koch Fertilizer Storage & Terminal Company; Koch Hydrocarbon Company; Koch Hydrocarbon Southeast, Inc.; Promix, L.L.C. (n/k/a K/D/S Promix, L.L.C.); and Koch GP Services, Inc. (n/k/a Koch Energy Services Company). From time to time other affiliated Koch companies may need your services. The purpose of this letter is to propose the addition of Koch Gateway Pipeline, L.P., to the ISA.

Koch proposes amending the term "Company," as that term relates to the ISA dated November 1, 1996, to include all of the following Koch companies:

Koch Gateway Pipeline Company
Koch Nitrogen Company
Koch Pipeline Company, L.P.
Koch Hydrocarbon Company
K/D/S Promix, L.L.C.
Koch Gateway Pipeline, L.P.

Koch Oil Company
Koch Refining Company, L.P.
Koch Fertilizer Storage & Terminal Company
Koch Hydrocarbon Southeast, Inc.
Koch Energy Services Company

Under this proposed amendment letter, future work/services performed by your company for any of the above referenced Koch companies will be done pursuant to the ISA dated November 1, 1996 and this amendment letter dated May 11, 1998.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your insurance agency. Please ask your insurance agent to complete the Exhibit C to evidence your current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93) under the general liability and any applicable umbrella/excess liability policy.

Mr. Barry Thibodeaux
U. S. Environmental Services, L.L.C.
May 11, 1998
Page 2

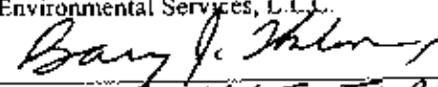
If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, I.S.A. Administrator, Legal Department, Koch Industries, Inc., P.O. Box 2256, Bldg. T6B, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
I.S.A. Administrator/Legal Assistant
LLWcl
enclosures

AGREED AND ACCEPTED:
U. S. Environmental Services, L.L.C.

By: 
Printed Name: BARRY J. THIBODEAUX
Title: PRESIDENT
Date: 5/23/98

INTERMITTENT SERVICES AGREEMENT

Date: 11-1-96Contractor: U.S. ENVIRONMENTAL SERVICES**PARTIES**

1. It is hereby agreed between Koch Gateway Pipeline Company, Koch Oil Company, Koch Nitrogen Company, Koch Refining Company, Koch Pipeline Company, L.P., Koch Fertilizer Storage & Terminal Company, Koch Hydrocarbon Company, Koch Hydrocarbon Southeast, Inc., Promix, L.L.C., and Koch GP Services, Inc. (such companies being collectively referred to hereinafter as "Company") and U.S. Environmental Services (such company being referred to hereinafter as "Contractor"), whose business address is 2044 Lobdell Hwy., P.O. Box 664, Port Allen, LA 70767 that Contractor will, as an independent contractor, furnish all necessary supervision, labor, materials and equipment (other than specified labor, materials and equipment furnished by Company) and shall perform work for Company as requested by Company from time to time during the term of this agreement in conformity with the terms of this agreement.

SPECIAL CONDITIONS (if applicable):

Contractor shall be compensated in accordance with the attached rates marked as Exhibit "A". The rates shall include without limitation, all applicable taxes imposed by federal, state or other governments or bodies having jurisdiction.

BILLING AND PAYMENT

2. Contractor shall submit to Company's authorized representatives an itemized statement detailing charges for labor and equipment including hours, dates, the hourly charge for the labor or equipment and any charge for materials at the end of each month during which work is performed. Contractor shall furnish upon demand any records relating to the statement prior to or after payment by Company.

3. Payment shall be made within thirty (30) days of Company's receipt of the statement described in Paragraph 2 of this agreement. Company reserves the right to withhold payment until completion of the work and its acceptance by Company or until Contractor furnishes proof satisfactory to Company that all bills for materials and labor covering the work have been fully paid by Contractor, and that the premises upon which the work is done and any structures built, improved or added to are not subject to any material or labor liens or claims of liens. Final payment shall be made within thirty (30) days of the date of acceptance of the work by Company. Contractor and/or any subcontractor shall promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the work, and in the event Contractor fails or refuses to promptly and satisfactorily settle any such liens or claims, Company shall, after notifying Contractor in writing, have the right to settle such claims for the account of Contractor and deduct the amount thereof from amounts payable to Contractor. Payments made under this agreement shall not constitute full or partial acceptance of the work or any part of the work by Company.

PERFORMANCE OF WORK

4. Contractor shall rely solely upon Contractor's own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the work.

5. Unless otherwise specified, Contractor shall secure all permits and licenses necessary to the performance of the work, shall pay all fees and make all deposits pertaining thereto, and shall at Contractor's expense furnish all bonds required to perform the work, and shall submit proof thereof to Company.

6. Contractor shall perform the work:

- a. In a workmanlike manner using qualified, efficient and careful workers;
- b. In accord with all plans, drawings and specifications;
- c. In compliance with all applicable federal, state, local and Company's safety rules and regulations;
- d. In a manner to protect the work, the environment, Company's property and the property and persons of others from loss, damage or injury of any type;
- e. So as not to interfere with the operations of others on the premises; and,
- f. Under the supervision of an employee of Contractor.

An employee supplied by Contractor without supervision by Contractor and who is under the exclusive direction and control of Company shall be considered a borrowed servant. In all other cases, the employee shall be considered an employee of Contractor as an independent contractor. Contractor's duties to defend, indemnify, protect and hold harmless Company under Paragraph 12 of this agreement shall continue regardless of the characterization of an employee as a borrowed servant or the employee of an independent contractor.

7. Company may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the work. Company may inspect the work at any time during the progress of the work, and Contractor shall provide reasonable facilities for such inspection. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Contractor shall give Company reasonable notice of the time and place of such testing and inspection. Company may require Contractor to correct defective work or Company may have the work corrected by others, and, in either event, Contractor shall bear the cost of such correction.

8. Unless otherwise specified, all materials shall be new and workmanship shall be of good quality. No substitutions of materials from that specified in the plans and specifications in this agreement shall be permitted unless approval is given by Company in writing.

9. Contractor guarantees the work to be performed hereunder against defects in workmanship and material that shall appear within one year following final acceptance of the work by Company, and Contractor shall promptly remedy all such defects. Contractor shall arrange for the extensions, to Company, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the above-described warranty of Contractor.

10. Contractor and its employees, agents and subcontractors shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction.

11. Contractor shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of, or physical damage to the following:

a. All tools, machinery, equipment and appliances that are owned by Contractor or loaned to or leased by Contractor by others than Company and that are not to be incorporated into the completed work; and,

b. All personal property of Contractor's employees; whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Company, its employees or agents.

INDEMNITY

12. To the fullest extent permitted by law, Contractor shall defend, protect, indemnify and save Company, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors and employees (collectively referred to for purposes of this Paragraph 12 as "Indemnitees") harmless from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character arising out of or in any way incident to any of the work performed by Contractor, its subcontractors or the employees of either, on account of personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Contractor, Indemnitees, the employees or officers of either or any other person or entity. The duty to defend, protect, indemnify and save Indemnitees harmless referred to in the preceding sentence shall include, but not be limited to, claims, demands, lawsuits, strict liability claims, penalties, fines, administrative law actions and orders, costs, expenses and causes of action that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees, their agents, employees or officers, except Contractor shall not be liable under this Paragraph 12 for loss or damage resulting from the sole (100%) negligence of Indemnitees. To the fullest extent permitted by law, Contractor further agrees to indemnify, defend and hold Indemnitees harmless against the payment of any and all taxes, penalties, fines, interest, liens or indebtedness or claims against Indemnitees' property or for work performed, or measured by the work performed, growing out of or incident to Contractor's operations under this agreement including, but not limited to, taxes, penalties, fines, interest, liens or encumbrances that result from the concurrent or contributing negligence of any person or entity, which may include Indemnitees, their agents, employees or officers. Contractor shall maintain at its own cost and expense insurance covering this indemnity provision.

If and to the extent that Section 623.015 of the Texas Transportation Code applies to work performed under this agreement by Contractor, its subcontractors or the employees of either, the above indemnity provision shall only apply to the extent permitted by such statute.

INSURANCE

13. In addition to any other insurance that Contractor shall acquire under this agreement, Contractor shall maintain at its own cost and expense such insurance of the types and in the amounts as required by Company to insure all of Contractor's obligations under this agreement and that will protect Company from all claims for damages to persons and to property that may arise from any operations under this agreement or any subcontracts related to this agreement. Contractor shall maintain during the entire term of this agreement insurance policies within minimum limits of coverage all as set forth on Exhibit B, which is made a part hereof by reference. Prior to commencing work, Contractor shall require its insurer or insurance agent to supply Company a certificate of insurance in the form as set forth on Exhibit C. Such insurance shall name Company as an additional insured in accordance with the requirements of Exhibit B.

with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them). The insurance coverages to be provided by Contractor under this paragraph, including but not limited to the additional insured coverage provided to Company, shall be independent of the indemnity provisions of this agreement, and are not designed solely to guarantee payment of Contractor's indemnity obligations.

GENERAL PROVISIONS

14. This agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company nor shall work under the contract be assigned to a subcontractor without the prior written consent of Company.

15. No amendment to this agreement shall be valid unless made in writing and signed by authorized representatives of both parties.

16. Company's right to require strict performance of Contractor's obligations shall not be affected in any way by prior waiver, forbearance or other course of dealing.

17. This agreement and any subsequent amendments comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, or representations, oral or written, expressed or implied, that are not merged into this agreement or superseded by it.

18. Subject to any restrictions imposed by applicable laws, if Contractor has a petition in bankruptcy filed by or against it, has a receiver appointed for it, becomes insolvent, makes a general assignment for the benefit of creditors, refuses or fails to supply competent supervision or enough properly skilled people or proper material, disregards laws, rules or regulations applicable to the work, or otherwise violates any provision of this agreement, then Company shall have the right (in addition to any other rights it may have at law or in equity) to treat such as a breach of this agreement and may, upon the giving of written notice, terminate this agreement, terminate employment of Contractor, and take possession of the premises, all materials, tools, equipment, supplies, and appliances of any type and finish the work by whatever method Company may deem appropriate.

19. Company may require Contractor to furnish a surety bond in the full amount of and guaranteeing faithful performance of this agreement, or otherwise guaranteeing Contractor's obligations under this agreement. Such bond(s) shall be written on a form prescribed or approved by Company and shall be purchased from a source approved by Company.

20. Company shall have the right, at any reasonable time and from time to time, to audit any and all records, documents and other data pertaining to this agreement. Contractor shall cooperate in furnishing to Company all such records, documents and other data in connection with any such audit.

21. Company does not guarantee an offer of work to Contractor during the term of this agreement. Company and Contractor agree, however, that any work offered by Company to Contractor and accepted by Contractor during the term of this agreement will be performed under the terms of this agreement. Company shall not be liable in damages or otherwise, if by reason of an act of God or public enemy, strike, lockout, boycott, picketing, riot, insurrection, fire, or any governmental order, rule, or regulation, or any ordinance Company shall be delayed in, or prevented from, furnishing any materials, equipment, facilities, services, etc., required to be furnished by it hereunder.

22. Contractor shall comply with and be subject to the most recent Substance Abuse Policy issued by Koch Industries, Inc. All employees of Contractor shall be subject to drug testing when on the premises of Company. In addition to the foregoing requirements, should Contractor perform services related to facilities regulated by the United States Department of Transportation, Contractor shall have developed and implemented, or have contracted with an organization that has developed and implemented, substance abuse policies in compliance with 41 U.S.C. 701, et seq., 49 C.F.R. Part 199 and 49 C.F.R. Part 40, if applicable, and, with respect to equal employment opportunity and affirmative action compliance, Contractor shall comply with the provisions of Section 202 of Executive Order 11246 and the rules and regulations issued pursuant to Section 201 thereof. Contractor shall provide Company with documentation demonstrating compliance with such laws upon the request of Company.

23. Contractor warrants and represents that, to the extent applicable to any activities that may be performed pursuant to this agreement by Contractor or its subcontractors, all of Contractor's employees and its subcontractors' employees have received all safety training required by law for employees working in an environment in which they may come in contact with crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Contractor agrees to permit Company to inspect Contractor's records in order to assure compliance with this Paragraph 23.

24. In the event any provision herein shall be judicially interpreted or held to be void or otherwise unenforceable as written, such provision shall be deemed to be revised and modified to the extent necessary to make it legally enforceable. In any event, the remaining terms of the agreement shall be enforceable as though the void or unenforceable provision did not exist.

TERM

25. This agreement shall be effective as of the date above written and shall continue for a one-year period following that date. At the end of the initial one-year period the agreement shall continue until replaced by a subsequent agreement or otherwise revoked by written notice by either party.

So agreed on the date below written.

COMPANY

By [Signature]
Title Division Manager
Date 11.11.96

COMPANY'S WITNESS

By [Signature]
Date 11.11.96

CONTRACTOR U.S. ENVIRONMENTAL SERVICES

By [Signature]
Title BARRY J. THIBODEAUX
Date OCTOBER 15, 1996

CONTRACTOR'S WITNESS

By [Signature]
Date OCTOBER 15, 1996

EXHIBIT "A"



SCHEDULE OF RATES

Corporate:

2809 E. Judge Perez Drive
Meraux, LA (USA) 70075

Mailing Address:
P. O. Box 948
Chalmette, LA 70044

Phone: (504) 279-9930
Fax: (504) 279-7756

Port Allen Division:

2044 Lobdel Hwy
Port Allen, LA (USA) 70767

Mailing Address
P. O. Box 664
Port Allen, LA 70767

Phone: (504) 267-4900
Fax: (504) 267-4952

Personnel (Portal to Portal)

NON-HAZARDOUS/OIL SPILL CLEANUP

		<i>Straight Time</i>	<i>Overtime</i>
Consultant/Project Manager	Per Day	\$ 750.00	\$ No OT
Health and Safety Administrator	Per Hour	50.00	No OT
Transportation and Disposal Coordinator	Per Hour	40.00	No OT
Supervisor	Per Hour	40.00	80.00
Logistics Administrator	Per Hour	38.00	54.00
Mechanic	Per Hour	36.00	54.00
Foreman	Per Hour	36.00	54.00
Equipment Operator/Recovery Technician	Per Hour	32.00	48.00
Pollution Laborer	Per Hour	24.00	38.00

PPE Non-Hazardous (Modified Level "C") will be charged at \$35.00 per man per day.

HAZARDOUS MATERIALS SPILL CLEANUP

		<i>Straight Time</i>	<i>Overtime</i>
Supervisor		\$ 70.00	\$ No OT
Health and Safety Specialist		50.00	75.00

EXHIBIT "A"

	<i>Straight Time</i>	<i>Overtime</i>
Transportation and Disposal Coordinator	40.00	No OT
Foreman/Equipment Operator	48.00	72.00
Environmental Specialist	40.00	60.00
Hazmat Laborer	35.00	52.50

Four (4) Hour Minimum Charge on Labor

The compilation and execution of reports, documents, and manifests will be assessed at the applicable straight time hourly rates. Hours worked other than 0800-1200 and 1300-1700, Monday through Friday including Saturdays, Sundays, and Holidays shall be charged at one and one-half times the straight time rate. Off-shore operators and labors are trained in the operation of Clean Gulf Associates rapid deployment equipment.

Ninety Dollars (\$90.00) per day per man subsistence is charged for any work performed fifty (50) miles from U. S. Environmental service points.

Equipment and Materials

	<i>Rate</i>	<i>Unit</i>
Automobile	\$ 75.00	Per Day
Pick-Up Truck	100.00	Per Day
Stake Truck	150.00	Per Day
4 Wheel Drive Vehicle	150.00	Per Day
Emergency Response Truck	150.00	Per Day
Vacuum Trucks	70.00	Per Hour
(All vehicles charged portal to portal)		
Vehicle Mileage Charge	.35	Per Mile
16' Boat with 20 HP Outboard	160.00	Per Day
17' Boat with Outboard	250.00	Per Day
20' Fast Response Boat	325.00	Per Day
15' Boat without Outboard	80.00	Per Day
Boom Trailer	125.00	Per Day
Equipment Trailer	125.00	Per Day
Site Administration Trailer		Cost Plus

	Rate	Unit
Marine equipment is furnished with paddles and life jackets for our personnel. Fuel is charged at \$1.30 per gallon.		
Hot Water High Pressure Unit	425.00	Per Day
Wash Pump	85.00	Per Day
Trash Pump	100.00	Per Day
Transfer Pump	150.00	Per Day
2" Stainless Steel Pump	285.00	Per Day
2" Air Diaphragm Pump	85.00	Per Day
Barrel Pump	75.00	Per Day
Submersible Pump	150.00	Per Day
2" Discharge Hose	25.00	Per 20' Lgth Per Day
2" Suction Hose	25.00	Per 20' Lgth Per Day
3" Discharge Hose	30.00	Per 20' Lgth Per Day
3" Suction Hose	30.00	Per 20' Lgth Per Day
2" Discharge Hose (Acid Resistant)	50.00	Per 20' Lgth Per Day
2" Suction Hose (Acid Resistant)	50.00	Per 20' Lgth Per Day
3/4" Air Compressor Hose	12.00	Per 50' Lgth Per Day
4 KW Generator	85.00	Per Day
12 KW Generator	150.00	Per Day
175 CFM Compressor	150.00	Per Day
Portable Light System	100.00	Per Day
Steam Cleaner	285.00	Per Day
Skimmer		Cost Plus
18" Oil Containment Boom	1.25	Per Ft Per Day

	Rate	Unit
36" Oil Containment Boom		Priced Upon Request
Boom Refurbishing Charge		Cost Plus
Boom Anchor 40 lbs	75.00	Each Job
Boom Anchor 65 lbs	135.00	Each Job
Boom Anchor 85 lbs	200.00	Each Job

PROTECTIVE CLOTHING AND ACCESSORIES

Disposable Protective Clothing

	Rate	Unit
+PPE Level "A"	\$	Per Occurrence
+PPE Level "B"	285.00	
+PPE Level "C"	90.00	
+PPE Level "D"	35.00	
<u>+This includes 2 change-outs per day.</u>		
<u>+This includes 1 change-out per day.</u>		
Tyvek Treated Suits With Hood	15.00	Each
PVC Treated Suits With Hood	25.00	Each
Protective Clothing (chemical specific)		Cost Plus
Acid Suit (two piece without hood)	90.00	Per Day
Acid Suit (encapsulated)	160.00	Per Day
Chemical Resistant Suit (two piece)	50.00	Per Day
Chemical Resistant Boot (steel toe)	30.00	Each (Replacement)
Protective Gloves	12.00	Each Pair (Replacement)
Inner Protective Gloves	4.00	Pair

Respiratory Protection

	Rate	Unit
Full Face Respirator	\$ 50.00	Per Day
Respirator Cartridges (single stage)	9.00	Each
Respirator Cartridges (double stage)	17.00	Each
Self Contained Breathing Apparatus	175.00	Per Day
Cascade Air System:	125.00	Per Unit Per Day Each
Air System Recharge Fee	30.00	Per Hour

FIELD INSTRUMENTATION

	Rate	Unit
H ₂ S Meter (portable)	75.00	Per Day
MSA O ₂ /LEL Explosimeter	125.00	Per Day
Chemical Specific Air Sampler (portable)	65.00	Per Day
Chemical Specific Tubes		Cost Plus
Portable pH Meter	30.00	Per Day
Conductivity Meter	45.00	Per Day

ANALYTICAL SUPPLIES

	Rate	Unit
Glass Tubing 1/4" ID x 36"	\$ 10.00	Per 3' Lgth
Sample Bottles, 16 oz, 32 oz	8.00	Each
Sample Bottles, 4 oz	6.00	Each

MISCELLANEOUS TOOLS AND SUPPLIES

	Rate	Unit
55-Gallon Recovery Drum (DOT)	\$ 150.00	Each
55-Gallon 17" Open Top Drum (DOT)	55.00	Each
55-Gallon 58" Closed Top Drum (DOT)	55.00	Each

	Rate	Unit
20-Gallon Pollution Can	12.00	Each
Labels	.75	Each
Fiber-Pak Drum		Cost Plus
Picards	2.00	Each
½" Polypropylene Rope	85.00	Per Roll
1/4" Polypropylene Rope	55.00	Per Roll
+ 6" Hand Pollution Net	20.00	Each Job
+ Rake	20.00	Each Job
+ Pitch Fork	18.00	Each Job
+ Shovel	18.00	Each Job
Polyethylene	75.00	Per Roll Per Bag
Cotton Wipes	35.00	Per Box
<u>± One Time Charge/Rental</u>		
	Rate	Unit
Industrial Weed Eater	75.00	Per Day
Wheel Barrow	25.00	Per Day
6 Rail Poly Bags	75.00	Per Roll
Chainsaw	75.00	Per Day
Gasoline & Diesel		Current Price
Sorbent Pads	55.00	Per Bale
Sorbent Rolls	135.00	Per Roll
Sorbent Boom	4.00	Per Foot
Sorbent Sweeps	125.00	Per Bale
Oil Snare	35.00	Per 15# Box
Fiberpearl	16.00	Per 16# Bag
Chemisorb Pillows	15.00	Each

HEAVY EQUIPMENT (ON REQUEST)

Case 450B Dozer or Equivalent
 Case 1150C Dozer or Equivalent
 Case 580C Backhoe or Equivalent
 Case 830C Excavator or Equivalent
 Dump Truck Tandem or Trailer Type
 Cherry Picker
 Forklift

COMMUNICATIONS

	<i>Rate</i>	<i>Unit</i>
Cellular Phone Price Plus Air Time	25.00	Per Day Per Unit
Radio, Hand Held/Phone Patch Price Plus Air Time	25.00	Per Day Per Unit

TERMS AND CONDITIONS

- I. All subcontractor charges shall be charged at cost plus twenty percent (20%).
- II. All applicable federal, state and local taxes, except income and ad valorem, as they pertain to services, equipment rental, sales of material, manufacturer repair, delivery and/or transportation shall be for the Customer's account.
- III. Certificates of insurance will be issued upon request and include coverage for Workers's Compensation, U.S. Longshoremen and Harbor Worker's Act, Jones Act, General Liability, Ship repairers, Stevedores, Terminal Operators and automobile/vehicle coverage.
- IV. An equipment cleaning and repair/replacement charge will be assessed as needed and agreed upon by the Customer and contractor site representative. Normal; one half day rental per piece of equipment. Boom cleaning will be determined and range from .50 per foot to \$2.00 per foot.
- V. At all times during the cleanup phase, the Customer shall be deemed to have exclusive title to the waste generated and any personal and/or real property affected by the waste.
- VI. Fees and charges incurred by Customer shall be paid by Customer within thirty (30) days from date of invoice. A service charge of 1.5% per month shall be charged on all balances not paid by Customer within the aforementioned terms.

**Exhibit B
Insurance Requirements
Supplement to Intermittent Services Agreement**

- 1.0 With respect to Contractor's performance of the agreement to which this exhibit is attached (referred to hereinafter as the "agreement"), Contractor shall maintain the following insurance:
- 1.1 **Worker's Compensation and Employers' Liability Insurance**, as prescribed by applicable law including insurance covering liability under the Longshoremen's and Harbor Workers' Compensation Act, the Merchant Marine Act of 1920 (Jones Act) and the Outer Continental Shelf Land Act, if applicable. Coverage will include an Alternate Employer Endorsement (WC 00 03 01) naming Company as an Alternate Employer.
 - 1.2 **Commercial General Liability Insurance**, which shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 00 01 11 88 or CG 00 01 10 93) with standard exclusions "a" through "n", with a minimum combined single limit of **\$3,000,000** per occurrence for Bodily injury and Property Damage and a **\$3,000,000** aggregate each for the general policy and the Products/Completed Operations hazard. This insurance must include the following features:
 - 1.2.1 If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, and if Contractor's commercial general liability insurance policy is form ISO CG 00 01 11 88, then such policy will include a Railroad's Contractual Liability Endorsement CG 24 17 10 93.
 - 1.2.2 Contractual Liability coverage
 - 1.2.3 Products and Completed operations.
 - 1.2.4 Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of the ground (XCU coverage), if applicable.
 - 1.2.5 Coverage will include Additional Insured - Owners, Lessees or Contractors (Form B) Endorsement (CG 20 10 10 93) naming Company as an additional insured
 - 1.3 **Automobile Liability Insurance**, covering all owned, non owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of **\$3,000,000** per accident. This insurance must include contractual liability coverage.
 - 1.4 **Aircraft Liability Insurance** - If any operations require the use of aircraft, including helicopters, Contractor shall maintain or require owners of such aircraft to maintain Aircraft Liability Insurance with a combined single limit of not less than **\$5,000,000** for bodily injury and property damage (including passenger) liability.
 - 1.5 **Hull and Machinery Insurance** covering vessels or barges owned or bareboat chartered by Contractor and used by Contractor in the performance of the agreement. Such vessels shall be insured for no less than the fair market value of such vessel or barge. Coverage shall include **Collision Liability Insurance** with limits no less than **\$5,000,000**.
 - 1.6 **Protection and Indemnity Insurance** - If marine work is to be performed under the agreement, Contractor shall maintain Protection and Indemnity Insurance, including coverage for injuries to or death of masters, mates and crews of vessels used in the performance of the agreement. The limits of liability of such insurance shall not be less than **\$5,000,000** per occurrence. Contractor may cover its obligation for loss of life or bodily injury to the crew of the vessel by extension of the Workers Compensation Insurance 1.1 above (Jones Act). Coverage shall also include pollution liability for loss as specified in the requirements of applicable United States Federal and State Laws. All certificates evidencing financial responsibility shall be current and carried on board
 - 1.7 **Railroad Protective Liability** - If required by Company, Contractor shall maintain Railroad Protective Liability Insurance naming the railroad as the insured with a limit for bodily injury and property damage liability of **\$2,000,000** per occurrence, **\$6,000,000** aggregate. The original of said policy shall be furnished to railroad prior to any construction or entry upon the railroad easement premises by Contractor.
 - 1.8 **Umbrella / Excess Insurance** - The limits specified in 1.1, 1.2, 1.3, 1.4, 1.5 and 1.6 above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

2.0 Policy Endorsements

2.1 The above insurance shall include a requirement that the insurer provide Company with thirty (30) days' written notice prior to the effective date of any cancellation or material change of the insurance.

2.2 The insurance specified in Section 1.2, 1.4, 1.5, 1.6 and 1.8 hereof shall:

(i) name Company as an additional insured with respect to work performed for Company, with such additional insured endorsements providing coverage for Company with respect to liability arising out of Contractor's work performed for Company (including, but not limited to, liability caused or contributed to by the negligence of Contractor, its subcontractors, Company, third parties, or the agents, employees, or officers of any of them); and:

(ii) be primary to and not in excess of or contributory with any other insurance available to Company.

3.0 **Evidence of Insurance** - Contractor shall, before commencing work, provide Company with a certificate (see attached Exhibit C) satisfactory to Company of the insurance coverages and endorsements set forth in Sections 1.0 and 2.0 above. If requested by Company, Contractor shall provide Company with certified copies of all policies.

4.0 Waiver of Subrogation

4.1 Contractor, on behalf of its insurers, waives any right of subrogation that such insurers may have against Company arising out of this agreement.

4.2 The insurance specified in Section 1.1 hereof shall contain a waiver of the right of subrogation against Company and an assignment of statutory lien, if applicable.

4.3 Any physical damage insurance carried by Contractor on construction equipment, tools, temporary structures and supplies owned or used by Contractor shall provide a waiver of the right of subrogation against Company.

5.0 The obligation to carry the insurance required by this Exhibit shall not limit or modify in any way any other obligations assumed by the Contractor under the agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. Company shall not be under any duty to advise Contractor in the event that Contractor's insurance is not in compliance with this agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THE AGREEMENT, OR AN AMENDMENT TO THE AGREEMENT.


KOCH RISK MANAGEMENT SERVICES

MICHELLE P. BUTTERFIELD
MANAGER, CONTRACT RISK

June 30, 2006

Mr. Richard Burgard
Veolia ES Special Services, Inc.
2905 Paine Avenue
Sheboygan, WI 53081

Via Email: richard.burgard@veoliaes.com

Re: Amendment of Intermittent Services Agreement 9501056-A
Flint Hills Resources, LP, Koch Pipeline Company, L.P., Minnesota Pipe Line Company

Dear Mr. Burgard:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated September 26, 1995, as amended, with the above referenced companies. It has been brought to our attention that your company's name is now Veolia ES Special Services, Inc. rather than Onyx Special Services, Inc. as presently evidenced on the ISA.

The purpose of this letter is to amend the term "Contractor", as that term is used in the ISA, as follows:

Veolia ES Special Services, Inc.

Under this proposed amendment letter, future work/services performed by Veolia ES Special Services, Inc. for any of the above referenced companies will be done pursuant to the ISA dated September 26, 1995, as amended, and this amendment dated June 30, 2006.

Please ask your agent to provide a certificate of insurance to evidence your current insurance coverage and the required endorsements. We require the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Michelle P. Butterfield, Contract Risk Manager, Koch Industries, Inc., P.O. Box 2256, Bldg. T5G, Wichita, Kansas 67201 or by fax to (316) 828-9726.

Sincerely,

Michelle P. Butterfield
Contract Risk Manager

MPB/bb

AGREED AND ACCEPTED:
Veolia ES Special Services, Inc.

Federal ID No.: 39-1432114
By: [Signature] ~~7-6-06~~
Printed Name: Chris Hohol
Title: VP / General Mgr.
Date: 7-6-06



CONTRACTUAL RISK MANAGEMENT

BILL BURGIN
CRM Legal Assistant

October 12, 2005

Via Facsimile: 920-458-0936

Mr. Richard Burgard
Onyx Special Services, Inc.
2905 Paine Avenue
Sheboygan, WI 53081

Re: Agreement #9501056-A

Dear Mr. Burgard:

Your company currently has in effect an Agreement dated September 26, 1995 (as amended, if applicable) (herein, the "Agreement") with Flint Hills Resources, LP, Koch Materials Company, Koch Pipeline Company, L.P., Minnesota Pipe Line Company. The purpose of this letter is as discussed below:

In connection with the sale by Koch Materials Company ("KMC") of certain of its asphalt assets on May 31, 2005, KMC has been removed from and is no longer a party to this Agreement, effective June 1, 2005. For the avoidance of doubt the terms of this Agreement will continue to apply to any event or occurrence on before June 1, 2005.

Also, due to divestitures, any of the following companies also parties to the Agreement may be removed: Chemical Petroleum Exchange, Inc., K.C. Asphalt, L.L.C. d/b/a Koch Performance Asphalt Company, Koch Waterproofing Solutions, Inc., Materials Transportation Services, Inc., NK Asphalt Partners, d/b/a Koch Asphalt Solutions – Southwest.

Please note that, except for the change to the Agreement set forth above, the terms, covenants and conditions of the Agreement will remain in full force and effect.

If you have any questions, please call me at (316) 828-5675.

Sincerely,

A handwritten signature in cursive script that reads "Bill Burgin".

Bill Burgin

920-458-0936 SUPERIOR SERVICES

174 P03

MAY 05 '03 10:55



LEGAL DEPARTMENT

April 16, 2003

LYNDA L. WENINGER
LEGAL ASSISTANTVIA FACSIMILE: 920-458-0936Mr. Richard Burgard
Onyx Special Services, Inc.
2905 Paine Avenue
Sheboygan, Wisconsin 53081

Re: Intermittent Services Agreement 9501056 A
 Koch Materials Company Koch Pipeline Company, L.P.
 Minnesota Pipe Line Company
 Flint Hills Resources, LP (f/n/a Koch Petroleum Group, L.P.)

Dear Mr. Burgard:

Your company currently has in effect an Intermittent Services Agreement ("ISA") dated September 26, 1995, as amended April 17, 1998 and January 16, 2001, with the above referenced Koch companies. It has been brought to our attention that your company's name is **Onyx Special Services, Inc.**, rather than Superior Special Services, Inc. as presently evidenced on the ISA. Koch proposes amending the term "Contractor" as that term is used in the ISA dated September 26, 1995, to include **Onyx Special Services, Inc.**

In addition, Koch proposes adding certain clarification language to the ISA. For the convenience of the parties, and in order to reduce the necessity of having multiple agreements, the term "Company," as used in the ISA, currently includes multiple entities. Koch proposes adding the following language as a new last paragraph to the ISA, effective upon your company's execution of this letter amendment:

"The parties recognize and acknowledge that 'Company,' as defined above, includes more than one entity. Contractor agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to work performed for such entity."

Under this proposed amendment letter, future work/services performed by Onyx Special Services, Inc. for any of the above referenced Koch companies will be done pursuant to the ISA dated September 26, 1995, the amendments dated April 17, 1998 and January 16, 2001, and this amendment dated April 16, 2003.

A copy of the enclosed Exhibit C-Certificate of Insurance reflecting this amendment has been forwarded to your Insurance agency. Please ask your agent to complete the Exhibit C to evidence your

Onyx Special Services, Inc.

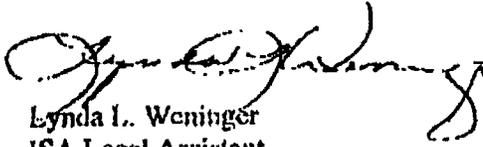
April 16, 2003

Page 2

current insurance coverage and the required endorsements. Koch requires the alternate employer and waiver of subrogation endorsements under the workers compensation-employer liability policy, and the additional insured endorsement (CG 20 10 10 93 or CG 20 10 03 97) under the general liability and any applicable umbrella/excess liability policy.

If you agree with this amendment letter, please sign in the appropriate space below and return this letter to Lynda L. Weninger, ISA Legal Assistant, Koch Legal Services, Koch Industries, Inc., P O. Box 2256, Hldg. T4F, Wichita, Kansas 67201.

Sincerely,



Lynda L. Weninger
ISA Legal Assistant

AGREED AND ACCEPTED:
Onyx Special Services, Inc.

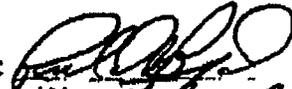
By: 
Printed Name: Luciano P. Bolognino
Title: ~~Contract Administrator~~
Date: _____



TABLE OF CONTENTS: 2012 EMERGENCY RESPONSE RATE SCHEDULE

SECTION I: RATE SCHEDULE

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Page 14 - Fuel Surcharge Letter

SECTION III: ATTACHMENT "B"

Page 15-16 - Explanation / Clarification to Emergency Response Rate Schedule

EMERGENCY RESPONSE RATES**NON-HAZARDOUS MATERIALS (OIL SPILL) Personnel** UOM ST

Class Code				Rate	OT Rate
PERS	ER-NH-001	Senior Project Manager - Company Officer	hr	\$95.00	\$142.50
PERS	ER-NH-002	Project Manager	hr	\$80.00	\$120.00
PERS	ER-NH-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-NH-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-NH-005	Chemist, Biologist, Geologist	hr	\$95.00	\$142.50
PERS	ER-NH-006	Health and Safety Manager	hr	\$60.00	\$90.00
PERS	ER-NH-007	Rescue Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-008	Rescue Tech	hr	\$40.00	\$60.00
PERS	ER-NH-009	Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-010	Foreman	hr	\$45.00	\$67.50
PERS	ER-NH-011	Transportation and Disposal Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-012	Logistics Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$45.00	\$67.50
PERS	ER-NH-014	Boat Operator / Response Equipment	hr	\$42.00	\$63.00
PERS	ER-NH-015	Truck Operator (roll off / vac truck)	hr	\$35.00	\$52.50
PERS	ER-NH-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-NH-017	Welder	hr	\$50.00	\$75.00
PERS	ER-NH-018	Recovery Technician	hr	\$35.00	\$52.50
PERS	ER-NH-020	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-NH-021	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

HAZARDOUS MATERIALS (HAZMAT) Class Code Personnel

Class Code			UOM	ST Rate	OT Rate
PERS	ER-HAZ-002	Project Manager	hr	\$110.00	\$165.00
PERS	ER-HAZ-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-HAZ-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-HAZ-005	Chemist, Biologist, Geologist	hr	\$95.00	\$145.50
PERS	ER-HAZ-006	Health and Safety Manager	hr	\$75.00	\$112.50
PERS	ER-HAZ-007	Rescue Supervisor	hr	\$75.00	\$112.50
PERS	ER-HAZ-008	Rescue Tech	hr	\$60.00	\$90.00
PERS	ER-HAZ-009	Supervisor	hr	\$65.00	\$97.50
PERS	ER-HAZ-010	Foreman	hr	\$55.00	\$82.50
PERS	ER-HAZ-011	Transportation and Disposal Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-012	Logistics Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$55.00	\$82.50
PERS	ER-HAZ-014	Boat Operator / Response Equipment	hr	\$50.00	\$75.00
PERS	ER-HAZ-015	Truck Operator (roll off / vac truck)	hr	\$42.00	\$75.00
PERS	ER-HAZ-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-HAZ-017	Welder	hr	\$50.00	\$75.00
PERS	ER-HAZ-018	Recovery Technician	hr	\$42.00	\$63.00
PERS	ER-HAZ-019	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-HAZ-020	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

Class Code - 1	Automotive Equipment	UOM	ST Rate	Add'l
AUTO ER-1-010	Truck, Pickup (1/2 ton) 2-WD	day	\$100.00	
AUTO ER-1-011	Truck, Pickup (1/2 ton) 4-WD	day	\$150.00	
AUTO ER-1-012	Truck, Pickup (3/4 - 1 ton) 2-WD	day	\$125.00	
AUTO ER-1-013	Truck, Pickup (3/4 - 1 ton) 4-WD	day	\$195.00	
AUTO ER-1-014	Truck, Response - Fully Equipped	day	\$195.00	
AUTO ER-1-015	Truck, Roll Off (Double Haul Trailer) 80,000 #	hr	\$50.00	+ op
AUTO ER-1-016	Truck, Roll Off (Bobtail) 65,000 #	hr	\$60.00	+ op
AUTO ER-1-017	Truck, Roll Off (Tractor) 80,000 #	hr	\$45.00	+ op
AUTO ER-1-018	Truck, Vacuum - 130 bbl (Carbon Steel)	hr	\$70.00	+ op
AUTO ER-1-018A	Truck, Vacuum - 130 bbl (Stainless Steel)	hr	\$115.00	+ op
AUTO ER-1-019	Truck, Vacuum - 70 bbl (Carbon Steel)	hr	\$60.00	+ op
AUTO ER-1-020	Truck, Vacuum - 70 bbl (Stainless Steel)	hr	\$80.00	+ op
AUTO ER-1-021	Truck, Stake Bed (1 ton) w/ Liftgate	hr	\$50.00	+ op
AUTO ER-1-022	ATV - 4x4	day	\$350.00	
AUTO ER-1-023	ATV - 6x6	day	\$425.00	
AUTO ER-1-024	ATV - Mule	day	\$400.00	
AUTO ER-1-025	Automobile - Passenger Car	day	\$100.00	
AUTO ER-1-026	Backhoe (Case 580 or equiv.) 2 - WD	day	\$450.00	+ op
AUTO ER-1-027	Backhoe (Case 580 or equiv.) 4 - WD	day	\$500.00	+ op
AUTO ER-1-028	Bobcat / Skid steer	day	\$390.00	+ op
AUTO ER-1-029	Bull Dozer - Cat D6E (155 hp)	day	\$1,300.00	+ op
AUTO ER-1-030	Drum Crusher - Hydraulic	day	\$450.00	
AUTO ER-1-031	Excavator - Komatsu PC300LC	day	\$1,600.00	+ op
AUTO ER-1-032	Excavator - Mini	day	\$450.00	+ op
AUTO ER-1-033	Super-Vac, Air Machine - 28" Hg	hr	\$145.00	+ op
AUTO ER-1-034	Super-Vac, Air Machine - with Cyclone	hr	\$155.00	+ op
AUTO ER-1-035	Super-Vac, Air Machine - Standard	hr	\$125.00	+ op
AUTO ER-1-036	Super-Vac, Hydro-Excavator - 28' @ 40 gpm	hr	\$145.00	+ op
AUTO ER-1-037	Tractor & End Dump Trailer (80,000 #)	hr	\$60.00	+ op
AUTO ER-1-038	Trailer - ATV	day	\$75.00	
AUTO ER-1-039	Trailer, 16' Lowboy - 7,000 #	day	\$90.00	
AUTO ER-1-040	Trailer, 20' Gooseneck Lowboy - 14,000 #	day	\$150.00	
AUTO ER-1-041	Trailer, Response - 16'	day	\$250.00	
AUTO ER-1-042	Trailer, Response - 28'-32'	day	\$325.00	
AUTO ER-1-043	Trailer, Mobile Command Unit	day	\$2000.00	
AUTO ER-1-044	Trailer, Dry Van 53'	day	\$175.00	
AUTO ER-1-045	Trailer, Travel 32' Personnel	day	\$400.00	
AUTO ER-1-046	Van, 15 Passenger	day	\$200.00	
AUTO ER-1-047	Tractor, Farm w/ Front Loader & Tiller	day	\$375.00	

Class Code - 2		Marine Equipment	UOM	ST Rate	Add'l
MAR	ER-2-010	Boat, 28'-32' Barge -powered w/GPS & Radio	day	\$1200.00	+ fuel
MAR	ER-2-010.5	Recovery Barge 120 BBL	day	\$600.00	
MAR	ER-2-011	Boat, 24'-28' Fast Response Boat w /GPS & Radio	day	\$900.00	+ fuel
MAR	ER-2-012	Boat, 32' or larger	day	cost + 20%	+ fuel
MAR	ER-2-014	Boat, 19' - 24' Fast Response w/ GPS & Radio	day	\$700.00	+ fuel
MAR	ER-2-016	Vessel of Opportunity (VOO)	day	cost + 20%	+ fuel
MAR	ER-2-017	Boat, 14' - 18' Flat	day	\$250.00	+ fuel
MAR	ER-2-018	Boat, Pirogue (or equivalent)	day	\$125.00	
MAR	ER-2-019	Air Compressor - 12 cfm	day	\$110.00	
MAR	ER-2-020	Air Compressor - 20 cfm	day	\$180.00	
MAR	ER-2-021	Anchor 22 #	day	\$65.00	
MAR	ER-2-022	Anchor 40 #	day	\$150.00	
MAR	ER-2-023	Anchor 65 #	job	\$210.00	
MAR	ER-2-024	Anchor 85 #	job	\$275.00	
MAR	ER-2-025	Anchor Buoys	job	\$10.00	
MAR	ER-2-026	Boom - 10" Containment	job	\$1.20	
MAR	ER-2-027	Boom - 18" Containment	day	\$1.40	
MAR	ER-2-028	Boom - 6" Containment	ft/day	\$1.00	
MAR	ER-2-029	Boom Container (Roll-Off Skid Mounted) 20"	ft/day	\$100.00	
MAR	ER-2-030	Boom Lights (chemical)	ft/day	\$15.00	
MAR	ER-2-031	Boom Lights (strobe)	day	\$30.00	
MAR	ER-2-032	Skimmer - Drum (25-35 gpm) Pneumatic	ea	\$400.00	
MAR	ER-2-033	Skimmer - Drum (50-70 gpm) Pneumatic	day	\$600.00	
MAR	ER-2-034	Skimmer - Duck Bill - Vaccum Truck Operated	day	\$50.00	
MAR	ER-2-035	Skimmer - Belt 36" Hydraulic (incl. power pack)	day	\$4500.00	+ fuel
MAR	ER-2-036	Trailer, Boom - 16'-20' Lowboy	day	\$110.00	
MAR	ER-2-037	Trailer, Boom - 20 - 30' Gooseneck	day	\$150.00	
MAR	ER-2-038	Trailer, Boom - 53' Dry Van	day	\$175.00	
MAR	ER-2-039	Vacuum Unit, Portable Self Contained - 8 bbl cap.	day	\$650.00	

Class Code - 3	Personnel Protective Equipment	UOM	Rate	Add'l
PPE	ER-3-010	Level A - Full Encapsulated (responder)	ea	\$1,800.00
PPE	ER-3-011	Level B - (CPF III)	ea	\$125.00
PPE	ER-3-012	Level B - (CPF IV)	ea	\$175.00
PPE	ER-3-013	Level C - (CPF I)	ea	\$55.00
PPE	ER-3-014	Level C - (CPF II)	ea	\$70.00
PPE	ER-3-015	Level C - (CPF III)	ea	\$90.00
PPE	ER-3-016	Level D - (FRC, hardhat, boots, eyewear)	day	\$35.00
PPE	ER-3-017	Acid Suit - 2 piece	ea	\$110.00
PPE	ER-3-018	Boot Covers - HazMat (Chicken Booties)	pair	\$5.00
PPE	ER-3-019	Boot Covers - Latex	pair	\$8.50
PPE	ER-3-020	Boot Covers - Silver Shield	pair	\$15.00
PPE	ER-3-021	Boots - Rubber - Steel Toe/Shank	day	\$18.00
PPE	ER-3-022	Boots - Nitrile - Steel Toe/Shank	day	\$45.00
PPE	ER-3-023	Breathing Air Hose 50' (high pressure)	day	\$25.00
PPE	ER-3-024	Breathing Air Hose 50' (low pressure)	day	\$15.00
PPE	ER-3-025	Breathing Air Manifold	day	\$35.00
PPE	ER-3-026	Breathing Air Regulator	day	\$25.00
PPE	ER-3-027	Breathing Air Trailer	day	\$350.00
PPE	ER-3-028	Bunker Gear - includes pant/boots/gloves/helmet/FRC	day	\$250.00
PPE	ER-3-029	Drager Hand Pump	day	\$55.00
PPE	ER-3-030	Drager Tubes - Colorimetric	ea	cost+20%
PPE	ER-3-031	Ear Muffs	pair	\$11.50
PPE	ER-3-032	Ear Plugs (box of 100 pair)	ea	\$49.00
PPE	ER-3-033	Eyewash, Emergency Portable	day	\$50.00
PPE	ER-3-034	Face shield w / Bracket - Headgear	ea	\$22.00
PPE	ER-3-035	First Aid Kit (Personnel)	ea	cost+20%
PPE	ER-3-036	Glove - Nitrile/Latex Inner Glove	box	\$26.00
PPE	ER-3-037	Gloves - Cotton String	pair	\$1.50
PPE	ER-3-038	Gloves - Cotton String w / latex Tips	pair	\$3.00
PPE	ER-3-039	Gloves - Kevlar (all-in-one) Hazmat	pair	\$110.00
PPE	ER-3-040	Gloves - Leather	pair	\$9.00
PPE	ER-3-041	Gloves - Nitrile	pair	\$5.50
PPE	ER-3-042	Gloves - PVC	pair	\$5.00
PPE	ER-3-043	Gloves - Silver Shield	pair	\$15.00
PPE	ER-3-044	Gloves - Viton w / Liner	pair	\$75.00
PPE	ER-3-045	Goggles - Chemical Splash	pair	\$9.50
PPE	ER-3-046	Harness - Full Body	day	\$20.00
PPE	ER-3-047	Lanyard 6'	day	\$20.00
PPE	ER-3-048	Lifeline (rope) 50'	day	\$25.00
PPE	ER-3-049	Metatarsal - Foot Protection	day	\$25.00
PPE	ER-3-050	Monitor - 4 gas (LEL, H2S, CO, O2)	day	\$125.00
PPE	ER-3-051	Monitor - Benzene (PID)	day	\$195.00
PPE	ER-3-052	Monitor - Jerome 431 -X- (Hg)	day	\$225.00
PPE	ER-3-053	Monitor - Personal H2S	day	\$35.00
PPE	ER-3-054	Monitor - VOC	day	\$125.00
PPE	ER-3-055	Rescue Kit	day	\$125.00
PPE	ER-3-056	Respirator - 1/2 Face Disposable (OV, AG)	ea	\$25.00

PPE	ER-3-057	Respirator - 1/2 Face Disposable Dust Mask	ea	\$5.00
PPE	ER-3-058	Respirator - Full Face Cartridge (excludes cartridges)	day	\$40.00
PPE	ER-3-059	Respirator - Supplied Air	day	\$30.00
PPE	ER-3-060	Respirator - Supplied Air (5 minute escape pack)	day	\$35.00
PPE	ER-3-061	Respirator Cartridges (pair) AG	pair	\$16.50
PPE	ER-3-062	Respirator Cartridges (pair) HEPA	pair	\$12.00
PPE	ER-3-063	Respirator Cartridges (pair) Hg	pair	\$42.00
PPE	ER-3-064	Respirator Cartridges (pair) OV	pair	\$16.50
PPE	ER-3-065	Respirator Cartridges (pair) OV-AG	pair	\$21.00
PPE	ER-3-066	Rope Ladder	day	\$60.00
PPE	ER-3-067	SCBA - 30 minute - NFPA Approved	day	\$200.00
PPE	ER-3-068	SCBA - cylinder refill - 30 minute	ea	\$20.00
PPE	ER-3-069	SCBA - spare cylinder - 30 minute	day	\$15.00
PPE	ER-3-070	Signal Air Horn	ea	\$15.00
PPE	ER-3-071	Slicker Suit - Rain Gear - 2 pc.	ea	\$20.00
PPE	ER-3-072	Tripod w / Retrieval Winch	day	\$150.00
PPE	ER-3-073	Tyvek - Coveralls	ea	\$15.00
PPE	ER-3-074	Tyvek - Coveralls - Poly Coated	ea	\$20.00
PPE	ER-3-075	Tyvek - Coveralls - FRC Rated	ea	\$22.00
PPE	ER-3-076	Vest - Fluorescent Traffic Safety	day	\$5.00
PPE	ER-3-077	Waders, Chest	day	\$40.00
PPE	ER-3-078	Waders, Hip	day	\$30.00

Class Code - 4		Pumps / Hoses / Washing Equipment	UOM	Rate	Add'l
WASH	ER-4-010	Extended Wand 12' - 4,000 psi	day	\$95.00	
WASH	ER-4-011	Foot Pedal -10k	day	\$45.00	
WASH	ER-4-012	Hose, ADS 4" X 100'	roll	\$150.00	
WASH	ER-4-013	Hose, ADS 6" x 100'	roll	\$210.00	
WASH	ER-4-014	Hose, Air - 3/8" x 50'	day	\$15.00	
WASH	ER-4-015	Hose, Air / Water - 3/4" x 50' (Chicago)	day	\$15.00	
WASH	ER-4-016	Hose, Chemical Resistant - 2" x 25'	day	\$45.00	
WASH	ER-4-017	Hose, Chemical Resistant - 3" x 25'	day	\$55.00	
WASH	ER-4-018	Hose, Fire 1-1/2" x 100'	day	\$25.00	
WASH	ER-4-019	Hose, Fire 2-1/2" x 100'	day	\$40.00	
WASH	ER-4-020	Hose, Fittings and Adapters (Misc.)	ea / day	\$5.00	
WASH	ER-4-021	Hose, Hydroblast - 10,000 psi x 25'	day	\$40.00	
WASH	ER-4-022	Hose, Hydroblast - 20,000 psi x 25'	day	\$70.00	
WASH	ER-4-023	Hose, Pressure Washer - 5,000 psi x 50'	day	\$25.00	
WASH	ER-4-024	Hose, PVC -1" x 10'	day	\$10.00	
WASH	ER-4-025	Hose, Vacuum Truck - 2" x 25'	day	\$25.00	
WASH	ER-4-026	Hose, Vacuum Truck - 2" x 10'	day	\$10.00	
WASH	ER-4-027	Hose, Vacuum Truck - 3" x 25'	day	\$30.00	
WASH	ER-4-028	Hose, Wash Pump Discharge - 1-1/2" x 10 - 25'	day	\$15.00	
WASH	ER-4-029	Hose, Wash Pump Discharge (Layflat)1-1/2" x 50'	day	\$20.00	
WASH	ER-4-030	Hose, Wash Pump Suction - 2" x 10'	day	\$8.00	
WASH	ER-4-031	Hydro blaster - 10,000 psi (10K)	day	\$595.00	
WASH	ER-4-032	Hydro blaster - 20,000 psi (20K)	day	\$950.00	
WASH	ER-4-033	Metatarsal Foot Protection	day	\$25.00	
WASH	ER-4-034	Miscellaneous Tips / Fittings		cost+20%	
WASH	ER-4-035	Pressure Washer - 3,000 psi (gas engine)	day	\$150.00	
WASH	ER-4-036	Pressure Washer - 3,500 - 5,000 psi (hot water)	day	\$325.00	
WASH	ER-4-037	Pressure Washer Trailer Mounted (hot water)	day	\$325.00	
WASH	ER-4-038	Pump Double Diaphragm - 2" Aluminum	day	\$90.00	
WASH	ER-4-039	Pump Double Diaphragm 2" Poly	day	\$175.00	
WASH	ER-4-040	Pump Double Diaphragm 2" Stainless Steel	day	\$250.00	
WASH	ER-4-041	Pump Double Diaphragm 3" Poly	day	\$210.00	
WASH	ER-4-042	Pump Double diaphragm 3" Stainless Steel	day	\$310.00	
WASH	ER-4-043	Pump Double diaphragm 1" Poly	ea	\$155.00	
WASH	ER-4-044	Pump, Single Diaphragm 2"-engine (mud hen)	day	\$110.00	
WASH	ER-4-045	Pump, Disposable Drum	ea	\$21.00	
WASH	ER-4-046	Pump, Rotary Petroleum Fuel - Manuel	day	\$25.00	

Class Code - 4	Pumps / Hoses / Washing Equipment (cont.)	UOM	Rate	Add'l
WASH	WASH ER-4-045 Roto - Nozzle 10k	day	\$95.00	
WASH	WASH ER-4-046 Shotgun 10k	day	\$50.00	
WASH	WASH ER-4-047 Steam Cleaner - Self Contained	day	\$425.00	
WASH	WASH ER-4-048 Surface Cleaner - 3,000 psi	day	\$175.00	
WASH	WASH ER-4-049 Wash Pump 2" - diesel powered	day	\$110.00	
WASH	WASH ER-4-050 Wash Pump 2" - gasoline powered	day	\$90.00	
WASH	WASH ER-4-051 Wash Pump 3" - diesel powered	day	\$140.00	
WASH	WASH ER-4-052 Wash Pump 3" - gasoline powered	day	\$125.00	

Class Code - 5		Sorbents	UOM	Rate	Add'l
SORB	ER-5-011	Floor Gator - 50# bag	ea	\$25.00	
SORB	ER-5-012	Kitty Litter	ea	\$15.00	
SORB	ER-5-013	Mortar Mix, 40# bag	ea	\$18.00	
SORB	ER-5-014	Oil Avenger - Granular - 50# bag	ea	\$28.00	
SORB	ER-5-015	Oil Gator - 30# bag	ea	\$43.00	
SORB	ER-5-016	Oil Sponge - General Purpose - 30# bag	ea	\$33.00	
SORB	ER-5-017	Oil-Dri - Granular - 50# bag	ea	\$25.00	
SORB	ER-5-018	Peat Moss - 2 cu. ft.	ea	\$37.00	
SORB	ER-5-019	Snare Boom, Viscous Oil - 50' on Rope	ea	\$90.00	
SORB	ER-5-020	Snare, Viscous Oil 30 / bag	ea	\$75.00	
SORB	ER-5-021	Sorbent, Boom 5" x 10' - 4 / bale (petro)	bale	\$119.00	
SORB	ER-5-022	Sorbent, Boom 5" x 10' - 4 / bale (univ)	bale	\$135.00	
SORB	ER-5-023	Sorbent, Boom 8" x 10' - 4 / bale (petro)	bale	\$175.00	
SORB	ER-5-024	Sorbent, Boom 8" x 10' - 4 / bale (univ)	bale	\$200.00	
SORB	ER-5-025	Sorbent, Industrial Rug 36" x 300'	ea	\$255.00	
SORB	ER-5-026	Sorbent, Pads - 100 / bale (chem)	bale	\$70.00	
SORB	ER-5-027	Sorbent, Pads - 100 / bale (petro)	bale	\$62.00	
SORB	ER-5-028	Sorbent, Pads - 100 / bale (univ)	bale	\$105.00	
SORB	ER-5-029	Sorbent, Roll - 144' x 38" x 3/8" (petro)	ea	\$155.00	
SORB	ER-5-030	Sorbent, Sweep - 100' x 17" x 1/4"	ea	\$125.00	
SORB	ER-5-031	Sphag Sorb - 2 cu. ft.	ea	\$43.00	
SORB	ER-5-032	Vermiculite - 2 cu. ft.	ea	\$30.00	
SORB	ER-5-033	Zorbent, Absorbent material - 50# bag	ea	\$60.00	

Class Code - 6		Haz-Mat Equipment	UOM	Rate	Add'l
HAZ	ER-6-010	Betz" Emergency Offloading Valve	day	\$500.00	
HAZ	ER-6-011	Chlorine "A" Kit	day	\$500.00	
HAZ	ER-6-012	Chlorine "B" Kit	day	\$750.00	
HAZ	ER-6-013	Chlorine "C" Kit	day	\$1,000.00	
HAZ	ER-6-014	Coliwasa, Disposable Glass Tubing	ea.	\$20.00	
HAZ	ER-6-015	Compressor, Corken 2"	day	\$1,750.00	
HAZ	ER-6-016	Drill, Pneumatic	day	\$100.00	
HAZ	ER-6-017	HAZ-MAT Test Kit	day	\$125.00	+ \$ 30.00 / test
HAZ	ER-6-018	Laboratory Analysis		cost+20%	
HAZ	ER-6-019	Nitrogen, Gas Cylinder Refill	ea	\$35.00	
HAZ	ER-6-020	Nitrogen, Liquid Purge		cost+20%	
HAZ	ER-6-021	pH Meter	day	\$50.00	
HAZ	ER-6-022	pH Pen	day	\$25.00	
HAZ	ER-6-023	Safety Shower, Emergency - (portable)	day	\$125.00	
HAZ	ER-6-024	Sample Kit - Stainless Steel	day	\$25.00	
HAZ	ER-6-025	Sample Tubing - Tygon 1/4"	ft	\$3.00	
HAZ	ER-6-026	Sample, Soil Auger - Stainless Steel	day	\$75.00	
HAZ	ER-6-027	Stinger, 1-1/2" x 60" - PVC	day	\$25.00	
HAZ	ER-6-028	Stinger, 1-1/2" x 60" - Stainless Steel	day	\$50.00	
HAZ	ER-6-029	Tedlar Bag	ea	\$60.00	
HAZ	ER-6-030	Thermometer, Infrared	day	\$75.00	

Class Code - 7	Drums and Containers	UOM	Rate	Add'l
CONT ER-7-010	Drum Dolly	day	\$40.00	
CONT ER-7-011	Drum Labels	ea	\$3.00	
CONT ER-7-012	Drum Lift - Forklift Attachment	day	\$40.00	
CONT ER-7-013	Drum Liner, 6 ml	ea	\$2.00	
CONT ER-7-013.5	Drum Liner, 6 ml (Roll) 50 / roll	roll	\$90.00	
CONT ER-7-014	Drum Patch Kit	ea	\$75.00	
CONT ER-7-015	Drum Sling	day	\$20.00	
CONT ER-7-016	Drum Wrench - Brass (Bung Wrench)	day	\$15.00	
CONT ER-7-017	Drum, 55 Gallons CT - Poly	ea	\$65.00	
CONT ER-7-018	Drum, 55 Gallons CT - Steel	ea	\$65.00	
CONT ER-7-019	Drum, 55 Gallons OT - Poly	ea	\$65.00	
CONT ER-7-020	Drum, 55 Gallons OT - Steel	ea	\$65.00	
CONT ER-7-021	Drum, 85 Gallons Salvage - Steel	ea	\$165.00	
CONT ER-7-022	Drum, 95 Gallon Over Pack - Poly	ea	\$310.00	
CONT ER-7-023	Frac Tank - 250 bbl capacity (mini)	day	\$55.00	
CONT ER-7-024	Frac Tank - 500 bbl capacity	day	\$75.00	
CONT ER-7-025	Frac Tank - 500 bbl capacity (Stainless)	day	\$175.00	
CONT ER-7-026	Lab Pack, 10 Gallon	ea	\$50.00	
CONT ER-7-027	Lab Pack, 5 Gallon	ea	\$40.00	
CONT ER-7-028	Poly Tanks 1,000 - 8,000 Gallons	day	cost+20%	
CONT ER-7-029	Roll Off Box, 20 - 30 cu. yd. (wt) Roll Top	day	\$75.00	
CONT ER-7-030	Roll Off Box, 20 - 30 cu. yd. (wt) Tarped	day	\$25.00	
CONT ER-7-031	Secondary Containment (Frac Tank)	day	\$55.00	
CONT ER-7-032	Tank Trailer - 150 bbl capacity	day	\$200.00	
CONT ER-7-033	Tote - Poly - 325 Gallons	day	\$75.00	
CONT ER-7-034	Vacuum Box, 25 cu. yd.	day	\$65.00	

Class Code - 8		Miscellaneous Equipment	UOM	Rate	Add'l
MISC	ER-8-010	Air Compressor 12 cfm - Gasoline	day	\$90.00	
MISC	ER-8-011	Air Compressor 185 cfm - Diesel	day	\$250.00	
MISC	ER-8-012	Air Compressor 20 cfm - Gasoline	day	\$180.00	
MISC	ER-8-013	Air Compressor 375 cfm - Diesel	day	\$325.00	
MISC	ER-8-014	Barrier Tape	roll	\$29.00	
MISC	ER-8-015	Bill Of Lading	ea	\$2.00	
MISC	ER-8-016	Binoculars	day	\$10.00	
MISC	ER-8-017	Blower, Air Horn - Confined Space	day	\$50.00	
MISC	ER-8-018	Blower, Coppus - Confined Space	day	\$90.00	
MISC	ER-8-019	Chain 25' Tow	day	\$20.00	
MISC	ER-8-020	Chain Saw	day	\$125.00	
MISC	ER-8-021	Decon Pool, Equipment 20' x 100'	day	\$250.00	
MISC	ER-8-022	Decon Pool, Equipment 20' x 60'	day	\$210.00	
MISC	ER-8-023	Decon Pool, Equipment 20' x 50'	day	\$200.00	
MISC	ER-8-024	Drill, Pneumatic	day	\$100.00	
MISC	ER-8-025	Drop Light, Explosion Proof / Electric	day	\$90.00	
MISC	ER-8-026	Epoxy Stick	ea	\$12.00	
MISC	ER-8-027	Extension Cord - 100'	day	\$20.00	
MISC	ER-8-028	Fence - Safety Orange	roll	\$75.00	
MISC	ER-8-029	Flashlight	day	\$15.00	
MISC	ER-8-030	Generator 4 - 5 kw	day	\$175.00	+ fuel
MISC	ER-8-031	Generator 6 - 8 kw	day	\$250.00	+ fuel
MISC	ER-8-032	Generator 8 - 12 kw	day	\$325.00	+ fuel
MISC	ER-8-033	Grounding / Bonding Cables - Rods	day	\$25.00	
MISC	ER-8-034	Hand Cleaner	ea	\$15.00	
MISC	ER-8-035	Hand Tools (shovel, rake, net...)	day	\$15.00	
MISC	ER-8-036	Hand Tools (wrenches, sockets)	day	\$15.00	
MISC	ER-8-037	Heat Stress	man/day	\$10.00	
MISC	ER-8-038	Hole Saw - 2 - 1/2"	ea	\$25.00	
MISC	ER-8-039	Lockout - Tagout Kit	day	\$50.00	
MISC	ER-8-040	Manifest - Waste	ea	\$5.00	
MISC	ER-8-041	Mercon Wipes	ea	\$1.25	
MISC	ER-8-042	Mercury Indicator Powder - 250 grams	ea	\$62.50	
MISC	ER-8-043	Mercury Vacuum, Stainless Steel	day	\$225.00	
MISC	ER-8-044	Oxy - Acetylene Cutting Outfit	day	\$210.00	
MISC	ER-8-045	Paint, Ground Marking	can	\$12.00	
MISC	ER-8-046	Pallet Grabber	day	\$40.00	
MISC	ER-8-047	Pallet Jack	day	\$75.00	
MISC	ER-8-048	Personal Decontamination Brush	ea	\$8.00	
MISC	ER-8-049	Personal Decontamination Pool	ea	\$45.00	
MISC	ER-8-050	pH Strips (Box)	box	\$15.00	
MISC	ER-8-051	Pipeline Probe	day	\$15.00	
MISC	ER-8-052	Plug - N - Dike	can	\$21.00	
MISC	ER-8-053	Pollution Bags - 6 ml - (100 / roll)	roll	\$120.00	
MISC	ER-8-054	Pollution Can - 20 Gallon	ea	\$25.00	
MISC	ER-8-055	Pool, Personnel Decontamination	ea	\$22.00	

MISC	ER-8-056	Portable Lighting - Electric Halogen	day	\$70.00	
MISC	ER-8-057	Portable Lighting - Light Tower 6kW - 4 lamp	day	\$150.00	+ fuel
MISC	ER-8-058	Rags - Cotton 50# box (General Purpose)	box	\$40.00	
MISC	ER-8-059	Roll of Box Liner	ea	\$50.00	
MISC	ER-8-060	Rope 1/2" Poly x 600'	roll	\$75.00	
MISC	ER-8-061	Rope 1/4" Poly x 600'	roll	\$45.00	
MISC	ER-8-062	Rope 3/4" Poly x 600'	roll	\$85.00	
MISC	ER-8-063	Rope 3/8" Poly x 600'	roll	\$65.00	
MISC	ER-8-064	Sample Jar - 1/2 pint	ea	\$2.00	
MISC	ER-8-065	Sample Jar - pint	ea	\$2.00	
MISC	ER-8-066	Sample Jar - Quart	ea	\$2.00	
MISC	ER-8-067	Scare Cannon - Propane Operated (automatic)	day	\$200.00	
MISC	ER-8-068	Shop Vac - Wet / Dry	day	\$90.00	
MISC	ER-8-069	Stake, Wooden Survey	ea	\$2.00	
MISC	ER-8-070	T - Post 5' - Steel	ea	\$12.00	
MISC	ER-8-071	T- Post Driver	day	\$25.00	
MISC	ER-8-072	Tape, Chemical (PPE)	roll	\$33.00	
MISC	ER-8-073	Tape, Duct	roll	\$12.00	
MISC	ER-8-074	Tape, Flagging (fluorescent)	roll	\$9.50	
MISC	ER-8-075	Tape, Teflon	roll	\$5.00	
MISC	ER-8-076	Tiller, Gas Operated	day	\$115.00	
MISC	ER-8-077	Visqueen 20' x 100'	roll	\$90.00	
MISC	ER-8-078	Visqueen 40' x 100'	roll	\$140.00	
MISC	ER-8-079	Weed Eater (2 cycle)	day	\$90.00	
MISC	ER-8-080	Welding Machine	day	\$225.00	
MISC	ER-8-081	Welding Supplies	ea	cost 20%	
MISC	ER-8-082	Wheel - Measuring / Roller	day	\$20.00	
MISC	ER-8-083	Wheelbarrow	day	\$25.00	

Class Code - 9		Communications Equipment	UOM	Rate	Add'l
COMM	ER-9-010	Cellular Phone	day	\$25.00	
COMM	ER-9-011	Computer and Printer	day	\$75.00	
COMM	ER-9-012	Copier	day	\$90.00	
COMM	ER-9-013	Digital Camera	day	\$25.00	
COMM	ER-9-014	Facsimile Machine	day	\$50.00	
COMM	ER-9-015	Global Positioning System	day	\$40.00	
COMM	ER-9-016	Photos - Prints - Digital Copies		cost+20%	
COMM	ER-9-017	Radio, 2 way Hand Held	day	\$25.00	
COMM	ER-9-018	Radio, 2 way Hand Held - UL approved	day	\$50.00	
COMM	ER-9-019	Satellite Telephone		cost+20%	
COMM	ER-9-020	Video Camera	day	\$75.00	
COMM	ER-9-021	Trailer, Mobile Command Unit	Day	\$2,000.00	

Class Code - 10		Chemicals and Neutralizers	UOM	Rate	Add'l
CHEM	ER-10-010	Acetic Acid - 5 gallon pail	ea	\$85.00	
CHEM	ER-10-011	Acetic Acid - 55 gallon drum	ea	\$925.00	
CHEM	ER-10-012	Ammonia - Household	gal	\$8.00	
CHEM	ER-10-013	Bleach, Household 5% - 1 gallon	ea	\$5.00	
CHEM	ER-10-014	Citric Acid - 50# bag	ea	\$72.00	
CHEM	ER-10-015	D-Limonator - 5 gallon pail	ea	\$152.50	
CHEM	ER-10-016	D-Limonator - 55 gallon drum	ea	\$1,655.00	
CHEM	ER-10-017	Ecosorb - Mercapthan Neutralizer	gal	\$79.50	
CHEM	ER-10-018	Hydrochloric Acid - 30% solution	gal	\$8.50	
CHEM	ER-10-019	Hydrogen Peroxide - 55 gallon drum	ea	\$520.00	
CHEM	ER-10-020	Micro-Blaze - 5 gallon	ea	\$195.00	
CHEM	ER-10-021	Petro-Clean - 5 gallon	ea	\$182.50	
CHEM	ER-10-022	Petro-Clean 55 gallon	ea	\$1,750.00	
CHEM	ER-10-023	PS-51, Degreaser - 55 gallon drum		cost+20%	
CHEM	ER-10-024	Soda ASH - 50# bag	ea	\$21.00	
CHEM	ER-10-025	Sodium Bicarbonate - 50# bag	ea	\$36.00	
CHEM	ER-10-026	Sodium Carbonate (fly ash)		cost+20%	
CHEM	ER-10-027	Sodium Hydroxide - 50% solution	gal	\$50.00	
CHEM	ER-10-028	Sodium Hypochlorite - 10% solution	gal	\$7.50	
CHEM	ER-10-029	Vapor Scrub	gal	\$25.00	

Attachment "A" - 2011 Emergency Response Price Schedule
 Fuel Surcharge Letter / Schedule

At Anderson Pollution Control, Inc., we work diligently to provide you the best possible services at rates, which are highly competitive. Regrettably, due to the dramatic rise in the price for diesel fuel, we must ask that you accept a temporary increase in rates in the form of a fuel surcharge.

We will implement a fuel surcharge for all equipment such as (but not limited to) DOT trucks, pickup trucks, and / or any fuel burning equipment which is not noted as a "plus fuel" item on the preceding price schedule. The surcharge will be determined in the following fashion taken from the the USDOE (United States Department of Energy) national average of diesel fuel pricing.

National Avg. Price / Gal		Surcharge Percent Applied to Hourly / Daily Rate of Equipment
\$2.10	\$2.19	14%
\$2.20	\$2.29	15%
\$2.30	\$2.39	16%
\$2.40	\$2.49	17%
\$2.50	\$2.59	18%
\$2.60	\$2.69	19%
\$2.70	\$2.79	20%
\$2.80	\$2.89	21%
\$2.90	\$2.99	22%
\$3.00	\$3.09	23%
\$3.10	\$3.19	24%
\$3.20	\$3.29	25%
\$3.30	\$3.39	26%
\$3.40	\$3.49	27%
\$3.50	\$3.59	28%
\$3.60	\$3.69	29%
\$3.70	\$3.79	30%
\$3.80	\$3.89	31%
\$3.90	\$3.99	32%
\$4.00	\$4.09	33%
\$4.10	\$4.19	34%
\$4.20	\$4.29	35%

Attachment "B" - 2011 Emergency Response Price Schedule
 Explanation / Clarification to Emergency Response Rate Schedule

Personnel:

Experienced supervisory, technical, and equipment operating personnel are available for emergency spill response and spill cleanup operations, 24 hours per day, 365 days per year. Normal hours of operation are from 0700 hours (7:00 a.m.) to 1600 hours (4:00 p.m.) Monday through Friday. All labor charges will be in accordance with Anderson Pollution Control, Inc. service receipts. Charges for personnel are portal to portal. Anderson Pollution Control, Inc. will invoice customer for personnel and the time required to mobilize, service, repair, and restock all vehicles and response equipment used in the performance of services. **Overtime Rates** for personnel will be charged at a rate of time and one half between 1600 hours (4:00 p.m.) and 0700 hours (7:00 a.m.) Monday through Thursday, and between the hours of 1600 hours and 0700 hours on Friday through 0700 hours on Monday. **Doubletime Rates** will be applied to the following National Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. **A 4-hour minimum call-out charge will apply to all labor / equipment call-outs.**

In the event that Anderson Pollution Control, Inc. responds to a request from a governmental agency and/or third party and/or customer and/or on behalf of customer for record gathering and/or litigation support, including but not limited to any proceeding, deposition, hearing, or trial, and whether during the performance of services or any time after; Customer hereby agrees to and will pay to Anderson Pollution Control, Inc. the charges for the personnel provided and/or requested and/or required in the amount corresponding to the personnel designation in this rate sheet and will further reimburse Anderson Pollution Control, Inc. for reasonable expenses incurred as a result including transportation, parking and/or lodging if necessary.

Travel, Lodging, and Per Diem:

For all Anderson Pollution Control, Inc. employees and designees who do not reside in the local commuting area from the work site, a minimum Per Diem charge of \$ 125.00 per day per employee will be invoiced to the customer for such expenses incurred. Furthermore, any expenses for commercial transportation will be invoiced back to the customer at a rate of cost plus 20%.

Automotive Equipment:

All automotive equipment rate charges are portal to portal. A 4 hour minimum times will be charged on all call-out services. A mileage charge of \$ 0.50 per mile after the first 50 miles will be added to all automotive equipment. A fuel and insurance surcharge will be assessed on all autos and equipment. (See Attachment "A" for surcharge schedule). Fuel and insurance Surcharges are calculated on the hourly or daily rate of equipment / autos times the percentage applied based on National Diesel Fuel Price Average according to the USDOE.

Equipment Decontamination:

Spill control equipment is billed on a time and material basis from portal to portal, and will continue until decontamination or washout services are complete. Third party washout facility's charges will be billed at a rate of cost plus 20%.

Damaged or Contaminated Equipment Replacement:

If, during performance of a service and/or services for a customer, equipment sustains damage which renders the equipment beyond repair or renders decontamination impossible, said equipment will be subject to a replacement charge at Anderson Pollution Control, Inc.'s cost plus 20% unless said damage was sustained as a result of misuse by an Anderson Pollution Control, Inc. employee.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
 Explanation / Clarification to Emergency Response Rate Schedule

Fuel Surcharge:

A fuel surcharge will be assessed on all hourly/daily equipment /vehicle rate will be charged on all motorized equipment. The fuel surcharge calculation Anderson Pollution Control, Inc. is listed as "Attachment A" of this document. Charges will be assessed on equipment only. Further explanation of fuel surcharge calculations are also mentioned in the "Automotive Equipment" Section of this document.

Insurance:

The rates in the rate schedule include insurance coverage for Worker's Compensation, General Liability, Pollution and Automobile Liability. A Certificate of insurance will be forwarded upon request. These rates do **NOT** include work performed under the U.S. Longshoremen's and Harbor Workers Act (33 USC ss 9010950). For work performed under this statute, an additional 69% surcharge per \$ 100 00 of wages will be assessed on labor ONLY.

Stand-By Rates:

Stand-by rate will be equal to the daily rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Full rates will apply for personnel and per diem, while equipment will be billed at half the daily or hourly rate until utilized or released. A minimum daily charge of eight (8) hours per day will be billed for standby work done outside of 150-mile radius of employee's home office.

Place of Performance:

the procurement of Anderson Pollution Control, Inc.'s services may not be in the same county as the work-site area. Customer is obligated to make payment to Anderson Pollution control, Inc. in Montgomery County, Texas for services provided. Because this agreement has been procured and/or managed and administered by Anderson Pollution Control, Inc.'s corporate office in Montgomery County, Texas. The validity, interpretation, and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Montgomery County, Texas

Subcontract Services / Third Party Services:

A 20% handling charge will apply and be invoiced for all shipping and transportation of equipment, materials, and goods regardless of whether such equipment, materials, and goods appear on Anderson Pollution Control, Inc.'s rate schedule. This includes but is not limited to personnel, equipment, materials or goods, laboratory services, damage waivers and/or other services. Cost, as used herein, is defined as the amount invoiced to Anderson Pollution Control, Inc. by a third party supplier of materials, goods, personnel, equipment, and/or services.

Taxes:

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 become part of the total price payable by the customer. If a customer claims an exemption from payment of Texas Sales and Use Tax, the customer will be required to render an exemption certificate or a Resale Certification to Anderson Pollution Control, 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, the customer will pay directly the amount of any assessment or fee. In the event Anderson Pollution Control, Inc. pays any such foreign tax or fee directly, customer will promptly reimburse Anderson Pollution Control, Inc. for such amount.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
 Explanation / Clarification to Emergency Response Rate Schedule

Terms:

The term of payment for all invoices is Net 15 days upon receipt of invoice in US Dollars (USD) (US\$). The balance of any invoice not timely paid will accrue a finance charge computed at the periodic rate of one and one half percent (1.5 %) per month beginning on the first day of the first month following any delinquency. Customer is obligated to make payment to Anderson Pollution Control, Inc. at it's principal office at 1011 West Lewis - Suite A -- Conroe, Texas 77301-2219 in Montgomery County, Texas.



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EMERGENCY RESPONSE RATES**NON-HAZARDOUS MATERIALS (OIL SPILL) Personnel** UOM ST

Class Code				Rate	OT Rate
PERS	ER-NH-001	Senior Project Manager - Company Officer	hr	\$95.00	\$142.50
PERS	ER-NH-002	Project Manager	hr	\$80.00	\$120.00
PERS	ER-NH-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-NH-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-NH-005	Chemist, Biologist, Geologist	hr	\$95.00	\$142.50
PERS	ER-NH-006	Health and Safety Manager	hr	\$60.00	\$90.00
PERS	ER-NH-007	Rescue Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-008	Rescue Tech	hr	\$40.00	\$60.00
PERS	ER-NH-009	Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-010	Foreman	hr	\$45.00	\$67.50
PERS	ER-NH-011	Transportation and Disposal Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-012	Logistics Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$45.00	\$67.50
PERS	ER-NH-014	Boat Operator / Response Equipment	hr	\$42.00	\$63.00
PERS	ER-NH-015	Truck Operator (roll off / vac truck)	hr	\$35.00	\$52.50
PERS	ER-NH-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-NH-017	Welder	hr	\$50.00	\$75.00
PERS	ER-NH-018	Recovery Technician	hr	\$35.00	\$52.50
PERS	ER-NH-020	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-NH-021	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

HAZARDOUS MATERIALS (HAZMAT) Class Code Personnel

Class Code			UOM	ST Rate	OT Rate
PERS	ER-HAZ-002	Project Manager	hr	\$110.00	\$165.00
PERS	ER-HAZ-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-HAZ-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-HAZ-005	Chemist, Biologist, Geologist	hr	\$95.00	\$145.50
PERS	ER-HAZ-006	Health and Safety Manager	hr	\$75.00	\$112.50
PERS	ER-HAZ-007	Rescue Supervisor	hr	\$75.00	\$112.50
PERS	ER-HAZ-008	Rescue Tech	hr	\$60.00	\$90.00
PERS	ER-HAZ-009	Supervisor	hr	\$65.00	\$97.50
PERS	ER-HAZ-010	Foreman	hr	\$55.00	\$82.50
PERS	ER-HAZ-011	Transportation and Disposal Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-012	Logistics Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$55.00	\$82.50
PERS	ER-HAZ-014	Boat Operator / Response Equipment	hr	\$50.00	\$75.00
PERS	ER-HAZ-015	Truck Operator (roll off / vac truck)	hr	\$42.00	\$75.00
PERS	ER-HAZ-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-HAZ-017	Welder	hr	\$50.00	\$75.00
PERS	ER-HAZ-018	Recovery Technician	hr	\$42.00	\$63.00
PERS	ER-HAZ-019	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-HAZ-020	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

Class Code - 1	Automotive Equipment	UOM	ST Rate	Add'l
AUTO ER-1-010	Truck, Pickup (1/2 ton) 2-WD	day	\$100.00	
AUTO ER-1-011	Truck, Pickup (1/2 ton) 4-WD	day	\$150.00	
AUTO ER-1-012	Truck, Pickup (3/4 - 1 ton) 2-WD	day	\$125.00	
AUTO ER-1-013	Truck, Pickup (3/4 - 1 ton) 4-WD	day	\$195.00	
AUTO ER-1-014	Truck, Response - Fully Equipped	day	\$195.00	
AUTO ER-1-015	Truck, Roll Off (Double Haul Trailer) 80,000 #	hr	\$50.00	+ op
AUTO ER-1-016	Truck, Roll Off (Bobtail) 65,000 #	hr	\$60.00	+ op
AUTO ER-1-017	Truck, Roll Off (Tractor) 80,000 #	hr	\$45.00	+ op
AUTO ER-1-018	Truck, Vacuum - 130 bbl (Carbon Steel)	hr	\$70.00	+ op
AUTO ER-1-018A	Truck, Vacuum - 130 bbl (Stainless Steel)	hr	\$115.00	+ op
AUTO ER-1-019	Truck, Vacuum - 70 bbl (Carbon Steel)	hr	\$60.00	+ op
AUTO ER-1-020	Truck, Vacuum - 70 bbl (Stainless Steel)	hr	\$80.00	+ op
AUTO ER-1-021	Truck, Stake Bed (1 ton) w/ Liftgate	hr	\$50.00	+ op
AUTO ER-1-022	ATV - 4x4	day	\$350.00	
AUTO ER-1-023	ATV - 6x6	day	\$425.00	
AUTO ER-1-024	ATV - Mule	day	\$400.00	
AUTO ER-1-025	Automobile - Passenger Car	day	\$100.00	
AUTO ER-1-026	Backhoe (Case 580 or equiv.) 2 - WD	day	\$450.00	+ op
AUTO ER-1-027	Backhoe (Case 580 or equiv.) 4 - WD	day	\$500.00	+ op
AUTO ER-1-028	Bobcat / Skid steer	day	\$390.00	+ op
AUTO ER-1-029	Bull Dozer - Cat D6E (155 hp)	day	\$1,300.00	+ op
AUTO ER-1-030	Drum Crusher - Hydraulic	day	\$450.00	
AUTO ER-1-031	Excavator - Komatsu PC300LC	day	\$1,600.00	+ op
AUTO ER-1-032	Excavator - Mini	day	\$450.00	+ op
AUTO ER-1-033	Super-Vac, Air Machine - 28" Hg	hr	\$145.00	+ op
AUTO ER-1-034	Super-Vac, Air Machine - with Cyclone	hr	\$155.00	+ op
AUTO ER-1-035	Super-Vac, Air Machine - Standard	hr	\$125.00	+ op
AUTO ER-1-036	Super-Vac, Hydro-Excavator - 28' @ 40 gpm	hr	\$145.00	+ op
AUTO ER-1-037	Tractor & End Dump Trailer (80,000 #)	hr	\$60.00	+ op
AUTO ER-1-038	Trailer - ATV	day	\$75.00	
AUTO ER-1-039	Trailer, 16' Lowboy - 7,000 #	day	\$90.00	
AUTO ER-1-040	Trailer, 20' Gooseneck Lowboy - 14,000 #	day	\$150.00	
AUTO ER-1-041	Trailer, Response - 16'	day	\$250.00	
AUTO ER-1-042	Trailer, Response - 28'-32'	day	\$325.00	
AUTO ER-1-043	Trailer, Mobile Command Unit	day	\$2000.00	
AUTO ER-1-044	Trailer, Dry Van 53'	day	\$175.00	
AUTO ER-1-045	Trailer, Travel 32' Personnel	day	\$400.00	
AUTO ER-1-046	Van, 15 Passenger	day	\$200.00	
AUTO ER-1-047	Tractor, Farm w/ Front Loader & Tiller	day	\$375.00	

Class Code - 2		Marine Equipment	UOM	ST Rate	Add'l
MAR	ER-2-010	Boat, 28'-32' Barge -powered w/GPS & Radio	day	\$1200.00	+ fuel
MAR	ER-2-010.5	Recovery Barge 120 BBL	day	\$600.00	
MAR	ER-2-011	Boat, 24'-28' Fast Response Boat w /GPS & Radio	day	\$900.00	+ fuel
MAR	ER-2-012	Boat, 32' or larger	day	cost + 20%	+ fuel
MAR	ER-2-014	Boat, 19' - 24' Fast Response w/ GPS & Radio	day	\$700.00	+ fuel
MAR	ER-2-016	Vessel of Opportunity (VOO)	day	cost + 20%	+ fuel
MAR	ER-2-017	Boat, 14' - 18' Flat	day	\$250.00	+ fuel
MAR	ER-2-018	Boat, Pirogue (or equivalent)	day	\$125.00	
MAR	ER-2-019	Air Compressor - 12 cfm	day	\$110.00	
MAR	ER-2-020	Air Compressor - 20 cfm	day	\$180.00	
MAR	ER-2-021	Anchor 22 #	day	\$65.00	
MAR	ER-2-022	Anchor 40 #	day	\$150.00	
MAR	ER-2-023	Anchor 65 #	job	\$210.00	
MAR	ER-2-024	Anchor 85 #	job	\$275.00	
MAR	ER-2-025	Anchor Buoys	job	\$10.00	
MAR	ER-2-026	Boom - 10" Containment	job	\$1.20	
MAR	ER-2-027	Boom - 18" Containment	day	\$1.40	
MAR	ER-2-028	Boom - 6" Containment	ft/day	\$1.00	
MAR	ER-2-029	Boom Container (Roll-Off Skid Mounted) 20"	ft/day	\$100.00	
MAR	ER-2-030	Boom Lights (chemical)	ft/day	\$15.00	
MAR	ER-2-031	Boom Lights (strobe)	day	\$30.00	
MAR	ER-2-032	Skimmer - Drum (25-35 gpm) Pneumatic	ea	\$400.00	
MAR	ER-2-033	Skimmer - Drum (50-70 gpm) Pneumatic	day	\$600.00	
MAR	ER-2-034	Skimmer - Duck Bill - Vaccum Truck Operated	day	\$50.00	
MAR	ER-2-035	Skimmer - Belt 36" Hydraulic (incl. power pack)	day	\$4500.00	+ fuel
MAR	ER-2-036	Trailer, Boom - 16'-20' Lowboy	day	\$110.00	
MAR	ER-2-037	Trailer, Boom - 20 - 30' Gooseneck	day	\$150.00	
MAR	ER-2-038	Trailer, Boom - 53' Dry Van	day	\$175.00	
MAR	ER-2-039	Vacuum Unit, Portable Self Contained - 8 bbl cap.	day	\$650.00	

Class Code - 3	Personnel Protective Equipment	UOM	Rate	Add'l
PPE	ER-3-010	Level A - Full Encapsulated (responder)	ea	\$1,800.00
PPE	ER-3-011	Level B - (CPF III)	ea	\$125.00
PPE	ER-3-012	Level B - (CPF IV)	ea	\$175.00
PPE	ER-3-013	Level C - (CPF I)	ea	\$55.00
PPE	ER-3-014	Level C - (CPF II)	ea	\$70.00
PPE	ER-3-015	Level C - (CPF III)	ea	\$90.00
PPE	ER-3-016	Level D - (FRC, hardhat, boots, eyewear)	day	\$35.00
PPE	ER-3-017	Acid Suit - 2 piece	ea	\$110.00
PPE	ER-3-018	Boot Covers - HazMat (Chicken Booties)	pair	\$5.00
PPE	ER-3-019	Boot Covers - Latex	pair	\$8.50
PPE	ER-3-020	Boot Covers - Silver Shield	pair	\$15.00
PPE	ER-3-021	Boots - Rubber - Steel Toe/Shank	day	\$18.00
PPE	ER-3-022	Boots - Nitrile - Steel Toe/Shank	day	\$45.00
PPE	ER-3-023	Breathing Air Hose 50' (high pressure)	day	\$25.00
PPE	ER-3-024	Breathing Air Hose 50' (low pressure)	day	\$15.00
PPE	ER-3-025	Breathing Air Manifold	day	\$35.00
PPE	ER-3-026	Breathing Air Regulator	day	\$25.00
PPE	ER-3-027	Breathing Air Trailer	day	\$350.00
PPE	ER-3-028	Bunker Gear - includes pant/boots/gloves/helmet/FRC	day	\$250.00
PPE	ER-3-029	Drager Hand Pump	day	\$55.00
PPE	ER-3-030	Drager Tubes - Colorimetric	ea	cost+20%
PPE	ER-3-031	Ear Muffs	pair	\$11.50
PPE	ER-3-032	Ear Plugs (box of 100 pair)	ea	\$49.00
PPE	ER-3-033	Eyewash, Emergency Portable	day	\$50.00
PPE	ER-3-034	Face shield w / Bracket - Headgear	ea	\$22.00
PPE	ER-3-035	First Aid Kit (Personnel)	ea	cost+20%
PPE	ER-3-036	Glove - Nitrile/Latex Inner Glove	box	\$26.00
PPE	ER-3-037	Gloves - Cotton String	pair	\$1.50
PPE	ER-3-038	Gloves - Cotton String w / latex Tips	pair	\$3.00
PPE	ER-3-039	Gloves - Kevlar (all-in-one) Hazmat	pair	\$110.00
PPE	ER-3-040	Gloves - Leather	pair	\$9.00
PPE	ER-3-041	Gloves - Nitrile	pair	\$5.50
PPE	ER-3-042	Gloves - PVC	pair	\$5.00
PPE	ER-3-043	Gloves - Silver Shield	pair	\$15.00
PPE	ER-3-044	Gloves - Viton w / Liner	pair	\$75.00
PPE	ER-3-045	Goggles - Chemical Splash	pair	\$9.50
PPE	ER-3-046	Harness - Full Body	day	\$20.00
PPE	ER-3-047	Lanyard 6'	day	\$20.00
PPE	ER-3-048	Lifeline (rope) 50'	day	\$25.00
PPE	ER-3-049	Metatarsal - Foot Protection	day	\$25.00
PPE	ER-3-050	Monitor - 4 gas (LEL, H2S, CO, O2)	day	\$125.00
PPE	ER-3-051	Monitor - Benzene (PID)	day	\$195.00
PPE	ER-3-052	Monitor - Jerome 431 -X- (Hg)	day	\$225.00
PPE	ER-3-053	Monitor - Personal H2S	day	\$35.00
PPE	ER-3-054	Monitor - VOC	day	\$125.00
PPE	ER-3-055	Rescue Kit	day	\$125.00
PPE	ER-3-056	Respirator - 1/2 Face Disposable (OV, AG)	ea	\$25.00

PPE	ER-3-057	Respirator - 1/2 Face Disposable Dust Mask	ea	\$5.00
PPE	ER-3-058	Respirator - Full Face Cartridge (excludes cartridges)	day	\$40.00
PPE	ER-3-059	Respirator - Supplied Air	day	\$30.00
PPE	ER-3-060	Respirator - Supplied Air (5 minute escape pack)	day	\$35.00
PPE	ER-3-061	Respirator Cartridges (pair) AG	pair	\$16.50
PPE	ER-3-062	Respirator Cartridges (pair) HEPA	pair	\$12.00
PPE	ER-3-063	Respirator Cartridges (pair) Hg	pair	\$42.00
PPE	ER-3-064	Respirator Cartridges (pair) OV	pair	\$16.50
PPE	ER-3-065	Respirator Cartridges (pair) OV-AG	pair	\$21.00
PPE	ER-3-066	Rope Ladder	day	\$60.00
PPE	ER-3-067	SCBA - 30 minute - NFPA Approved	day	\$200.00
PPE	ER-3-068	SCBA - cylinder refill - 30 minute	ea	\$20.00
PPE	ER-3-069	SCBA - spare cylinder - 30 minute	day	\$15.00
PPE	ER-3-070	Signal Air Horn	ea	\$15.00
PPE	ER-3-071	Slicker Suit - Rain Gear - 2 pc.	ea	\$20.00
PPE	ER-3-072	Tripod w / Retrieval Winch	day	\$150.00
PPE	ER-3-073	Tyvek - Coveralls	ea	\$15.00
PPE	ER-3-074	Tyvek - Coveralls - Poly Coated	ea	\$20.00
PPE	ER-3-075	Tyvek - Coveralls - FRC Rated	ea	\$22.00
PPE	ER-3-076	Vest - Fluorescent Traffic Safety	day	\$5.00
PPE	ER-3-077	Waders, Chest	day	\$40.00
PPE	ER-3-078	Waders, Hip	day	\$30.00

Class Code - 4		Pumps / Hoses / Washing Equipment	UOM	Rate	Add'l
WASH	ER-4-010	Extended Wand 12' - 4,000 psi	day	\$95.00	
WASH	ER-4-011	Foot Pedal -10k	day	\$45.00	
WASH	ER-4-012	Hose, ADS 4" X 100'	roll	\$150.00	
WASH	ER-4-013	Hose, ADS 6" x 100'	roll	\$210.00	
WASH	ER-4-014	Hose, Air - 3/8" x 50'	day	\$15.00	
WASH	ER-4-015	Hose, Air / Water - 3/4" x 50' (Chicago)	day	\$15.00	
WASH	ER-4-016	Hose, Chemical Resistant - 2" x 25'	day	\$45.00	
WASH	ER-4-017	Hose, Chemical Resistant - 3" x 25'	day	\$55.00	
WASH	ER-4-018	Hose, Fire 1-1/2" x 100'	day	\$25.00	
WASH	ER-4-019	Hose, Fire 2-1/2" x 100'	day	\$40.00	
WASH	ER-4-020	Hose, Fittings and Adapters (Misc.)	ea / day	\$5.00	
WASH	ER-4-021	Hose, Hydroblast - 10,000 psi x 25'	day	\$40.00	
WASH	ER-4-022	Hose, Hydroblast - 20,000 psi x 25'	day	\$70.00	
WASH	ER-4-023	Hose, Pressure Washer - 5,000 psi x 50'	day	\$25.00	
WASH	ER-4-024	Hose, PVC -1" x 10'	day	\$10.00	
WASH	ER-4-025	Hose, Vacuum Truck - 2" x 25'	day	\$25.00	
WASH	ER-4-026	Hose, Vacuum Truck - 2" x 10'	day	\$10.00	
WASH	ER-4-027	Hose, Vacuum Truck - 3" x 25'	day	\$30.00	
WASH	ER-4-028	Hose, Wash Pump Discharge - 1-1/2" x 10 - 25'	day	\$15.00	
WASH	ER-4-029	Hose, Wash Pump Discharge (Layflat)1-1/2" x 50'	day	\$20.00	
WASH	ER-4-030	Hose, Wash Pump Suction - 2" x 10'	day	\$8.00	
WASH	ER-4-031	Hydro blaster - 10,000 psi (10K)	day	\$595.00	
WASH	ER-4-032	Hydro blaster - 20,000 psi (20K)	day	\$950.00	
WASH	ER-4-033	Metatarsal Foot Protection	day	\$25.00	
WASH	ER-4-034	Miscellaneous Tips / Fittings		cost+20%	
WASH	ER-4-035	Pressure Washer - 3,000 psi (gas engine)	day	\$150.00	
WASH	ER-4-036	Pressure Washer - 3,500 - 5,000 psi (hot water)	day	\$325.00	
WASH	ER-4-037	Pressure Washer Trailer Mounted (hot water)	day	\$325.00	
WASH	ER-4-038	Pump Double Diaphragm - 2" Aluminum	day	\$90.00	
WASH	ER-4-039	Pump Double Diaphragm 2" Poly	day	\$175.00	
WASH	ER-4-040	Pump Double Diaphragm 2" Stainless Steel	day	\$250.00	
WASH	ER-4-041	Pump Double Diaphragm 3" Poly	day	\$210.00	
WASH	ER-4-042	Pump Double diaphragm 3" Stainless Steel	day	\$310.00	
WASH	ER-4-043	Pump Double diaphragm 1" Poly	ea	\$155.00	
WASH	ER-4-044	Pump, Single Diaphragm 2"-engine (mud hen)	day	\$110.00	
WASH	ER-4-045	Pump, Disposable Drum	ea	\$21.00	
WASH	ER-4-046	Pump, Rotary Petroleum Fuel - Manuel	day	\$25.00	

Class Code - 4	Pumps / Hoses / Washing Equipment (cont.)	UOM	Rate	Add'l
WASH	WASH ER-4-045 Roto - Nozzle 10k	day	\$95.00	
WASH	WASH ER-4-046 Shotgun 10k	day	\$50.00	
WASH	WASH ER-4-047 Steam Cleaner - Self Contained	day	\$425.00	
WASH	WASH ER-4-048 Surface Cleaner - 3,000 psi	day	\$175.00	
WASH	WASH ER-4-049 Wash Pump 2" - diesel powered	day	\$110.00	
WASH	WASH ER-4-050 Wash Pump 2" - gasoline powered	day	\$90.00	
WASH	WASH ER-4-051 Wash Pump 3" - diesel powered	day	\$140.00	
WASH	WASH ER-4-052 Wash Pump 3" - gasoline powered	day	\$125.00	

Class Code - 5		Sorbents	UOM	Rate	Add'l
SORB	ER-5-011	Floor Gator - 50# bag	ea	\$25.00	
SORB	ER-5-012	Kitty Litter	ea	\$15.00	
SORB	ER-5-013	Mortar Mix, 40# bag	ea	\$18.00	
SORB	ER-5-014	Oil Avenger - Granular - 50# bag	ea	\$28.00	
SORB	ER-5-015	Oil Gator - 30# bag	ea	\$43.00	
SORB	ER-5-016	Oil Sponge - General Purpose - 30# bag	ea	\$33.00	
SORB	ER-5-017	Oil-Dri - Granular - 50# bag	ea	\$25.00	
SORB	ER-5-018	Peat Moss - 2 cu. ft.	ea	\$37.00	
SORB	ER-5-019	Snare Boom, Viscous Oil - 50' on Rope	ea	\$90.00	
SORB	ER-5-020	Snare, Viscous Oil 30 / bag	ea	\$75.00	
SORB	ER-5-021	Sorbent, Boom 5" x 10' - 4 / bale (petro)	bale	\$119.00	
SORB	ER-5-022	Sorbent, Boom 5" x 10' - 4 / bale (univ)	bale	\$135.00	
SORB	ER-5-023	Sorbent, Boom 8" x 10' - 4 / bale (petro)	bale	\$175.00	
SORB	ER-5-024	Sorbent, Boom 8" x 10' - 4 / bale (univ)	bale	\$200.00	
SORB	ER-5-025	Sorbent, Industrial Rug 36" x 300'	ea	\$255.00	
SORB	ER-5-026	Sorbent, Pads - 100 / bale (chem)	bale	\$70.00	
SORB	ER-5-027	Sorbent, Pads - 100 / bale (petro)	bale	\$62.00	
SORB	ER-5-028	Sorbent, Pads - 100 / bale (univ)	bale	\$105.00	
SORB	ER-5-029	Sorbent, Roll - 144' x 38" x 3/8" (petro)	ea	\$155.00	
SORB	ER-5-030	Sorbent, Sweep - 100' x 17" x 1/4"	ea	\$125.00	
SORB	ER-5-031	Sphag Sorb - 2 cu. ft.	ea	\$43.00	
SORB	ER-5-032	Vermiculite - 2 cu. ft.	ea	\$30.00	
SORB	ER-5-033	Zorbent, Absorbent material - 50# bag	ea	\$60.00	

Class Code - 6		Haz-Mat Equipment	UOM	Rate	Add'l
HAZ	ER-6-010	Betz" Emergency Offloading Valve	day	\$500.00	
HAZ	ER-6-011	Chlorine "A" Kit	day	\$500.00	
HAZ	ER-6-012	Chlorine "B" Kit	day	\$750.00	
HAZ	ER-6-013	Chlorine "C" Kit	day	\$1,000.00	
HAZ	ER-6-014	Coliwasa, Disposable Glass Tubing	ea.	\$20.00	
HAZ	ER-6-015	Compressor, Corken 2"	day	\$1,750.00	
HAZ	ER-6-016	Drill, Pneumatic	day	\$100.00	
HAZ	ER-6-017	HAZ-MAT Test Kit	day	\$125.00	+ \$ 30.00 / test
HAZ	ER-6-018	Laboratory Analysis		cost+20%	
HAZ	ER-6-019	Nitrogen, Gas Cylinder Refill	ea	\$35.00	
HAZ	ER-6-020	Nitrogen, Liquid Purge		cost+20%	
HAZ	ER-6-021	pH Meter	day	\$50.00	
HAZ	ER-6-022	pH Pen	day	\$25.00	
HAZ	ER-6-023	Safety Shower, Emergency - (portable)	day	\$125.00	
HAZ	ER-6-024	Sample Kit - Stainless Steel	day	\$25.00	
HAZ	ER-6-025	Sample Tubing - Tygon 1/4"	ft	\$3.00	
HAZ	ER-6-026	Sample, Soil Auger - Stainless Steel	day	\$75.00	
HAZ	ER-6-027	Stinger, 1-1/2" x 60" - PVC	day	\$25.00	
HAZ	ER-6-028	Stinger, 1-1/2" x 60" - Stainless Steel	day	\$50.00	
HAZ	ER-6-029	Tedlar Bag	ea	\$60.00	
HAZ	ER-6-030	Thermometer, Infrared	day	\$75.00	

Class Code - 7	Drums and Containers	UOM	Rate	Add'l
CONT ER-7-010	Drum Dolly	day	\$40.00	
CONT ER-7-011	Drum Labels	ea	\$3.00	
CONT ER-7-012	Drum Lift - Forklift Attachment	day	\$40.00	
CONT ER-7-013	Drum Liner, 6 ml	ea	\$2.00	
CONT ER-7-013.5	Drum Liner, 6 ml (Roll) 50 / roll	roll	\$90.00	
CONT ER-7-014	Drum Patch Kit	ea	\$75.00	
CONT ER-7-015	Drum Sling	day	\$20.00	
CONT ER-7-016	Drum Wrench - Brass (Bung Wrench)	day	\$15.00	
CONT ER-7-017	Drum, 55 Gallons CT - Poly	ea	\$65.00	
CONT ER-7-018	Drum, 55 Gallons CT - Steel	ea	\$65.00	
CONT ER-7-019	Drum, 55 Gallons OT - Poly	ea	\$65.00	
CONT ER-7-020	Drum, 55 Gallons OT - Steel	ea	\$65.00	
CONT ER-7-021	Drum, 85 Gallons Salvage - Steel	ea	\$165.00	
CONT ER-7-022	Drum, 95 Gallon Over Pack - Poly	ea	\$310.00	
CONT ER-7-023	Frac Tank - 250 bbl capacity (mini)	day	\$55.00	
CONT ER-7-024	Frac Tank - 500 bbl capacity	day	\$75.00	
CONT ER-7-025	Frac Tank - 500 bbl capacity (Stainless)	day	\$175.00	
CONT ER-7-026	Lab Pack, 10 Gallon	ea	\$50.00	
CONT ER-7-027	Lab Pack, 5 Gallon	ea	\$40.00	
CONT ER-7-028	Poly Tanks 1,000 - 8,000 Gallons	day	cost+20%	
CONT ER-7-029	Roll Off Box, 20 - 30 cu. yd. (wt) Roll Top	day	\$75.00	
CONT ER-7-030	Roll Off Box, 20 - 30 cu. yd. (wt) Tarped	day	\$25.00	
CONT ER-7-031	Secondary Containment (Frac Tank)	day	\$55.00	
CONT ER-7-032	Tank Trailer - 150 bbl capacity	day	\$200.00	
CONT ER-7-033	Tote - Poly - 325 Gallons	day	\$75.00	
CONT ER-7-034	Vacuum Box, 25 cu. yd.	day	\$65.00	

Class Code - 8		Miscellaneous Equipment	UOM	Rate	Add'l
MISC	ER-8-010	Air Compressor 12 cfm - Gasoline	day	\$90.00	
MISC	ER-8-011	Air Compressor 185 cfm - Diesel	day	\$250.00	
MISC	ER-8-012	Air Compressor 20 cfm - Gasoline	day	\$180.00	
MISC	ER-8-013	Air Compressor 375 cfm - Diesel	day	\$325.00	
MISC	ER-8-014	Barrier Tape	roll	\$29.00	
MISC	ER-8-015	Bill Of Lading	ea	\$2.00	
MISC	ER-8-016	Binoculars	day	\$10.00	
MISC	ER-8-017	Blower, Air Horn - Confined Space	day	\$50.00	
MISC	ER-8-018	Blower, Coppus - Confined Space	day	\$90.00	
MISC	ER-8-019	Chain 25' Tow	day	\$20.00	
MISC	ER-8-020	Chain Saw	day	\$125.00	
MISC	ER-8-021	Decon Pool, Equipment 20' x 100'	day	\$250.00	
MISC	ER-8-022	Decon Pool, Equipment 20' x 60'	day	\$210.00	
MISC	ER-8-023	Decon Pool, Equipment 20' x 50'	day	\$200.00	
MISC	ER-8-024	Drill, Pneumatic	day	\$100.00	
MISC	ER-8-025	Drop Light, Explosion Proof / Electric	day	\$90.00	
MISC	ER-8-026	Epoxy Stick	ea	\$12.00	
MISC	ER-8-027	Extension Cord - 100'	day	\$20.00	
MISC	ER-8-028	Fence - Safety Orange	roll	\$75.00	
MISC	ER-8-029	Flashlight	day	\$15.00	
MISC	ER-8-030	Generator 4 - 5 kw	day	\$175.00	+ fuel
MISC	ER-8-031	Generator 6 - 8 kw	day	\$250.00	+ fuel
MISC	ER-8-032	Generator 8 - 12 kw	day	\$325.00	+ fuel
MISC	ER-8-033	Grounding / Bonding Cables - Rods	day	\$25.00	
MISC	ER-8-034	Hand Cleaner	ea	\$15.00	
MISC	ER-8-035	Hand Tools (shovel, rake, net...)	day	\$15.00	
MISC	ER-8-036	Hand Tools (wrenches, sockets)	day	\$15.00	
MISC	ER-8-037	Heat Stress	man/day	\$10.00	
MISC	ER-8-038	Hole Saw - 2 - 1/2"	ea	\$25.00	
MISC	ER-8-039	Lockout - Tagout Kit	day	\$50.00	
MISC	ER-8-040	Manifest - Waste	ea	\$5.00	
MISC	ER-8-041	Mercon Wipes	ea	\$1.25	
MISC	ER-8-042	Mercury Indicator Powder - 250 grams	ea	\$62.50	
MISC	ER-8-043	Mercury Vacuum, Stainless Steel	day	\$225.00	
MISC	ER-8-044	Oxy - Acetylene Cutting Outfit	day	\$210.00	
MISC	ER-8-045	Paint, Ground Marking	can	\$12.00	
MISC	ER-8-046	Pallet Grabber	day	\$40.00	
MISC	ER-8-047	Pallet Jack	day	\$75.00	
MISC	ER-8-048	Personal Decontamination Brush	ea	\$8.00	
MISC	ER-8-049	Personal Decontamination Pool	ea	\$45.00	
MISC	ER-8-050	pH Strips (Box)	box	\$15.00	
MISC	ER-8-051	Pipeline Probe	day	\$15.00	
MISC	ER-8-052	Plug - N - Dike	can	\$21.00	
MISC	ER-8-053	Pollution Bags - 6 ml - (100 / roll)	roll	\$120.00	
MISC	ER-8-054	Pollution Can - 20 Gallon	ea	\$25.00	
MISC	ER-8-055	Pool, Personnel Decontamination	ea	\$22.00	

MISC	ER-8-056	Portable Lighting - Electric Halogen	day	\$70.00	
MISC	ER-8-057	Portable Lighting - Light Tower 6kW - 4 lamp	day	\$150.00	+ fuel
MISC	ER-8-058	Rags - Cotton 50# box (General Purpose)	box	\$40.00	
MISC	ER-8-059	Roll of Box Liner	ea	\$50.00	
MISC	ER-8-060	Rope 1/2" Poly x 600'	roll	\$75.00	
MISC	ER-8-061	Rope 1/4" Poly x 600'	roll	\$45.00	
MISC	ER-8-062	Rope 3/4" Poly x 600'	roll	\$85.00	
MISC	ER-8-063	Rope 3/8" Poly x 600'	roll	\$65.00	
MISC	ER-8-064	Sample Jar - 1/2 pint	ea	\$2.00	
MISC	ER-8-065	Sample Jar - pint	ea	\$2.00	
MISC	ER-8-066	Sample Jar - Quart	ea	\$2.00	
MISC	ER-8-067	Scare Cannon - Propane Operated (automatic)	day	\$200.00	
MISC	ER-8-068	Shop Vac - Wet / Dry	day	\$90.00	
MISC	ER-8-069	Stake, Wooden Survey	ea	\$2.00	
MISC	ER-8-070	T - Post 5' - Steel	ea	\$12.00	
MISC	ER-8-071	T- Post Driver	day	\$25.00	
MISC	ER-8-072	Tape, Chemical (PPE)	roll	\$33.00	
MISC	ER-8-073	Tape, Duct	roll	\$12.00	
MISC	ER-8-074	Tape, Flagging (fluorescent)	roll	\$9.50	
MISC	ER-8-075	Tape, Teflon	roll	\$5.00	
MISC	ER-8-076	Tiller, Gas Operated	day	\$115.00	
MISC	ER-8-077	Visqueen 20' x 100'	roll	\$90.00	
MISC	ER-8-078	Visqueen 40' x 100'	roll	\$140.00	
MISC	ER-8-079	Weed Eater (2 cycle)	day	\$90.00	
MISC	ER-8-080	Welding Machine	day	\$225.00	
MISC	ER-8-081	Welding Supplies	ea	cost 20%	
MISC	ER-8-082	Wheel - Measuring / Roller	day	\$20.00	
MISC	ER-8-083	Wheelbarrow	day	\$25.00	

Class Code - 9		Communications Equipment	UOM	Rate	Add'l
COMM	ER-9-010	Cellular Phone	day	\$25.00	
COMM	ER-9-011	Computer and Printer	day	\$75.00	
COMM	ER-9-012	Copier	day	\$90.00	
COMM	ER-9-013	Digital Camera	day	\$25.00	
COMM	ER-9-014	Facsimile Machine	day	\$50.00	
COMM	ER-9-015	Global Positioning System	day	\$40.00	
COMM	ER-9-016	Photos - Prints - Digital Copies		cost+20%	
COMM	ER-9-017	Radio, 2 way Hand Held	day	\$25.00	
COMM	ER-9-018	Radio, 2 way Hand Held - UL approved	day	\$50.00	
COMM	ER-9-019	Satellite Telephone		cost+20%	
COMM	ER-9-020	Video Camera	day	\$75.00	
COMM	ER-9-021	Trailer, Mobile Command Unit	Day	\$2,000.00	

Class Code - 10		Chemicals and Neutralizers	UOM	Rate	Add'l
CHEM	ER-10-010	Acetic Acid - 5 gallon pail	ea	\$85.00	
CHEM	ER-10-011	Acetic Acid - 55 gallon drum	ea	\$925.00	
CHEM	ER-10-012	Ammonia - Household	gal	\$8.00	
CHEM	ER-10-013	Bleach, Household 5% - 1 gallon	ea	\$5.00	
CHEM	ER-10-014	Citric Acid - 50# bag	ea	\$72.00	
CHEM	ER-10-015	D-Limonator - 5 gallon pail	ea	\$152.50	
CHEM	ER-10-016	D-Limonator - 55 gallon drum	ea	\$1,655.00	
CHEM	ER-10-017	Ecosorb - Mercapthan Neutralizer	gal	\$79.50	
CHEM	ER-10-018	Hydrochloric Acid - 30% solution	gal	\$8.50	
CHEM	ER-10-019	Hydrogen Peroxide - 55 gallon drum	ea	\$520.00	
CHEM	ER-10-020	Micro-Blaze - 5 gallon	ea	\$195.00	
CHEM	ER-10-021	Petro-Clean - 5 gallon	ea	\$182.50	
CHEM	ER-10-022	Petro-Clean 55 gallon	ea	\$1,750.00	
CHEM	ER-10-023	PS-51, Degreaser - 55 gallon drum		cost+20%	
CHEM	ER-10-024	Soda ASH - 50# bag	ea	\$21.00	
CHEM	ER-10-025	Sodium Bicarbonate - 50# bag	ea	\$36.00	
CHEM	ER-10-026	Sodium Carbonate (fly ash)		cost+20%	
CHEM	ER-10-027	Sodium Hydroxide - 50% solution	gal	\$50.00	
CHEM	ER-10-028	Sodium Hypochlorite - 10% solution	gal	\$7.50	
CHEM	ER-10-029	Vapor Scrub	gal	\$25.00	

Attachment "A" - 2011 Emergency Response Price Schedule
 Fuel Surcharge Letter / Schedule

At Anderson Pollution Control, Inc., we work diligently to provide you the best possible services at rates, which are highly competitive. Regrettably, due to the dramatic rise in the price for diesel fuel, we must ask that you accept a temporary increase in rates in the form of a fuel surcharge.

We will implement a fuel surcharge for all equipment such as (but not limited to) DOT trucks, pickup trucks, and / or any fuel burning equipment which is not noted as a "plus fuel" item on the preceeding price schedule. The surcharge will be determined in the following fashion taken from the the USDOE (United States Department of Energy) national average of diesel fuel pricing.

National Avg. Price / Gal		Surcharge Percent Applied to Hourly / Daily Rate of Equipment
\$2.10	\$2.19	14%
\$2.20	\$2.29	15%
\$2.30	\$2.39	16%
\$2.40	\$2.49	17%
\$2.50	\$2.59	18%
\$2.60	\$2.69	19%
\$2.70	\$2.79	20%
\$2.80	\$2.89	21%
\$2.90	\$2.99	22%
\$3.00	\$3.09	23%
\$3.10	\$3.19	24%
\$3.20	\$3.29	25%
\$3.30	\$3.39	26%
\$3.40	\$3.49	27%
\$3.50	\$3.59	28%
\$3.60	\$3.69	29%
\$3.70	\$3.79	30%
\$3.80	\$3.89	31%
\$3.90	\$3.99	32%
\$4.00	\$4.09	33%
\$4.10	\$4.19	34%
\$4.20	\$4.29	35%

Attachment "B" - 2011 Emergency Response Price Schedule
 Explanation / Clarification to Emergency Response Rate Schedule

Personnel:

Experienced supervisory, technical, and equipment operating personnel are available for emergency spill response and spill cleanup operations, 24 hours per day, 365 days per year. Normal hours of operation are from 0700 hours (7:00 a.m.) to 1600 hours (4:00 p.m.) Monday through Friday. All labor charges will be in accordance with Anderson Pollution Control, Inc. service receipts. Charges for personnel are portal to portal. Anderson Pollution Control, Inc. will invoice customer for personnel and the time required to mobilize, service, repair, and restock all vehicles and response equipment used in the performance of services. **Overtime Rates** for personnel will be charged at a rate of time and one half between 1600 hours (4:00 p.m.) and 0700 hours (7:00 a.m.) Monday through Thursday, and between the hours of 1600 hours and 0700 hours on Friday through 0700 hours on Monday. **Doubletime Rates** will be applied to the following National Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. **A 4-hour minimum call-out charge will apply to all labor / equipment call-outs.**

In the event that Anderson Pollution Control, Inc. responds to a request from a governmental agency and/or third party and/or customer and/or on behalf of customer for record gathering and/or litigation support, including but not limited to any proceeding, deposition, hearing, or trial, and whether during the performance of services or any time after; Customer hereby agrees to and will pay to Anderson Pollution Control, Inc. the charges for the personnel provided and/or requested and/or required in the amount corresponding to the personnel designation in this rate sheet and will further reimburse Anderson Pollution Control, Inc. for reasonable expenses incurred as a result including transportation, parking and/or lodging if necessary.

Travel, Lodging, and Per Diem:

For all Anderson Pollution Control, Inc. employees and designees who do not reside in the local commuting area from the work site, a minimum Per Diem charge of \$ 125.00 per day per employee will be invoiced to the customer for such expenses incurred. Furthermore, any expenses for commercial transportation will be invoiced back to the customer at a rate of cost plus 20%.

Automotive Equipment:

All automotive equipment rate charges are portal to portal. A 4 hour minimum times will be charged on all call-out services. A mileage charge of \$ 0.50 per mile after the first 50 miles will be added to all automotive equipment. A fuel and insurance surcharge will be assessed on all autos and equipment. (See Attachment "A" for surcharge schedule). Fuel and insurance Surcharges are calculated on the hourly or daily rate of equipment / autos times the percentage applied based on National Diesel Fuel Price Average according to the USDOE.

Equipment Decontamination:

Spill control equipment is billed on a time and material basis from portal to portal, and will continue until decontamination or washout services are complete. Third party washout facility's charges will be billed at a rate of cost plus 20%.

Damaged or Contaminated Equipment Replacement:

If, during performance of a service and/or services for a customer, equipment sustains damage which renders the equipment beyond repair or renders decontamination impossible, said equipment will be subject to a replacement charge at Anderson Pollution Control, Inc.'s cost plus 20% unless said damage was sustained as a result of misuse by an Anderson Pollution Control, Inc. employee.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Fuel Surcharge:

A fuel surcharge will be assessed on all hourly/daily equipment /vehicle rate will be charged on all motorized equipment. The fuel surcharge calculation Anderson Pollution Control, Inc. is listed as "Attachment A" of this document. Charges will be assessed on equipment only. Further explanation of fuel surcharge calculations are also mentioned in the "Automotive Equipment" Section of this document.

Insurance:

The rates in the rate schedule include insurance coverage for Worker's Compensation, General Liability, Pollution and Automobile Liability. A Certificate of insurance will be forwarded upon request. These rates do **NOT** include work performed under the U.S. Longshoremen's and Harbor Workers Act (33 USC ss 9010950). For work performed under this statute, an additional 69% surcharge per \$ 100 00 of wages will be assessed on labor ONLY.

Stand-By Rates:

Stand-by rate will be equal to the daily rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Full rates will apply for personnel and per diem, while equipment will be billed at half the daily or hourly rate until utilized or released. A minimum daily charge of eight (8) hours per day will be billed for standby work done outside of 150-mile radius of employee's home office.

Place of Performance:

the procurement of Anderson Pollution Control, Inc.'s services may not be in the same county as the work-site area. Customer is obligated to make payment to Anderson Pollution control, Inc. in Montgomery County, Texas for services provided. Because this agreement has been procured and/or managed and administered by Anderson Pollution Control, Inc.'s corporate office in Montgomery County, Texas. The validity, interpretation, and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Montgomery County, Texas

Subcontract Services / Third Party Services:

A 20% handling charge will apply and be invoiced for all shipping and transportation of equipment, materials, and goods regardless of whether such equipment, materials, and goods appear on Anderson Pollution Control, Inc.'s rate schedule. This includes but is not limited to personnel, equipment, materials or goods, laboratory services, damage waivers and/or other services. Cost, as used herein, is defined as the amount invoiced to Anderson Pollution Control, Inc. by a third party supplier of materials, goods, personnel, equipment, and/or services.

Taxes:

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 become part of the total price payable by the customer. If a customer claims an exemption from payment of Texas Sales and Use Tax, the customer will be required to render an exemption certificate or a Resale Certification to Anderson Pollution Control, 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, the customer will pay directly the amount of any assessment or fee. In the event Anderson Pollution Control, Inc. pays any such foreign tax or fee directly, customer will promptly reimburse Anderson Pollution Control, Inc. for such amount.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Terms:

The term of payment for all invoices is Net 15 days upon receipt of invoice in US Dollars (USD) (US\$). The balance of any invoice not timely paid will accrue a finance charge computed at the periodic rate of one and one half percent (1.5 %) per month beginning on the first day of the first month following any delinquency. Customer is obligated to make payment to Anderson Pollution Control, Inc. at it's principal office at 1011 West Lewis - Suite A -- Conroe, Texas 77301-2219 in Montgomery County, Texas.



**RESPONSE RATE SCHEDULE
GULF COAST REGION
APRIL 2013**

**Emergency Response Phone Number
(800) 4-GARNER
(800) 424-1716**

**DEER PARK OFFICE
1717 West 13th Street, Deer Park, Texas 77536
Office/Phone: (281) 930-1200/ (800) 424-1716 Fax: (281) 478-0296**

**LA MARQUE OFFICE
3197 Main Street, La Marque, Texas 77568
Office/Phone: (409) 935-0308/ (800) 935-0308 Fax: (409) 935-0678**

**PORT ARTHUR OFFICE
5048 Houston Avenue, Texas 77640
Office/Phone: (409) 983-5646/ (800) 983-7634 Fax: (409) 983-5851**

GARNER ENVIRONMENTAL SERVICES, INC.'S RESPONSE RATE SCHEDULE

Garner Environmental Services, Inc. is also referred to herein as "GESI". The person and/or entity (or both) procuring a response service from GESI is collectively referred to herein as "Customer". Reference herein to "rate schedule", "rate sheet", "rate" or "rates" means GESI's rates and terms set forth herein. These terms, rates and conditions of service apply to the services of GESI for Customer. A call for services by a Customer representative and/or a regulatory agency representative on behalf of Customer (a "call-out") will deem Customer's assent to these terms, rates and conditions of service without variance or addition. GESI hereby objects to and rejects any terms in Customer's purchase order or other Customer documents that are different or in addition to these terms, rates and conditions of service and such terms shall not constitute any part of the Agreement between GESI and Customer unless set forth in a written change order signed by both GESI and Customer specifically addressing GESI's Response Rate Schedule. In the event certain itemized rates or terms are negotiated post response, no such itemized post response rates will be allowed to apply retroactively and in order to be effective are subject to the following: the specific varying rates must be reflected in a separate, itemized schedule, i.e., not by entire rate schedule; and the separate, itemized variance in the rate schedule must be signed by both GESI and Customer authorized representatives in a writing bearing either a current date or prospective effective date. GESI's services are provided on a first-come, first serve basis subject to circumstances then existing and GESI reserves the right in its sole discretion to decline services.

INSURANCE The rates include insurance coverage for Worker's Compensation, General Liability/Pollution and Automobile Liability.

REPLACEMENT OF DAMAGED OR CONTAMINATED EQUIPMENT If, during performance of a service and/or services for a Customer, equipment and/or material sustain damage which renders the equipment and/or material beyond repair or renders decontamination impossible, Customer will incur a replacement charge for said equipment and/or material at GESI's cost plus 20% unless said damage was sustained as a result of misuse by GESI personnel.

ROLL-OFF BOXES Roll-Off Box delivery and pickup charges vary according to the distance from the site location. The Rate for roll-off box liners is \$55.00 each. Box Liners are not mandatory, but if the Roll-Off Box requires cleaning at the end of the rental period, the Customer will incur the cleaning charges.

STAND-BY RATES Stand-By Rates will be equal to the Daily Rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Customer will incur full rate charges for personnel and per diem. For all equipment dedicated exclusively for the Customer's use, whether on site or at an offsite staging location, Customer will incur charges at the full daily rate until decontamination is complete and the equipment is demobilized to the GESI designated location. For each person placed on standby, whether on site or at an offsite location, and who remain dedicated exclusively to Customer's response, Customer will incur charges at full rates for a minimum of eight (8) hours per day as well as full per diem rates, including in the event Customer cancels mobilization after call-out. Customer will incur additional shipment, delivery and freight charges for canceled call-outs.

DAILY RATE Wherever a DAILY RATE is referred to in these rates it means a shift or time period not exceeding twelve (12) hours, i.e. for a twenty-four (24) hour period, Customer incurs charges for two (2) days.

EQUIPMENT DECONTAMINATION / WASHOUT Time and Material charges are portal to portal and will continue through decontamination and/or washout of any and all equipment and personnel used on the job.

LIMITATION OF LIABILITY GESI warrants its services will be performed in a good and workmanlike manner in accordance with industry standards and applicable laws. GESI makes no other representations or warranty of any kind and all other representations and warranties are hereby disclaimed. Notwithstanding anything to the contrary elsewhere, including in any Customer document, policy or agreement, GESI shall not be liable for damages caused by delay in performance, or non-performance, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, tort or otherwise), and in no event shall GESI be liable to Customer or any third party, including any regulatory agency, for Customer's negligence, fault, omission, willful act, premises liability, strict liability, or status as generator and GESI disclaims any indemnity or hold harmless provision for the benefit of Customer in connection therewith. Further, in no event shall GESI's liability to Customer extend to include indirect, special, incidental, consequential, or punitive damages. The term "consequential damages" as used in these Terms shall include, but not be limited to, fines, penalties, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital, loss or damage to property or equipment, loss of reputation, or illness. GESI shall not be liable for damage resulting from delay in performance or for nonperformance, directly or indirectly caused by circumstances beyond the reasonable control of the party affected, including, but not limited to acts of God, fires, explosions, floods, war, acts of or authorized by any government, commission, agency or jurisdiction, accident, labor or storage trouble, or inability to obtain material, equipment or transportation.

TITLE Title to waste materials resulting from the cleanup and/or response services provided to Customer by GESI will not be transferred to GESI. Customer will at all times remain the "generator" of such materials for

regulatory purposes. Customer understands and acknowledges that Customer will arrange for transportation and/or disposal services. Provided, however, in the event Customer requests, and GESI agrees to assist with transportation and/or disposal of waste, Customer acknowledges that Customer is the generator, arranger and responsible party for all such waste. Customer retains the risk, responsibility and liability for any claims or allegations related to such waste including those for cost recovery or contribution under CERCLA or similar state laws or otherwise. Notwithstanding GESI's assistance which may be rendered to Customer as set forth above, Customer acknowledges that Customer retains sole responsibility for the storage handling, transportation, treatment, processing, and disposal of any wastes, pollutants, or contaminants that are the subject of GESI's response services for Customer as well as for full compliance with provisions of the Resource Conservation and Recovery Act, (CERCLA), as amended, the Toxic Substances Control Act, as amended and all other applicable federal, state, or local laws, statutes, or regulations governing the treatment, transportation, storage, release or disposal of waste material. Customer acknowledges that GESI is not and will not be considered (i) the owner of material, substances, or wastes noted in the Scope of Work; (ii) the operator of a facility; (iii) the generator, storer, or disposer of waste materials; and (iv) to have arranged for the transportation, disposal of any wastes, pollutants, or contaminants by virtue of the performance of response services or anything contained herein, as those terms are used in the Resource Conservation and Recovery Act, (CERCLA), as amended; the Toxic Substances Control Act, as amended, or any other federal or state statute or regulation governing the treatment, transportation, storage, or disposal of materials or wastes or liability related thereto.

SUBCONTRACT SERVICES / THIRD-PARTY SERVICES When GESI's equipment is available, Customer will incur charges for said equipment at rates published herein. For any item that is identified on this GESI rate schedule and which GESI acquires through or from a third party vendor or supplier, Customer will incur charges at the higher of GESI's rates or GESI's cost plus a 20% handling charge. Customer will incur a 20% handling charge for all shipping and transportation of equipment, materials and goods regardless of whether such equipment, materials and goods appear on GESI's rate schedule. In addition, for all items not listed on GESI's rate schedule, including but not limited to personnel, equipment, materials and goods, laboratory services, testing services, damage waivers and other services, Customer will incur charges at GESI's cost plus a 20% handling charge. Cost, as used herein, is defined as the amount invoiced to GESI by a third-party supplier of material and/or goods and/or material and/or labor and/or equipment and/or services.

TAXES 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 charges incurred by the Customer. If a Customer claims an exemption from payment of Sales and Use Tax, the Customer 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, duty or other fees alleged as owing to a foreign state or government, the Customer will pay directly the amount of any assessment or fee. In the event GESI pays any such foreign tax or fee, Customer will promptly reimburse GESI upon GESI's written notice to Customer setting forth the amount.

PAYMENT TERMS Customer incurred charges will be reflected on a GESI invoice, whether one or more. The term of payment for all invoices is *Net Payment Due Immediately Upon Receipt of Invoice in United States Dollars (US \$)*. Customer will incur late charges at the lessor of eighteen percent (18%) per annum or the maximum amount allowed by law on the balance of any invoice not timely paid from date of delinquency until fully paid. Customer is obligated to make payment to Garner Environmental Services, Inc. at its principal office at 1717 West 13th Street, Deer Park, TX 77536 in Harris County, Texas. Customer will remain liable to pay all invoiced amounts regardless of insurance or third party claims and/or adjustments or offsets proposed whether by: third party and/or customer insurance adjusters; customer quality assurance personnel; customer third party management auditors; and/or similarly employed personnel whether employed by Customer or procured on an hourly or commission basis or both. Customer will incur additional charges in an amount not less than that which corresponds to amounts withheld as a result of adjustments taken in Customer's discretion or items proposed to be disallowed on behalf of Customer by third party negotiators, customer quality assurance personnel, third party management, auditors and the like.

PLACE OF PERFORMANCE The procurement of Garner Environmental Services, Inc.'s services may not be in the same county as the work site area. Customer is obligated to make payment to Garner Environmental Services, Inc. in Harris County, Texas for services provided. Because this agreement has been procured in Harris County, Texas and is being managed and administered from Garner Environmental Services, Inc.'s central office in Harris County, Texas, this agreement is being performed in Harris County, Texas. The validity, interpretation and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Harris County, Texas.

PERSONNEL

Experienced consulting, supervisory, technical instructor and equipment operating personnel are available for complete emergency spill response and spill cleanup operations and vacuum service, 24 hours a day, 7 days a week. Straight time rates will be billed from 0800 (8:00 a.m.) through 1600 (4:00 p.m.) daily, Monday through Friday. All other non-holiday hours worked, including Saturday and Sunday will be billed at the Overtime rate. DOUBLE TIME RATES will be charged for all Garner recognized Holidays which include Christmas Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day. When these holidays fall on a weekend, the nearer weekday will be charged at the Overtime rate. Personnel charges are not included in Motorized/Automotive Equipment Rates. Personnel labor rates are charged portal to portal and invoiced in accordance with GESI service receipts (from mobilization through demobilization, service, repair and restocking of vehicles and equipment used in the performance of the services for Customer), with a 4-Hour Minimum Service Charge on All Labor Call-Outs.

- **TRAVEL, LODGING AND PER DIEM** For all employees who perform work at a location over 50 miles from the employee's normally assigned Garner Environmental Services, Inc. branch office, Garner Environmental Services, Inc. charges for employee travel to and from the work site on the basis of Garner Environmental Services, Inc.'s incurred costs plus 20% for all commercial transportation. A minimum Per Diem charge of \$150.00 per day for each such employee will be charged and due for each day that such employee is present in the locale of the work site. When working in high cost areas as defined by U.S. Government Travel Regulations, travel, lodging and per diem rates may increase. When work is performed in an area that has unusually high lodging/meal rates due to outside issues GESI reserves the right to increase the daily per diem to a fair and reasonable rate in order to cover lodging and meals.
- **SITE SAFETY** GESI reserves the right to mobilize one or more qualified safety officers to any response project to oversee site safety. The quantity of safety officers mobilized to a particular project will depend on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project, or until it is mutually agreed upon by GESI management and authorized Customer representatives that these services are no longer required.
- **HEAT STRESS/LUNCHES** Customer will incur charges of \$15.00 per man, per day for GESI to provide spill response personnel with drinking water and electrolyte drinks to be consumed throughout the work shift in an effort to maintain proper hydration levels in all weather conditions. Ice chests and ice shall also be provided by Garner Environmental Services. Daily lunches will be provided to all Garner Environmental Services response personnel working either in the field or in a command post setting unless previous arrangements have been made for Customer provided meals. Customer will incur charges for lunches provided by GESI, whether to GESI personnel, Customer personnel and third party personnel, i.e., regulatory agency or auditing personnel at the rate of GESI's Cost + 20%.
- **HAZ-MAT RATES** Haz-Mat rates will be charged for all persons on job when the material being dealt with has a hazard rating of two or greater on the NFPA 704 labeling system or hazardous material identifying system, or if a job requires the use of respiratory protection regardless if they are actually working in the exclusion zone or not.
- **MISCELLANEOUS SUPPORT SERVICES** In the event Garner Environmental Services, Inc. responds to a request from a governmental agency and/or third party and/or Customer and/or on behalf of Customer for record gathering and/or audit and/or litigation support services, including but not limited to testifying at any proceeding, deposition, hearing or trial, and whether during the performance of services or any time after, Customer will incur charges for the time and labor of personnel provided and/or requested and/or required, payable to GESI in accordance with the payment terms herein, in the amount(s) corresponding to the personnel designation in this rate sheet as well as for reasonable expenses incurred as a result, including for transportation, parking and/or lodging, if necessary. Additional PPE not listed site specific or specialty training may be billed to Customer at GESI's cost plus 20% when required for scope of work at Customers request.

PERSONNEL	Hourly Rate	
	Regular	Overtime
Project/Operations Manager	\$ 150.00	\$ 225.00
Health & Safety Manager	\$ 100.00	\$ 150.00
Site Manager/Superintendent	\$ 90.00	\$ 135.00
Site Safety Officer	\$ 65.00	\$ 97.50
Zone Manager	\$ 100.00	\$ 150.00
Project Accountant	\$ 75.00	\$ 112.00
Disposal Coordinator	\$ 60.00	\$ 90.00
Resource Coordinator	\$ 65.00	\$ 97.50
Clerk	\$ 42.00	\$ 63.00
Supervisor	\$ 63.00	\$ 94.50
Foreman	\$ 50.00	\$ 75.00
Technician	\$ 39.00	\$ 58.50
Operator, Special Equipment	\$ 54.00	\$ 81.00
Operator, Boat	\$ 45.00	\$ 67.50
Mechanic	\$ 85.00	\$ 127.50

HAZ-MAT	Regular	Overtime
Site Safety Officer	\$ 70.00	\$ 105.00
Supervisor, Haz-Mat	\$ 78.00	\$ 117.00
Foreman, Haz-Mat	\$ 65.00	\$ 97.50
Technician, Haz-Mat	\$ 50.00	\$ 75.00
Operator, Special Equipment	\$ 55.00	\$ 82.50
Operator, Boat	\$ 60.00	\$ 90.00
Technician, Sampling	\$ 55.00	\$ 82.50

RESCUE	Regular	Overtime
Rescue Supervisor	\$ 65.00	\$ 97.50
Rescue Technician	\$ 55.00	\$ 82.50

MOTORIZED / AUTOMOTIVE EQUIPMENT

Motorized/Automotive Equipment Rates Do Not Include Personnel Charges unless noted*. GESI will provide automotive equipment to transport personnel, equipment and materials as needed for the duration of the project. Motorized/Automotive equipment hourly rates are charged portal to portal (from mobilization through demobilization and decontamination), with a minimum charge of four (4) hours per item on all call-outs, through decontamination and/or washout of any and all equipment. Daily rates are not prorated. Motorized/Automotive equipment rates do not include toll charges traveling to and from job (decon, etc), which charges Customer will incur at cost plus 20%. Vehicle mileage, not exceeding 100 miles per day, is included in the day rate price for each vehicle. For vehicle mileage in excess of 100 miles per day, Customer will incur charges in the amount of: \$0.75 per mile for pickups and cars; and \$1.75 per mile for all others, including DOT vehicles.

Motorized Equipment rates (i.e. other than pickups, cars and DOT vehicles) do not include fuel and Customer will incur fuel charges.

A fuel surcharge will be added for all Motorized and Automotive Equipment based on the Hourly/Daily Equipment/Vehicle rate pursuant to the index on diesel cost per gallon as reported by the Department of Energy EIA Retail On-Highway Diesel Prices at www.eia.gov/petroleum/gasdiesel (GESI is not responsible for the information provided). "Daily" rate means a shift or period not exceeding twelve (12) hours. Fuel surcharge(s) will be invoiced as a separate line item. * The fuel surcharge percentage is adjusted every Monday of each week based upon the weekly U.S. National Average. The fuel surcharge chart provided (up to \$7.00) shows how surcharges are calculated based on fuel price range, i.e., if fuel rises above \$7.00, the fuel surcharge continues to increase 0.5% for every \$0.05 increase in fuel price:

Fuel Surcharge Table (prices per gallon)

At Least	But Less Than	Surcharge
\$2.95	\$3.00	18.50%
\$3.00	\$3.05	19.00%
\$3.05	\$3.10	19.50%
\$3.10	\$3.15	20.00%
\$3.15	\$3.20	20.50%
\$3.20	\$3.25	21.00%
\$3.25	\$3.30	21.50%
\$3.30	\$3.35	22.00%
\$3.35	\$3.40	22.50%
\$3.40	\$3.45	23.00%
\$3.45	\$3.50	23.50%
\$3.50	\$3.55	24.00%
\$3.55	\$3.60	24.50%
\$3.60	\$3.65	25.00%
\$3.65	\$3.70	25.50%
\$3.70	\$3.75	26.00%
\$3.75	\$3.80	26.50%
\$3.80	\$3.85	27.00%
\$3.85	\$3.90	27.50%
\$3.90	\$3.95	28.00%
\$3.95	\$4.00	28.50%
\$4.00	\$4.05	29.00%
\$4.05	\$4.10	29.50%
\$4.10	\$4.15	30.00%
\$4.15	\$4.20	30.50%
\$4.20	\$4.25	31.00%
\$4.25	\$4.30	31.50%
\$4.30	\$4.35	32.00%
\$4.35	\$4.40	32.50%
\$4.40	\$4.45	33.00%
\$4.45	\$4.50	33.50%
\$4.50	\$4.55	34.00%
\$4.55	\$4.60	34.50%
\$4.60	\$4.65	35.00%
\$4.65	\$4.70	35.50%
\$4.70	\$4.75	36.00%
\$4.75	\$4.80	36.50%
\$4.80	\$4.85	37.00%
\$4.85	\$4.90	37.50%
\$4.90	\$4.95	38.00%
\$4.95	\$5.00	38.50%

At Least	But Less Than	Surcharge
\$5.00	\$5.05	39.00%
\$5.05	\$5.10	39.50%
\$5.10	\$5.15	40.00%
\$5.15	\$5.20	40.50%
\$5.20	\$5.25	41.00%
\$5.25	\$5.30	41.50%
\$5.30	\$5.35	42.00%
\$5.35	\$5.40	42.50%
\$5.40	\$5.45	43.00%
\$5.45	\$5.50	43.50%
\$5.50	\$5.55	44.00%
\$5.55	\$5.60	44.50%
\$5.60	\$5.65	45.00%
\$5.65	\$5.70	45.50%
\$5.70	\$5.75	46.00%
\$5.75	\$5.80	46.50%
\$5.80	\$5.85	47.00%
\$5.85	\$5.90	47.50%
\$5.90	\$5.95	48.00%
\$5.95	\$6.00	48.50%
\$6.00	\$6.05	49.00%
\$6.05	\$6.10	49.50%
\$6.10	\$6.15	50.00%
\$6.15	\$6.20	50.50%
\$6.20	\$6.25	51.00%
\$6.25	\$6.30	51.50%
\$6.30	\$6.35	52.00%
\$6.35	\$6.40	52.50%
\$6.40	\$6.45	53.00%
\$6.45	\$6.50	53.50%
\$6.50	\$6.55	54.00%
\$6.55	\$6.60	54.50%
\$6.60	\$6.65	55.00%
\$6.65	\$6.70	55.50%
\$6.70	\$6.75	56.00%
\$6.75	\$6.80	56.50%
\$6.80	\$6.85	57.00%
\$6.85	\$6.90	57.50%
\$6.90	\$6.95	58.00%
\$6.95	\$7.00	58.50%

*At GESI's discretion, in the alternative to a fuel surcharge, Customer will incur flat-rate fuel charges at GESI's cost plus 20%.

MOTORIZED / AUTOMOTIVE EQUIPMENT	Hourly Rate
15 Passenger Van	\$ 300.00 Daily
Air Scrubber, GES Vacuum Truck Mounted	\$ 25.00
Air Scrubber, Large Volume for Air Mover Trucks	\$ 100.00
ATV Utility Trailer	\$ 75.00 Daily
ATV, 4-Wheel	\$ 300.00 Daily
Backhoe (plus mobilization & demobilization)	\$ 550.00 Daily
Carbon for Air Scrubber, Large Volume for Air Mover Trucks, Consumables	Cost Plus 20%
Carbon for Air Scrubber, GES Vacuum Truck Mounted, Consumables	Cost Plus 20%
Master Command Trailer, 48' plus airtime and activation	\$ 1,800.00
MCC #1 Mobile Command & Control Trailer plus Fuel	\$ 300.00
Meyers Unit, Trailer Mounted	\$ 350.00 Daily
Mileage (after the first 100 miles (except pick-up trucks) Vacuum Trucks - Large Trucks	\$ 1.75
Mileage (after the first 100 miles for pick-up trucks)	\$ 0.75
Pick-Up Truck, 1 ton or smaller	\$ 200.00 Daily
Pick-Up Truck, 1 ton, 4x4	\$ 250.00 Daily
Pick-Up Truck, 1 ton, w/lift gate	\$ 225.00 Daily
Safety-Vac	\$ 60.00
Skid-Steer Loader (GES Owned)	\$ 300.00 Daily
Trailer, Boom, 20 foot	\$ 75.00 Daily
Trailer, Box 48'	\$ 200.00 Daily
Trailer, Box 53'	\$ 300.00 Daily
Trailer, Equipment Hauler, Gooseneck, 24 foot	\$ 75.00 Daily
Trailer, Haz-Mat Response, 24'	\$ 350.00 Daily
Trailer, Rescue/Emergency Response	\$ 200.00 Daily
Trailer, Response, Gooseneck, 32' Oil Response	\$ 350.00 Daily
Trailer, Response, Gooseneck, 32' Hazmat Response	\$ 450.00 Daily
Trailer, Transfer, Ship to Shore	\$ 125.00 Daily
Trailer, Utility	\$ 75.00 Daily
UTV, 4-Wheel Utility Vehicle (Side by Side)	\$ 425.00 Daily
Vacuum Truck, 70 bbl Capacity (GES Owned) Regular Time, Includes Driver	\$ 100.00
Vacuum Truck, 70 bbl Overtime, Includes Driver	\$ 130.00
Vacuum Truck, 70 bbl Capacity, (GES Owned) (Haz-Mat) Regular Time, Includes Driver	\$ 120.00
Vacuum Truck, 70 bbl Capacity, (GES Owned) (Haz-Mat) Overtime, Includes Driver	\$ 150.00
Vacuum Truck, 70 bbl Capacity, Stainless Steel Unit (GES owned) Regular Time, Includes Driver	\$ 120.00
Vacuum Truck, 70 bbl Capacity, Stainless Steel Unit (GES owned) Overtime, Includes Driver	\$ 150.00

MARINE EQUIPMENT	Daily Rate
Flat Boat 12'	\$ 100.00
Flat Boat, 14' to 16' w/o motor	\$ 115.00
Flat Boat, 14' to 16' w/motor	\$ 225.00
18'-22' Single engine boat	\$ 450.00
Response Boat, 24'- 27'	\$ 850.00
Response Boat, 28'-30'	\$ 900.00
Barge Boat, 24'-28'	\$ 950.00
Pontoon Boat w/motor	\$ 400.00
Piroque	\$ 40.00

CONTAINMENT BOOM	Daily Rate
Anchor buoys/markers	\$ 20.00
Boom Anchor, 18 lb.	\$ 45.00
Boom Anchor, 22 lb.	\$ 50.00
Boom Anchor, 40 lb.	\$ 65.00
Boom Anchor, 65 lb.	\$ 255.00
Boom Anchor, 85 lb.	\$ 345.00
Boom Lights	\$ 20.00
Containment Boom, 12"	\$ 1.25 Per Foot
Containment Boom, 18"	\$ 1.50 Per Foot
Containment Boom, 42"	\$ 5.00 Per Foot
Large Boom Magnets	\$ 50.00
Mini-Boom	\$ 1.10
Small Boom Magnets	\$ 25.00

SKIMMERS**Daily Rate**

	Daily Rate
Desmi Mini-Max	\$ 450.00
Disk Oil Skimmer (Includes power pack)	\$ 3,400.00
Drum Skimmer Double 36" Drum (includes air compressor & hoses)	\$ 815.00
Drum Skimmer, 24" Drum (includes air compressor & hoses)	\$ 635.00
Drum Skimmer, 36" Drum (includes air compressor & hoses)	\$ 785.00
Drum Skimmer, 36" Drum (includes Hydraulic Power Pad)	\$ 1,100.00
Oleophilic Pad Replacement, Marco Skimmer	Cost Plus 20%
RF Weir Skimmer	\$ 250.00
Skimmer, Acme Mdl 39-T, Vacuum / or Douglas Engineering Skim Pak	\$ 150.00
Skimmer Vessel, Marco, "Harbor 28"	\$ 5,000.00
Skimmer, Marco, "Sidewinder 14" (Includes power pack)	\$ 1,200.00
VSP Screw Pump Skimmer	\$ 1,800.00

SORBENT MATERIAL**Unit Rate**

	Unit Rate
Boom, Sorbent, 5"	\$ 90.00
Boom, Sorbent, 8"	\$ 145.00
Boom, Sorbent, Universal, 5"	\$ 155.00
Boom, Sorbent, Universal, 8"	\$ 180.00
Clean B	\$ 42.00
Floor Dry Clay Based Absorbent	\$ 25.00
Floor Gator, Granular, 50 lb bag	\$ 28.00
Industrial Rug, Sorbent, 36" x 150'	\$ 275.00
Oil Gator, 30 lb bag	\$ 45.00
Oil Hawg	\$ 35.00
Pad, Sorbent, 100 pad bale	\$ 70.00
Pad, Sorbent, Universal, Gray, 17" x 19" x 3/8", 100 pad bale	\$ 105.00
Peat Moss Sorbent, 2 cf x 20 lb bag	\$ 41.00
Roll, Sorbent, 1 roll bale	\$ 145.00
Snare Boom, Viscous Oil, 100'	\$ 200.00
Snare Boom, Viscous Oil, 50'	\$ 74.00
Snare, Viscous Oil	\$ 60.00
Sorbent, All-Purpose, Oil-Dry	\$ 14.00
Sphag Sorb, 2 cf x 24 lb bag	\$ 50.00
Sweep, Sorbent, 1 sweep bale	\$ 115.00
Zorbent, Absorbent Material	\$ 65.00

PUMPS AND HOSES**Daily Rate**

	Daily Rate
Compressor, Air, 11.8 cfm, 90 psi output + fuel (GES Owned)	\$ 185.00
DC Pump, on Dolly	\$ 100.00
Drum Pump, Poly	\$ 100.00
Hose, ADS 6"	\$ 2.50 Per Foot
Hose, Air 3/4" x 50'	\$ 45.00
Hose, Air 1" x 50'	\$ 50.00
Hose, Chemical Resistant, 1"	\$ 10.00 Per Foot
Hose, Chemical Resistant, 2"	\$ 2.00 Per Foot
Hose, Chemical Resistant, 3"	\$ 3.00 Per Foot
Hose, Fire, 50' section	\$ 50.00
Hose, Industrial/water	\$ 40.00
Hose, Set of suction & discharge hose for 2" wash pump	\$ 25.00
Hose, Suction/Discharge, 2"	\$ 1.75 Per Foot
Hose, Suction/Discharge, 3"	\$ 2.25 Per Foot
Power Pack, Hydraulic, 50 hp or less	\$ 500.00
Pump, 1" Poly Diaphragm/Stainless	\$ 150.00
Pump, 2" Blackmere Vane, (Hydraulic)	\$ 350.00
Pump, 2" Diaphragm	\$ 150.00
Pump, 2" Stainless Steel Diaphragm	\$ 275.00
Pump, 3" Diaphragm	\$ 325.00
Pump, 3" Diaphragm, Diesel	\$ 375.00
Pump, 3" Diaphragm, Stainless	\$ 375.00
Pump, Hand Plastic, Each	\$ 28.00
Pump, Wash (with suction & discharge hose & nozzle)	\$ 140.00
Rebuild Kit, Diaphragm Pump, Each	\$ 550.00

SPECIALTY EQUIPMENT**Hourly Rate**

SP-30, 3"/6" Submersible Pump with Crane and Jetter Head	\$	185.00
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COMMUNICATIONS EQUIPMENT**Daily Rate**

Cellular Telephone (Each)	\$	25.00
Computer, Laptop/Desktop w/Printer	\$	100.00

HAZ-MAT EQUIPMENT**Daily Rate**

Betz Emergency Off-Loading Valve	\$	500.00
Chlorine Emergency Kit "A"	\$	500.00
Chlorine Emergency Kit "B"	\$	750.00
Chlorine Emergency Kit "C"	\$	1,000.00
Cylinder Refill, Nitrogen, Each	\$	50.00
Decontamination Kit (Pool, Brush, Bucket, Soap), Each	\$	60.00
Vacuum Cleaner, Stainless Steel, Mercury, HEPA	\$	250.00

MONITORING EQUIPMENT**Daily Rate**

4/5-Gas Meters	\$	125.00
Benzene Tubes, Each	\$	11.00
Black Light, Mercury Detection	\$	40.00
Chemsticks	\$	15.00
Coconut Charcoal VOC Sampling Tubes	\$	5.00
Colorimetric Tube Hand Pump	\$	30.00
Crowcon Monitor, 5 gas	\$	150.00
Drager CMS Unit	\$	300.00
FID Detector Hydrogen Refill	\$	100.00
FID Detector, Handheld	\$	200.00
Hamby Soil Sampling Test, Each	\$	45.00
Infrared Thermometer	\$	50.00
Intrinsically Safe Thermometer (laser)	\$	15.00
Jerome Mercury Vapor Analyzer	\$	300.00
ph Meter	\$	30.00
ph Strips Box	\$	25.00
Photoionization Detector (PID), MiniRae	\$	150.00
Photoionization Detector, Ultra (PID), Ultra MiniRae	\$	150.00
Quad Gas Calibration Gas – One (1) Calibration	\$	25.00
Radiation Monitor	\$	75.00
Single Calibration Gas – One (1) Calibration	\$	20.00
Smart Strips	\$	35.00
Tedlar Bag w/Stainless Fittings – 1 Liter	\$	26.00
Tedlar Bag w/Stainless Fittings – 5 Liter	\$	40.00
VOC Tubes, Each	\$	11.00

RESCUE EQUIPMENT**Daily Rate**

Air Horn 6"	\$	25.00
Confined Space Rescue Kit	\$	325.00
Coppus Blower	\$	60.00
Harness, Safety, w/lanyard	\$	35.00
Replacement of Equipment		Cost Plus 20%
Retrieval, System Tripod	\$	105.00
Safety Lifeline	\$	25.00

PERSONAL PROTECTIVE EQUIPMENT	Unit / Daily Rate
(CPF 1) / PCT Tyvek Types, Each	\$ 10.00
(CPF 2) / Saranex Types, Each	\$ 50.00
(CPF 3), Each	\$ 105.00
Boot, Chemical, NFPA Approved, Pair	\$ 90.00
Boot, Rubber, Steel-toe, Pair	\$ 45.00
Boot, Tingley, Pair	\$ 130.00
Booties, Latex, Pair	\$ 7.00
Bunker Gear (Pants, Coat, Gloves, Helmet, Boots), Daily	\$ 250.00
Chest Waders, Daily	\$ 50.00
Cool Vest, Daily	\$ 50.00
Glove, "Black Knight", (PVC) Pair	\$ 5.50
Glove, "Silver Shield", Pair	\$ 8.00
Glove, Butyl, Pair	\$ 25.00
Glove, Latex, Sample, Pair	\$ 1.00
Glove, Leather, Pair	\$ 10.00
Glove, Liner, Cotton, Pair	\$ 1.00
Glove, Neoprene, Pair	\$ 6.00
Glove, Nitrile, Inner, Pair	\$ 1.00
Glove, Nitrile, Outer, Pair	\$ 50.00
Glove, Viton, Pair	\$ 75.00
Level A Responder Types, Each	\$ 1,350.00
Level B Encapsulated CPF 4 Types, Each	\$ 225.00
Level D, PPE, (Steel Toe Boots, Hard Hat, Gloves and Safety Glasses) Each	\$ 45.00
Life Jacket, Daily	\$ 10.00
Road Safety Vest, Daily	\$ 5.00
Safety Goggles/Glasses, Each	\$ 4.00
Slicker Suit, Rain, Each	\$ 25.00
Suit, Acid, Each	\$ 47.50

RESPIRATORY PROTECTION □	Unit Rate
Air Regulator	\$ 50.00
Breathing Air Cylinder	\$ 30.00
Breathing Air Cylinder Refill	Cost Plus 20%
Breathing Air Hose, 50' Section	\$ 25.00
Cart, Air w/two Air Cylinder	\$ 95.00
Escape Mask	\$ 100.00
Escape Pack	\$ 125.00
Full-Face Respirator (includes first Cartridge set)	\$ 50.00
Half-Face Respirator (Organic Mask, Disposable), Each	\$ 29.00
Half-Face Respirator w/o cartridges, Each	\$ 14.00
Respirator Cartridge, HEPA, Each	\$ 10.00
Respirator Cartridge, HEPA/OV/AG, Pair	\$ 30.00
Respirator Cartridge, Mercury Vapor, Pair	\$ 60.00
Self-Contained Breathing Apparatus (SCBA)	\$ 225.00
Self-Contained Breathing Apparatus (SCBA) Refill	\$ 25.00

SAMPLING AND TESTING EQUIPMENT AND SUPPLIES**Unit Rate**

		Unit Rate
Drum Thief Sampling Tubes	\$	16.00
Haz-Cat Sampling Kit, per test	\$	50.00
Hydrocarbon Test Kit	\$	50.00
Lab Analysis, Accredited Third Party		Cost Plus 20%
Mercury Test Kit	\$	50.00
PCB Wipe Test Kit	\$	60.00
Personnel Sampling Pump	\$	50.00
pH Paper (Roll or Box)	\$	25.00
Pipettes, Glass	\$	5.00
Sample Bomb	\$	120.00
Sample Jars	\$	10.00
Sample Storage	\$	20.00
Shippers, Sample Jar (plus postage)	\$	50.00
Soil Sampling Kit	\$	35.00
Waste Disposal – Profile Charge	\$	150.00

CHEMICALS**Unit Rate**

		Unit Rate
A+ Microbes, 1 lb	\$	60.00
Acetic Acid, 5 gl	\$	83.00
Acetic Acid, Glacial, 5 gl pail	\$	88.00
Acetic Acid, Glacial, 55 gl. Drum	\$	530.00
Acetic Acid, Industrial Grade, 56% pure, 55 gl drum	\$	450.00
Ammonia	\$	9.00
B Microbes, 1 lb	\$	60.00
Bleach	\$	9.00
Boric Acid, 5%, 50 lb bag	\$	97.00
Citric Acid, 50%, Grade B, 575 lb drum	\$	165.00
Degreaser/Solvent, 1 gl container	\$	50.00
Dry Booster, 1 lb	\$	60.00
Ecosorb (Mercaptan Neutralization)	\$	85.00
Micro-Blaze Out, Firefighting Agent, 5 gl pail	\$	225.00
Micro-Blaze, Emergency Liquid Spill Control, 5 gl bucket	\$	225.00
PES-51, Organic Bio-Cleanser, Oil Release Agent, 1gal container	\$	68.00
PES-51, Organic Bio-Cleanser, Oil Release Agent, 5 gal bucket	\$	340.00
PES-51, Organic Bio-Cleanser, Oil Release Agent, 55 gal drum	\$	3,740.00
Petro-Clean, Spill Control Liquid, 250 gl tote	\$	9,375.00
Petro-Clean, Spill Control Liquid, 300 gl tote	\$	11,250.00
Petro-Clean, Spill Control Liquid, 5 gl pail	\$	205.00
Petro-Clean, Spill Control Liquid, 55 gl drum	\$	2,065.00
Reagent, Miscellaneous		Cost Plus 20%
Soda Ash, Dense, 50 lb bag	\$	45.00
Sodium Bicarbonate, 50 lb bag	\$	40.00
Sodium Hypochlorite, Liquid, 1 gl	\$	9.00
Tegra, Solve H, 55 gl drum	\$	1,760.00
Z Microbes, 1 b	\$	60.00

MISCELLANEOUS EQUIPMENT**Unit Rate**

12 Ton air conditioning system for Drash style tents (plus fuel)	\$	900.00
20' x 30' Drash style tent w/floor	\$	250.00
20' x 40' Drash style tent w/o floor or doors	\$	300.00
Air Tools	\$	50.00
Back-Pack Blower	\$	45.00
Barricade Tape Roll, each	\$	30.00
Break Area (tent, bench, chairs, ice chest) Day, Per Break Area	\$	135.00
Camera, Digital	\$	50.00
Chain Saw	\$	75.00
Chemical, Tape Roll	\$	35.00
Diesel Fuel (Other than listed under Motorized / Automotive Equipment)		Cost Plus 20%
Drum Crusher	\$	350.00
Drum Dolly	\$	25.00
Drum Sling	\$	25.00
Drum, Grabber Forklift	\$	100.00
Duct Tape, 2" x 60 yd, each	\$	10.00
Epoxy Stick Sealant, each	\$	12.00
Eye Wash Station	\$	35.00
Face Shield with Bracket	\$	35.00
Formal Job Report with photos (max. 27 exposures)	\$	150.00
Gasoline (Other than listed under Motorized / Automotive Equipment)		Cost Plus 20%
Generator, 4 kw	\$	110.00
Grounding Kit	\$	50.00
Hand Tool (Pitch Fork, Rake, Shovel, Squeegee, etc)	\$	17.00
Heat Stress Relief Supplies (per person)	\$	15.00
Ladder (Extension)	\$	35.00
Ladder (straight, Rope, Folding)	\$	25.00
Pallet Jack	\$	50.00
Photo-Processing, each frame	\$	2.50
Portable Heaters, each	\$	25.00
Rags/Wipes, Colored, 50 lb box, each	\$	52.00
Rope, Cotton, 1/4" x 100', each	\$	30.00
Rope, Polypro, 1/2" x 600', each	\$	75.00
Rope, Polypro, 1/4" x 600', each	\$	40.00
Saw, Air Powered	\$	75.00
Saw, Portable	\$	75.00
Scare Cannon plus Fuel	\$	75.00
Sewer Plug	\$	100.00
Sprayer, Pump, Hand-Held	\$	30.00
Stainless Steel Stinger, 2"	\$	50.00
Traffic Safety Cone, each	\$	8.50
Vacuum Cleaner, Wet/Dry	\$	50.00
Visquine Sheeting, 20' x 100' x 6 ml, each	\$	110.00
Weed Eater, Commercial	\$	75.00
Wheelbarrow	\$	25.00

GARNER ENVIRONMENTAL SERVICES, INC.
1717 West 13th Street
Deer Park, Texas 77536
Telephone: (281) 930-1200
Fax: (281) 478-0296

RESPONSE EQUIPMENT LISTING

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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BOOM TYPE CODE		END CONNECTOR CODE	
F	Fence	ASTM	ASTM Std (D962-86)
FR	Fire	BOLT	Bolt Connector
PI	Inflatable (Press)	HP	Hinge & Pin
SI	Inflatable (Self)	Z	Quick-Connect Z
MR	Marsh (Upper air chamber with lower water chamber)	RC	Raised Channel
R	Round	SNAV	Slide (US Navy)
SB	Weir Boom	SLOT	Slotted Tube
OT	Other	US1	Universal Slide Type 1
		US2	Universal Slide Type 2
		OT	Other

BOOM EQUIPMENT									
Name of Manufacturer	Model Number	Boom Type Code	Invent Length (feet)	Skirt Size (in.)	Float Size (in.)	End Connector Type Code	Time to Deploy	Storage Location	Owner
Acme Products Co.	OK CORRAL	R	13,330	12	6	Z	6.0	Deer Park	Garner
Acme Products Co.	SUPER-MINI	R	350	4	2.5	BOLT	2.0	Deer Park	Garner
Acme Products Co.	OK CORRAL	R	16,900	12	6	Z	6.0	La Marque	Garner
Acme Products Co.	OK CORRAL	R	5,000	12	6	Z	2.5	Port Arthur	Garner
Acme Products Co.	SUPER-MINI	R	100	4	2.5	BOLT	0.5	Port Arthur	Garner
Acme Products Co.	OK CORRAL	R	34,000	12	6	Z	6.0	Port Arthur	Garner

Corporate	Response Equipment Listing	Equipment Listing
Operations		June 2011

COMMUNICATIONS TYPE CODES			
AF	Aviation Frequency	MF	Marine Frequency
CP	Cellular Phone	PAG	Pager
COM	Command Post	PHH	Portable Hand Held
MOD	Computer w/modem	SSB	Single Side Band
FAX	Facsimile	TP	Telephone
FBS	Fixed Base Station	OT	Other

COMMUNICATIONS EQUIPMENT										
Name of Manufacturer	Model Number	Comm Type	Nr. of Units	Frequency	Band	Range (miles)	Field Tunable		Storage Location	Owner
							Yes	No		
40' Garner Command Post		COM	1					X	Deer Park	Garner
26' Communications Trailer	MCC1	COM	1	931.462			X		Deer Park	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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RESPONSE VEHICLES

Name of Manufacturer	Response Vehicle	Number of Units	Wide Load Permit Needed		Storage Location	Owner
			Yes	No		
Wabash	48' Box Vans, Sorbent Boom Trailers	2		X	Deer Park	Garner
Fruehauf	48' Box Van, Sorbent Boom Trailer	1		X	Deer Park	Garner
Ford/Chevy	Pick-up Truck, 1 ton	20		X	Deer Park	Garner
Sooner	Emergency Response Trailer, 32'	3		X	Deer Park	Garner
Modern Mfg.	Boom Trailer, 20' Gooseneck	4		X	Deer Park	Garner
Ford/Chevy	Pick-up Truck, 1 ton (2 Deer Park & 4 Port Arthur)	6		X	Deer Park / Port Arthur	Garner
Ford/Chevy	Pick-up Truck, 1 ton	14		X	La Marque	Garner
Sooner	Emergency Response Trailer, 32'	1		X	La Marque	Garner
Modern Mfg.	Boom Trailer, 20' Gooseneck	3		X	La Marque	Garner
Iron Horse	Boom Trailer, 20 Gooseneck	3		X	La Marque	Garner
Modern Mfg.	Spill Trailer, 16' Lo-Boy	4		X	La Marque	Garner
Modern Mfg.	Haz-Mat Spill Trailer, 20'	2		X	La Marque	Garner
Ford	Pick-up Truck, 1 ton	7		X	Port Arthur	Garner
Sooner	Emergency Response Trailer, 32"	1		X	Port Arthur	Garner
Modern Mfg.	Trailer, Spill Response, 16' Lo-Boy	1		X	Port Arthur	Garner
Modern Mfg.	Boom Trailer, Gooseneck, 20'	3		X	Port Arthur	Garner
Gemini Cargo	Trailer, Haz-Mat, 19'	1		X	Port Arthur	Garner
Modern Mfg.	Spill Trailer, 20' Lo-Boy	2		X	Port Arthur	Garner
Modern Mfg.	Boom Trailer, Gooseneck, 20'	2		X	Port Arthur	Garner
Great Dane	53' Box Van, Hard Boom	3		x	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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BOOM EQUIPMENT

Name of Manufacturer	Model Number	Equipment Type	Quantity	Storage Location	Owner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	13	Deer Park	Garner
Polycord	600x1/4	Rope, Polypropylene, 1/4" x 600'	3	Deer Park	Garner
Polycord	600x1/2	Rope, Polypropylene, 1/2" x 600'	5	Deer Park	Garner
Polycord	600x3/8	Rope, Polypropylene, 3/8" x 600'	1	Deer Park	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	4	Deer Park	Garner
U.S. Anchor Mfg. Inc.	100#	Anchor, Galvanized Steel, 100 Lb. Danforth Style	13	Deer Park	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	20	Deer Park	Garner
Polycord	600 x1/4	Rope Polypropylene, 1/4" x 600'	3	Deer Park	Garner
Polycord	600 x 1/2	Rope Polypropylene, 1/2 " x 600'	1	Deer Park	Ganrer
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 18 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	40 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg. Inc.	100 #	Anchor, Galvanized Steel, 100 #, Danforth Style	13	Deer Park	Ganrer
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	2	La Marque	Garner
Polycord	600 x1/4	Rope Polypropylene, 1/4" x 600'	5	La Marque	Garner
Polycord	600 x 1/2	Rope Polypropylene, 1/2 " x 600'	5	La Marque	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	8	La Marque	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	5	La Marque	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	8	Port Arthur	Garner
Polycord	600 x 1/4	Rope Polypropylene 1/4 " x 600 '	5	Port Arthur	Garner
Polycord	600 x 1/2	Rope Polypropylene 1/2 " x 600'	5	Port Arthur	Garner
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	12	Port Arthur	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	6	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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AIR MONITORING EQUIPMENT

Name of Manufacturer	Miscellaneous Equipment	Number of Units	Storage Location	Owner
Rae Systems	Mini RAE 2000	1	Deer Park	Garner
Airzona Instruments	Jerome X431	3	Deer Park	Garner
Ludlum	Model # 3	1	Deer Park	Garner
BW	Gas Alert Micro 5 PID	2	Deer Park	Garner
BW	4 Gas	6	Deer Park	Garner
BW	Gas Alert Micro 5	4	Deer Park	Garner
Ludlum	2241-2 Radiation Monitor	1	Deer Park	Garner
Sper Scientific	PH Meter	1	Deer Park	Garner
Dexsil	PetroFlag Hydrocarbon Test Kit	1	Deer Park	Garner
Chlorine	AC/ Kit	1	Deer Park	Garner
Rae	Mini Rae	4	La Marque	Garner
BW	Micro 5	4	La Marque	Garner
Rae	Ultra	4	La Marque	Garner
BW	4 Gas	1	La Marque	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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Name of Manufacturer	Specialty Equipment	Number of Units	Storage Location	Owner
Scott	Self Contained Breathing Apparatus(SCBA) with 12 extra bottles / Scott	12	Deer Park	Garner
	Bezt Valve / Off Loading Valve	2	Deer Park	Garner
	Chorine Emergency Kit A	1	Deer Park	Garner
	Chorine Emergency Kit B	1	Deer Park	Garner
	Chorine Emergency Kit C	1	Deer Park	Garner
	Vacuum Cleaner / Stainless Steel, Mercury, HEPA	3	Deer Park	Garner
	Cameras / Digital	10	Deer Park	Garner
	Confine Space Rescue Kits	2	Deer Park	Garner
	Coppus Blowers	2	Deer Park	Garner
	Air Compressors 11.8 cfm 90 psi	6	Deer Park	Garner
	Drum Crushers / Diesel Power	1	Deer Park	Garner
	Drum Crabber	5	Deer Park	Garner
	Generators	0	Deer Park	Garner
	Decontamination Pools 20" x 100'	2	Deer Park	Garner
	Fan, Ventilation 48'	3	Deer Park	Garner
	Artic Cat, Four Wheeler	2	Deer Park	Garner
	Light Stands	5	Deer Park	Garner
	Air Compressors (Portable)	5	La Marque	Garner
	HEPA Vacuums	0	La Marque	Garner
	Cameras / Digital	2	La Marque	Garner
	Artic Cat, Four Wheeler	2	La Marque	Garner
	Generators	4	La Marque	Garner
	Scare Guns	3	Port Arthur	Garner
	Self Contain Breathing Apparatus (SCBA)	10	Port Arthur	Garner
	Cameras / Digital	1	Port Arthur	Garner
	Chlorine Emergency Kit "C"	1	Deer Park	Garner
	Midland Kit	1	Deer Park	Garner
	Railcar Haz Hammock	1	Deer Park	Garner
	Mercury Vacuum	3	Deer Park	Garner
	Carbon Filter Systems	1	Deer Park	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing		
		June 2011		

	Specialty Equipment / Continued			
	Wet & Dry Vacuum with HEPA Filter	1	Deer Park	Garner
	100 Watt Explosion Proof Light Sets	2	Deer Park	Garner
	Decon Pools 4' x4' x14' 5"	2	Deer Park	Garner
	Spill Guard 6' x 4' x8"	1	Deer Park	Garner
	Drum Dolly	4	Deer Park	Garner
	3/4 " Core Sampler	1	Deer Park	Garner
	Soil Sampler (boring) Kit	1	Deer Park	Garner
	Self Contained Breathing Apparatus (SCBA)	9	Deer Park	Garner
	Generators (Portable)	0	Deer Park	Garner
	Weed Eaters	2	Deer Park	Garner
	Air Compressors (Portable)	9	Deer Park	Garner
	Light Stand (Portable)	10	Deer Park	Garner
	Coppus Blower	1	Deer Park	Garner
	Chain Saw	3	Deer Park	Garner
	Tank Truck Emergency Transfer Valve	1	Deer Park	Garner
	Air Horn, 6"	1	Deer Park	Garner
	Fan Ventilation, 48"	1	Deer Park	Garner
	Fan Ventilation, 16" Port A Cool with water Mister	1	Deer Park	Garner
	Digital Cameras	4	Deer Park	Garner
	Coppus Blowers	1	Port Arthur	Garner
	Air Compressors	3	Port Arthur	Garner
	Scare Guns	4	Port Arthur	Garner
	Pressure Washers	0	Port Arthur	Garner
	Weed Eaters	1	Port Arthur	Garner
	Artic Cat , Four Wheeler	1	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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A	Auger/Screw	D	Diesel
C	Fire	E	Electric
P	Parastolic	G	Gasoline
R	Reciprocating	H	Hydraulic
I	Rotary/Flexible impeller	P	Pneumatic
OT	Other	OT	Other

PUMP EQUIPMENT								
Name of Manufacturer	Model Number	Pump Type Code	Drive Type Code	Suction/ Discharge Size (inches)	Mfg. Pump Rate (gpm)	Quantity	Storage Location	Owner
Aro/Ingersoll Rand	KO176-44	P	P	1.0	120	2	Deer Park	Garner
Honda	WXT-20	G	I	2.0	180	15	Deer Park	Garner
Yanmar	LD-40/2	D	I	2.0	180	2	Deer Park	Garner
Honda	WXT-30	G	I	3.0	275	1	Deer Park	Garner
Wilden	Model M	P	P	3.0	240	5	Deer Park	Garner
Versa-Matic		OT	P	2.0	140	1	Deer Park	Garner
Versa-Matic		OT	P	1.5	140	1	Deer Park	Garner
Honda	EPT2	G	I	3.0	275	1	Deer Park	Garner
Wisconsin/Multi Quip		D	I	3.0	185	1	Deer Park	Garner
Yamada	POLY	P	P	3.0	200	1	Deer Park	Garner
Various		D	I	2.0	200	5	Deer Park	Garner
Various		G	I	2.0	190	2	Deer Park	Garner
Versamatic	STAINLESS	P	P	2.0	140	2	Deer Park	Garner
Honda	WXT-20	G	I	2.0	180	1	La Marque	Garner
Yanmar	LD-40/2	D	I	2.0	180	5	La Marque	Garner
Wilden	Model M	OT	P	3.0	240	0	La Marque	Garner
Acme Products Co., Inc.	FS-150A	G	I	1.5	275	1	Port Arthur	Garner
Honda	WXT-20	G	I	2.0	180	6	Port Arthur	Garner
Yanmar	LD-40/3	D	I	2.0	200	2	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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RESPONSE BOAT TYPE CODES		TRANSPORTATION METHOD CODES	
BAY	Bay Waters	NT	Normal Trailer
JB	Jon Boat	WO	Water Only
LFB	Large Flat Bottom	WL	Wide load Trailer
OFF	Offshore	OT	Other
PRO	Protected Waters		
TC	Towing Capable		
OT	Other		

RESPONSE BOATS

Name of Manufacturer	Model Number	Boat Type Code	Horse Power	Normal Crew Size	Length / Beam	Draft Limit	Number of Boats	Transport Method Code	Storage Location	Owner
Alumacraft	12	PRO	0	1	12	1'	2	NT	Deer Park	Garner
Custom Flat	1650	JB	25	2	16'	1'	7	NT	Deer Park	Garner
Custom Flat	20	LFB	40	2	20' / 6'	2'	1	NT	Deer Park	Garner
Custom Build	30	BAY	300	3	30' / 8'	2'	1	NT	Deer Park	Garner
Silver Ships	30'	BAY	450	3	30' / 8'	2	1	NT	Deer Park	Garner
Pirogue	12'	OT	0	1	12' / 2"	3"	2	NT	Deer Park	Garner
Various	12'	JB	25	1	12' / 3"	1'	2	NT	Deer Park	Garner
Scully	28'	BAY	230	2	28' / 8'	8"	1	NT	Deer Park	Garner
Alumaweld	1650	JB	25	3	16' / 6'	1'	4	NT	La Marque	Garner
Custom Boat Mfg.	1649R	JB	30	2	16' / 6'	2'	1	NT	La Marque	Garner
Broadhead	24	BAY	150	3	24' / 8'	2'	1	NT	La Marque	Garner
Alumaweld	1650	JB	25	2	16' / 6'	1'	5	NT	Port Arthur	Garner
Alumaweld	20	BAY	40	2	20' / 0'	2'	1	NT	Port Arthur	Garner
Alumaweld	1450	JB	25	2	14' / 0"	2"	1	NT	Port Arthur	Garner
Lobell	28'	BAY	200	3	28' / 8'	2'	1	NT	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SKIMMER TYPE CODES			
FS	Floating Suction	HIP	Hydrodynamic Inclined Plane
IV	Induced Vortex	OB	Oleophilic Belt
OD	Oleophilic Disk	OR	Oleophilic Rod
PW	Paddle-Wheel	SK	Sock
W	Weir	OT	Other

SKIMMER EQUIPMENT								
Name of Manufacturer	Model Number	Skimmer Type Code	Number of Units	Mfg. Recovery Rate (gpm)	Hose Size Suction/Discharge (inches)	Time to Deploy	Storage Location	Owner
Acme Products Co., Inc.	FS400ASK-39T	W	3	275	3.0	1.5	Deer Park	Garner
Douglas Engineering	4200SH Skim-Pak	FS	2	5 - 68	2.0	5	Deer Park	Garner
Crucial Inc.	1D18P-23	OT	2	25	2.0	.5	Deer Park	Garner
Crucial Inc.	1D18P-36	OT	5	36	2.0	.5	Deer Park	Garner
Crucial Inc.	VSP-3"	W	2	550	3.0	1.5	Deer Park	Garner
Crucial Inc.	RF-Floating Head	W	1	200	3.0	1	Deer Park	Garner
Douglas Engineering	4200SH Skim-Pak	FS	2	5 - 68	2.0	.5	Deer Park	Garner
Marco	Sidewinder 14	OB	3	70	3.0	.5	Deer Park	Garner
Marco	Harbor 28	OB	1	70	2.0	.5	Deer Park	Garner
Elastec	Mini Max, 20"	OT	1	20	2.0	1.	Deer Park	Garner
Acme Products Co., Inc.	FS400ASK-39T	W	1	275	3.0	1.0	La Marque	Garner
Crucial Inc.	1D18P-23	OT	3	25	2.0	.5	La Marque	Garner
Acme Products Co., Inc.	FS400ASK-39T	W	1	275	3.0	.5	Port Arthur	Garner
Crucial Inc.	1D18P-36	OT	3	25	2.0	.5	Port Arthur	Garner
Elastec	Double Drum	OT	1	60	2.0	.5	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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PU	Portable Vacuum Pump	D	Diesel
SS	Units	E	Electric
VT	Super Sucker	G	Gasoline
OT	Vacuum Truck	H	Hydraulic
	Other	P	Pneumatic
		OT	Other

VACUUM SYSTEM EQUIPMENT

Name of Manufacturer	Model Number	System Type Code	Drive Type Code	Suction (inches)	Number of Units	Mfg. Recovery Rate (gpm)	Storage Capacity (gallon)	Hose Invent (feet)	Storage Location	Owner
Safety Vac	449222	OT	D	14	1	40	150	200	Deer Park	Garner
Press Vac International		VT	D	27.0	6	80	3000	200	La Marque	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SORBENT TYPE CODE		COMPOSITION CODE	
B	Boom	M	Mineral
PAD	Pad	NO	Natural
PT	Particulate	S	Organic
ST	Sheet	OT	Synthetic
SW	Sweep		Other
OT	Other		

SORBENTS

Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					Yes	No	Yes	No		
Crucial, Inc.	OS-15	OT	S	1000		X		X	Deer Park	Garner
Complete Environmental Products	GES-P100	PAD	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-P200	PAD	S	0		X		X	Deer Park	Garner
Complete Environmental Products	GES-EP100	PAD	S	160		X		X	Deer Park	Garner
Complete Environmental Products	GES-P50	PAD	S	150		X		X	Deer Park	Garner
Complete Environmental Products	GES-B510	B	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-B810	B	S	114		X		X	Deer Park	Garner
Complete Environmental Products	GES-R144	ST	S	150		X		X	Deer Park	Garner
Complete Environmental Products	GES-SW100	SW	S	40		X		X	Deer Park	Garner
Complete Environmental Products	GES-PART25	PT	S	10		X		X	Deer Park	Garner
Crucial, Inc.	OS-15	OT	S	10		X		X	La Marque	Garner
Complete Environmental Products	GES-P100	PAD	S	100		X		X	La Marque	Garner
Complete Environmental Products	GES-B510	B	S	20		X		X	La Marque	Garner
Complete Environmental Products	GES-B810	B	S	20		X		X	La Marque	Garner
Complete Environmental Products	GES-R144	ST	S	10		X		X	La Marque	Garner
Complete Environmental Products	GES-SW100	SW	S	30		X		X	La Marque	Garner
Complete Environmental Products	GES-PART25	P	S	40		X		X	La Marque	Garner
Crucial, Inc.	OS-15	OT	S	150		X		X	Port Arthur	Garner
Complete Environmental Products	GES-P100	PAD	S	100		X		X	Port Arthur	Garner
Complete Environmental Products	GES-P200	PAD	S	75		X		X	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SORBENTS

Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					Yes	No	Yes	No		
Complete Environmental Products	GES-B510	B	S	100		X		X	Port Arthur	Garner
Complete Environmental Products	GES-R144	ST	S	25		X		X	Port Arthur	Garner
Complete Environmental Products	GES-SW100	SW	S	50		X		X	Port Arthur	Garner
Crucial, Inc.	OS-15	OT	S	250		X		X	Deer Park	Garner
Complete Environmental Products	GES-P100	PAD	S	325		X		X	Deer Park	Garner
Complete Environmental Products	GES-P200	PAD	S	200		X		X	Deer Park	Garner
Complete Environmental Products	GES-EP100	PAD	S	500		X		X	Deer Park	Garner
Complete Environmental Products	GES-B510	B	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-B810	B	S	114		X		X	Deer Park	Garner
Complete Environmental Products	GES-R144	ST	S	50		X		X	Deer Park	Garner
Complete Environmental Products	GES-SW100	SW	S	40		X		X	Deer Park	Garner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2012

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

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

PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	CONTACT NAME (HOU) Virginia Brown PHONE (A/C, No, Ext) 713-346-1223 FAX (A/C, No) 713-521-8223 E-MAIL ADDRESS virginia.brown@worthaminsurance.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A Aspen Specialty Insurance Company</td> <td style="width: 20%; text-align: center;">10717</td> </tr> <tr> <td>INSURER B Liberty Mutual Insurance Company</td> <td style="text-align: center;">23043</td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER A Aspen Specialty Insurance Company	10717	INSURER B Liberty Mutual Insurance Company	23043	INSURER C		INSURER D		INSURER E		INSURER F	
INSURER A Aspen Specialty Insurance Company	10717												
INSURER B Liberty Mutual Insurance Company	23043												
INSURER C													
INSURER D													
INSURER E													
INSURER F													

COVERAGES

CERTIFICATE NUMBER: 13014791

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ERA9Y9012	4/21/2012	4/21/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-641-443542-022	4/21/2012	4/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EXA9Y9212	4/21/2012	4/21/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCR PTION OF OPERATIONS below		N/A	WC2-641-443542-012	4/21/2012	4/21/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab			ERA9Y9012	4/21/2012	4/21/2013	\$1,000,000 Each Occurrence

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

--See Attached Remarks Schedule--

CERTIFICATE HOLDER ***Master ** \$1 mil XS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> John L. Wortham & Son, L.P. </div>
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ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY John L. Wortham & Son, L.P.		NAMED INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: ***Master ** \$1 mil XS

ADDRESS: _____

As Respects General Liability Policy

Per Form Asper 1211

Clause II. WHO IS AN INSURED

6. Any person or organization with whom you agree to include as an a insured in a written contract, written agreement or permit, but only with respect to bodily injury, property damage, environmental damage or personal and advertising injury arising out of your operations, your work, equipment or premises leased or rented by you, or your products which are distributed or sold in the regular course of a vendor's business, however:

a. A vendor is not an insured as respects bodily injury, property damage, clean-up cost, emergency response cost, crisis cost or personal and advertising injury:

(1) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

(2) Arising out of any express warranty unauthorized by you;

(3) Arising out of any physical or chemical change in the product made intentionally by the vendor;

(4) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

(5) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Arising out of demonstration, installation, servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product;

or
(7) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

b. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects bodily injury, property damage, clean-up cost, emergency response cost, crisis cost, or personal and advertising injury:

(1) Arising out of any occurrence that takes place after the equipment lease expires or you cease to be a tenant; or

(2) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

As Respects General Liability Policy:

Per Form Asper 1211

CLAUSE X. CONDITIONS

Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to a loss, we waive any right of recovery we may have under this Policy against such person or organization.

As Respects Excess Policy



ADDITIONAL REMARKS SCHEDULE

AGENCY John L. Wortham & Son, L.P.	NAMED INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536
POLICY NUMBER	EFFECTIVE DATE
CARRIER	NAIC CODE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: ***Master ** \$1 mil XS

ADDRESS: _____

CLAUSE I. INSURING AGREEMENT

The insurer will pay on the insured's behalf ultimate net loss (resulting from bodily injury, property damage, personal injury, advertising injury, environmental damage, emergency response costs, clean-up costs or loss) in excess of, and not in contribution with, the underlying policies. Except as otherwise provided in this Policy, this Policy shall follow all provisions, exclusions, limitations, and all other terms and conditions of the followed policy. In the event of a conflict between this Policy and the followed policy, this Policy shall govern and control. Notwithstanding any other provision of this Policy, in no event shall this Policy grant broader coverage than that provided to the insured under any of the underlying policies.

As Respects Automobile Liability Policy

Per Form CA 00 01 03 06, Section IV - Business Auto Conditions, B. General Conditions

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you dont own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

As Respects General Liability Policy

Per Form Asper 1211

CLAUSE VII. OTHER INSURANCE

A. Primary Insurance

Except as provided in Paragraph B. of this Clause, this insurance is primary. The insurer's obligations as primary insurer are not affected unless any of the other insurance is also primary, the insurer will share with all other primary insurance as follows:

- (1) If all of the other insurance permits contribution by equal shares, the insurer will follow such method also whereby each insurer contributes equal amounts until it has paid its limit of liability or none of the loss remains, whichever comes first; or
- (2) If any of the other insurance does not permit contribution by equal shares, the insurer will contribute by limits whereby each insurer's share is based on the ratio of its limit of liability to the total limits of insurance of all insurers. However, regardless of whether B. below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization.

AGENCY CUSTOMER ID: 10GARNEENV

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY John L. Wortham & Son, L.P.		NAMED INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: ***Master ** \$1 mil XS

ADDRESS: _____

B. Excess Insurance

This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent or on any other basis that is: (i) Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for your work; (ii) Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; (iii) insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you or temporarily occupied by you with permission of the owner; or (iv) insurance applicable to loss arising out of the maintenance or use of aircraft, autos or watercraft.

(2) Any other indemnity or primary insurance available to you covering liability for damages arising out of premises, operations, or the products and completed operations hazard, for which you have been added as an additional insured.

(3) Any project specific primary insurance available to you covering liability for damages arising out of your work, for which you are an insured.

When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer has a duty to defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the: (a) total amount that all such other insurance would pay for the loss in the absence of this insurance; and (b) total of all deductible, retained and self-insured amounts under all that other insurance. Then, we will share the remaining loss, if any, with any other insurance that is not described in this Clause VI.B. and was not bought specifically to apply in excess of the applicable Limits of Liability of this Policy.

As Respects General Liability Policy

Per Form Asper 1211

CLAUSE X. CONDITIONS

Separation of Insureds

Except as provided in Clause VIII. of this Policy, or as respects any Limit of Liability or any rights or duties specifically assigned in this Policy to the First Named Insured, this Policy applies as if each insured were the only insured and applies separately to each insured against whom a claim is made. Accordingly, any "wrongful act" (meaning any misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy) by one insured shall not prejudice the interest of, or coverage for, another insured, except any "wrongful act" of any insured who is a parent, subsidiary or affiliate of the First Named Insured shall be imputed to the First Named Insured. Nonetheless, the insurer shall have the right to limit, cancel or exclude coverage for any particular insured arising from such insured's own "wrongful act."



TO CERTIFICATE HOLDER

Our agency has issued the enclosed certificate of insurance on behalf of our client. We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. After this date it will be illegal for an agent or insurance company to issue evidence of insurance on a certificate form that has not been approved by the Texas Department of Insurance (TDI). It is also illegal for anyone to require an agent or insurance company to use a certificate form that has not been approved by the State.

The law provides some guidance on the content and limitations of certificates, as follows:

- A certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the referenced insurance policy.
- A certificate shall not confer to a certificate holder new or additional rights beyond what the policy and endorsements provide.
- A certificate may not contain a reference to a legal or insurance requirement contained in a contract other than the underlying contract of insurance or endorsement to the insurance policy.
- A person may have a legal right to notice of cancellation, nonrenewal or material change or any similar notice only if (1) the person is named within the policy or an endorsement to the policy, and (2) the policy or endorsement, or a state or rule, requires notice to be provided.
- The law confirms that “a certificate of insurance that is executed, issued, or required and that is in violation with this chapter is void and has no effect.”

Additional information concerning the new law may be obtained by contacting the TDI (800) 252-3439 or visiting the web site <http://www.tdi.texas.gov/rules/informal1216.html>.

For this reason, we may not be able to provide some of the specific certificate holder requested information which is outside the scope of the approved document. We are willing to explain each of these items and provide policy endorsements or other information subject to our client's approval.

We hope you will understand our position and ask that you give us a call if you have any questions or comments.

ITEM THREE - Supplement
 (Business Auto, Truckers & Motor Carrier Coverage Form)

POLICY NO. AS2-641-443542-022

ITEM SEVEN - Supplement
 (Garage Coverage Form - Non Dealers)

**SCHEDULE OF PHYSICAL DAMAGE INSURANCE DEDUCTIBLES FOR
 NEWLY ACQUIRED COVERED AUTOS**

In addition to autos you now own your selection of symbol or in the covered autos column of ITEM TWO provides coverage for those autos you acquire ownership of after the policy begins as shown below:

SCHEDULE OF PHYSICAL DAMAGE INSURANCE DEDUCTIBLES

Physical Damage Insurance is provided for those coverages where a premium entry is shown in ITEM TWO and for those covered autos as shown by the entry of a symbol in the COVERED AUTOS column of ITEM TWO. Deductibles for these autos apply as shown below:

TYPES OF COVERED AUTOS	COVERAGES/DEDUCTIBLES	
	Comprehensive	Collision
All covered autos of the private passenger, light and medium truck types,	\$ 1,000	\$ 1,000
All other covered autos.	\$ 5,000	\$ 5,000
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	<input type="checkbox"/> Collision Coverage applies only to such covered autos having an Actual Cash Value exceeding \$	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED AUTO DESIGNATION SYMBOL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section I – Covered Autos is amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

Symbol		Description Of Covered Auto Designation Symbols
		For use with the Business Auto Coverage Form
10	=	Owned Private Passenger types, Light and Medium power units with Manufacturer's model year 2005 or newer, all other owned power units.

For use with the Garage Coverage Forms

32	=	
----	---	--

For use with the Truckers Coverage Form

51	=	
52	=	

Symbol	Description Of Covered Auto Designation Symbols	
For use with the Business Auto Physical Damage Coverage Form		
7	=	
For use with the Motor Carrier Coverage Form		
72	=	
73	=	

Policy No: **AS2-641-443542-022**
 Effective Date: 04/21/12
 Expiration Date: 04/21/13
 Sales Office: 0001

Issued By: Liberty Mutual Fire Insurance Co.

Policy No.: ERA9Y9012
Effective Date: 04/21/12



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED CONTRACT DEFINITION AMENDATORY ENDORSEMENT

In consideration of the premium charged, the Definition of **insured contract** is deleted in its entirety and replaced with the following:

Insured contract means: (i) A contract for a lease of premises; provided that portion of the contract for a lease of premises in excess of 30 consecutive days that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**; (ii) A side-track agreement; (iii) Any easement or license agreement; (iv) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; (v) An elevator maintenance agreement; (vi) that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, property damage** or **environmental damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Provided (vi) does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of: (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

All other terms and conditions of this Policy remain unchanged.

ASPER 01/12 <form number pending>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS2641443542022
Effective Date: 04/21/12
Expiration Date: 04/21/13
Sales Office: 0001

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Premium:

Name of Person or Organization:

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS2641443542022
Effective Date: 04/21/12
Expiration Date: 04/21/13
Sales Office: 0001

Issued By:
Liberty Mutual Fire Insurance Co.

AX 12 10 02 05 B

Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that are parties to a written contract that requires you to obtain this agreement, provided you executed the contract before the loss.

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2641443542012

WC 00 03 13
Ed. 4/1/1984

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company:	
Policy Number: AS2-641-443542-022	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	Any lessor who has a written contract or agreement requiring you to provide primary coverage for the vehicle(s) specified in the lease.
Address:	
Designation Or Description Of "Leased Autos":	Any leased auto as defined in Paragraph E below.

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 2. If you cancel the policy, we will mail notice to the lessor.
 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Policy No: AS2-641-443542-022
 Effective Date: 04/21/12
 Expiration Date: 04/21/13
 Sales Office: 0001

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Policy No: **AS2-641-443542-022** Issued By: Liberty Mutual Fire Insurance Company
Effective Date: 04/21/12
Expiration Date: 04/21/13
Sales Office: 0001

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

WC 00 02 01 A

Page 1 of 2

ED 4/1992

MARITIME COVERAGE ENDORSEMENT

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

All Maritime Operations

2. Transportation, Wages, Maintenance and Cure Premium

3. Limits of Liability	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	aggregate

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-44354-012

WC 00 02 01 A
Page 2 of 2
ED 4/1992

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

Schedule

Description and Location of Work

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-44354-012

WC 00 01 09 A

Page 1

Ed. 4/1992

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

<u>State</u>	Schedule	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
REFER TO SCHEDULE GPO 2926 FOR STATES AND PERCENTAGES		
Each state named in Item 3.A of the Information Page and the states of ND, OH, WA & WY.		

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-443542-012

WC 00 01 06 A

Page 1 of 1

ED. 4/92

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VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. release you and us, in writing, of all responsibility for the injury or death.
2. transfer to us their right to recover from others who may be responsible for the injury or death.
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

WC 00 02 03

Page 1 of 2

Ed. 4/1/1984

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VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

Schedule

1. **Employees**
Master and members of the crews
of these vessels :
All Vessels

Workers Compensation Law
State of Hire

2. **Description of Work:**
All Maritime Operations

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-44354-012

WC 00 02 03

Page 2 of 2

Ed. 4/1/1984

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

- | | Schedule |
|---|----------|
| | Address |
| 1. Alternate Employer
Any | |
| 2. State of Special or Temporary Employment
Any | |
| 3. Contract or Project | |

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2641443542012

WC 00 03 01 A
Page 1 of 1
Ed. 02/1/1989

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GARNER ENVIRONMENTAL SERVICES, INC.

CORPORATE OFFICE: 1717 W. 13TH STREET, DEER PARK, TX 77536 • 281-930-1200 • 800-424-1716

Garner Environmental Services - OSRO Number: 27

COTP Zone:	Operating Environment	Facility MMPD	Facility WCD1	Facility WCD2	Facility WCD3	Vessel MMPD	Vessel WCD1	Vessel WCD2	Vessel WCD3
Corpus Christi - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Corpus Christi - DISTRICT 8	Inland	Yes	~	Yes	Yes	Yes	Yes	Yes	Yes
Houston - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Houston - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lower Mississippi - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lower Mississippi - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile(Panama City, FL) - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile(Panama City, FL) - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Morgan City - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

BRANCH OFFICES

DEER PARK, TX
(OPERATION & TRAINING)
281-930-1200

• PORT ARTHUR, TX
(OPERATIONS)
409-983-5646

• PORT ARTHUR, TX
(TRAINING)
409-984-9836

• LA MARQUE, TX
(OPERATIONS)
409-935-0308



GARNER ENVIRONMENTAL SERVICES, INC.

CORPORATE OFFICE: 1717 W. 13TH STREET, DEER PARK, TX 77536 • 281-930-1200 • 800-424-1716

Morgan City - DISTRICT 8	Inland	Yes							
New Orleans - DISTRICT 8	River or Canal	Yes							
New Orleans - DISTRICT 8	Inland	Yes							
Port Arthur - DISTRICT 8	River or Canal	Yes							
Port Arthur - DISTRICT 8	Inland	Yes							

BRANCH OFFICES

DEER PARK, TX
(OPERATION & TRAINING)
281-930-1200

• PORT ARTHUR, TX
(OPERATIONS)
409-983-5646

• PORT ARTHUR, TX
(TRAINING)
409-984-9836

• LA MARQUE, TX
(OPERATIONS)
409-935-0308

Date: October 1, 2012

DCO # 509



Discharge Cleanup Organization Certificate

Garner Environmental Services

Deer Park, Texas

This certificate carries with it the need to maintain a high level of response preparedness, to respond in a timely, professional manner, and to notify the Texas General Land Office of any change in the Holder's ability to accomplish this mission. Certification is for three years from the above date.


Commissioner
Texas General Land Office


Deputy Commissioner
Texas General Land Office

Attachments / Appendix C

OIL MOP, LLC RESOURCE AVAILABILITY

Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL
Boat 14'			4					4
Boat 18'	6	3	2		4	2	2	19
Boat 20'				1	2		2	5
Boat 24'		1						1
Boat 26'	3	1	1		1	1	1	8
Boat 28'	2							2
Boat JBF 20'		1	1		1			3
Alsafe (Rib) Boat 20'							1	1
Cabin Boat 24'	1						1	2
Cabin Boat-Radar							1	1
Jon Boat 14'	1							1
Jon Boat 16'	8						6	
Marco Boat 28'	1							1
Barge Boat 30'	1							1
Yellow Barge Boat 28'	1							1
Pro Drive Boat	4							4
Work Boat 26'	1							1
Boat Trailer 16'								
Boat Trailer 20' (Rib boat)							1	1
Outboard Motors	5	6	5	2	3	2	3	26
Boom 10" (feet)	500	500	500	500		500		2500
Boom 18"	20,000	2,500	3,500	1,000	4,000	2,500	4,000	37500
Boom 24"	1000							1000
Boom 36"	1,000							1000
Boom 48"								0
Disk Skimmer	1		1		1			3
Vac Unit Skimmer	1							
Drum 24"	2	1		1		1	1	6
Drum 36"		1	1		3			5
Drum 96"		1	3		1			5
Drum Skimmer	3							3
Dual Drum Skimmer	1							1
HAZ-Vac								0
Marco Skimmer	1				1			2
Pelican	2		1					3
Rope Mop 1-4	2							2
Rope Mop 2-4	6	1						7
Rope Mop 2-6	2							2
Rope Mop 2-9	4							4
Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL

Roll-off Box		20			5		5	30
Storage Barge		1	1					2
Storage Bladders	3							3
Storage Tanks		2						2
Crane Truck 25T	1							1
Decon Unit	1							1
Guzzler								0
IRE	2	2	1	1	2	1	3	12
Mobile Command	1							1
Skid Vac Unit	3							3
Truck Vac Unit		2			2			4
Van Trailers	2	3						5
Chem. Transf. Pump		1						1
Transfer Pump		2	1		2			5
Wash Pumps	25	4	2	4	6	4	8	51
Pressure Washer	1							
Pressure Washer 3500 PSI							1	1
Hot Water Washer	1							1
Poly Air Diaphragm Pump 2"	1							1
Stainless Air Diaphragm Pump 2"	1							1
Stainless Wash Pump 2"	1							1
Wash Pump 3"	4							4
Chemical Diaphragm Pump 2"	1							1
Diaphragm Pump 2"	2							2
Diaphragm Pump 3"	5							5
Fire Pump 4"	1							1
Hydraulic Power Pack Pump	2							2
Hydraulic Pump	1							1
Trash Pump 3"	1							1
Wacker Pump 2"	8						4	12
Wacker Pump 3"	11						6	17
LEL/O2 Meter	1	1	1	1	1	1	1	7
Drager unit	1	1	1	1	1	1	1	7
Fiberglass Extension Ladder 24'							1	
Hazmat Kit							1	1
Interface Probe							1	1
Norm Meter	1		1		1	1		4
Radiation Meter							1	1
Radiation Meter Probe							2	2
Multi Rae Plus 5 Gas Meter							1	1
Ultra Rae Meter							1	1
4 Gas Meter							1	1
Jerome Mercury Vapor Analyzer							1	1
Scare Guns	20							20
SCBA		5						5
HDR Bobcat	1							1
4X4 atv	6							6
Mule ATV							1	1

Truck 4x4	4							4
Truck Crew Cab 4x4							1	1
Crane Truck 25T	1							1
Crew Cab Truck	1							1
Dually Truck	3							3
Flatbed Truck 1 ton							1	3
Flatbed Truck 2 ton							1	3
Mechanic Truck	1							3
Pickup Truck 1 ton crew cab							4	4
Response Truck 2.5 ton							1	1
Vac Truck							1	1
Tractor 45 hp							1	1
Truck Tractor	4							4
Boom Trailer 20'							1	1
Box Van Trailer 40'	1							1
Box Van Trailer 42'	1							1
Box Van Trailer 45'	1							1
Cargo Trailer 10'	1							1
Cargo Trailer 14'							1	1
Cargo Trailer 25'	1							1
Cargo Trailer 28'	1							1
Drop Deck Trailer 44'	1							1
Emergency Response Trailer							2	2
Gooseneck Cargo Trailer 32'	5							5
Gooseneck Cargo Trailer 42'	1							1
Gooseneck Trailer 27'	1							1
Gooseneck Trailer 30'	1							1
Rolloff Box Trailer	2							2
Utility Trailer ATV 4'X6'							1	1
Utility Trailer 8'	1							1
Utility Trailer 10'	2							2
Utility Trailer 15'							1	1
Utility Trailer 16'	3							3
Utility Trailer 20'	1							1
Vac Trailer	1							1



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SECTION II: ATTACHMENT "A"

Page 14 - Fuel Surcharge Letter

SECTION III: ATTACHMENT "B"

Page 15-16 - Explanation / Clarification to Emergency Response Rate Schedule

EMERGENCY RESPONSE RATES**NON-HAZARDOUS MATERIALS (OIL SPILL) Personnel** UOM ST

Class Code				Rate	OT Rate
PERS	ER-NH-001	Senior Project Manager - Company Officer	hr	\$95.00	\$142.50
PERS	ER-NH-002	Project Manager	hr	\$80.00	\$120.00
PERS	ER-NH-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-NH-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-NH-005	Chemist, Biologist, Geologist	hr	\$95.00	\$142.50
PERS	ER-NH-006	Health and Safety Manager	hr	\$60.00	\$90.00
PERS	ER-NH-007	Rescue Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-008	Rescue Tech	hr	\$40.00	\$60.00
PERS	ER-NH-009	Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-010	Foreman	hr	\$45.00	\$67.50
PERS	ER-NH-011	Transportation and Disposal Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-012	Logistics Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$45.00	\$67.50
PERS	ER-NH-014	Boat Operator / Response Equipment	hr	\$42.00	\$63.00
PERS	ER-NH-015	Truck Operator (roll off / vac truck)	hr	\$35.00	\$52.50
PERS	ER-NH-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-NH-017	Welder	hr	\$50.00	\$75.00
PERS	ER-NH-018	Recovery Technician	hr	\$35.00	\$52.50
PERS	ER-NH-020	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-NH-021	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

HAZARDOUS MATERIALS (HAZMAT) Class Code Personnel

Class Code			UOM	ST Rate	OT Rate
PERS	ER-HAZ-002	Project Manager	hr	\$110.00	\$165.00
PERS	ER-HAZ-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-HAZ-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-HAZ-005	Chemist, Biologist, Geologist	hr	\$95.00	\$145.50
PERS	ER-HAZ-006	Health and Safety Manager	hr	\$75.00	\$112.50
PERS	ER-HAZ-007	Rescue Supervisor	hr	\$75.00	\$112.50
PERS	ER-HAZ-008	Rescue Tech	hr	\$60.00	\$90.00
PERS	ER-HAZ-009	Supervisor	hr	\$65.00	\$97.50
PERS	ER-HAZ-010	Foreman	hr	\$55.00	\$82.50
PERS	ER-HAZ-011	Transportation and Disposal Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-012	Logistics Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$55.00	\$82.50
PERS	ER-HAZ-014	Boat Operator / Response Equipment	hr	\$50.00	\$75.00
PERS	ER-HAZ-015	Truck Operator (roll off / vac truck)	hr	\$42.00	\$75.00
PERS	ER-HAZ-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-HAZ-017	Welder	hr	\$50.00	\$75.00
PERS	ER-HAZ-018	Recovery Technician	hr	\$42.00	\$63.00
PERS	ER-HAZ-019	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-HAZ-020	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

Class Code - 1	Automotive Equipment	UOM	ST Rate	Add'l
AUTO ER-1-010	Truck, Pickup (1/2 ton) 2-WD	day	\$100.00	
AUTO ER-1-011	Truck, Pickup (1/2 ton) 4-WD	day	\$150.00	
AUTO ER-1-012	Truck, Pickup (3/4 - 1 ton) 2-WD	day	\$125.00	
AUTO ER-1-013	Truck, Pickup (3/4 - 1 ton) 4-WD	day	\$195.00	
AUTO ER-1-014	Truck, Response - Fully Equipped	day	\$195.00	
AUTO ER-1-015	Truck, Roll Off (Double Haul Trailer) 80,000 #	hr	\$50.00	+ op
AUTO ER-1-016	Truck, Roll Off (Bobtail) 65,000 #	hr	\$60.00	+ op
AUTO ER-1-017	Truck, Roll Off (Tractor) 80,000 #	hr	\$45.00	+ op
AUTO ER-1-018	Truck, Vacuum - 130 bbl (Carbon Steel)	hr	\$70.00	+ op
AUTO ER-1-018A	Truck, Vacuum - 130 bbl (Stainless Steel)	hr	\$115.00	+ op
AUTO ER-1-019	Truck, Vacuum - 70 bbl (Carbon Steel)	hr	\$60.00	+ op
AUTO ER-1-020	Truck, Vacuum - 70 bbl (Stainless Steel)	hr	\$80.00	+ op
AUTO ER-1-021	Truck, Stake Bed (1 ton) w/ Liftgate	hr	\$50.00	+ op
AUTO ER-1-022	ATV - 4x4	day	\$350.00	
AUTO ER-1-023	ATV - 6x6	day	\$425.00	
AUTO ER-1-024	ATV - Mule	day	\$400.00	
AUTO ER-1-025	Automobile - Passenger Car	day	\$100.00	
AUTO ER-1-026	Backhoe (Case 580 or equiv.) 2 - WD	day	\$450.00	+ op
AUTO ER-1-027	Backhoe (Case 580 or equiv.) 4 - WD	day	\$500.00	+ op
AUTO ER-1-028	Bobcat / Skid steer	day	\$390.00	+ op
AUTO ER-1-029	Bull Dozer - Cat D6E (155 hp)	day	\$1,300.00	+ op
AUTO ER-1-030	Drum Crusher - Hydraulic	day	\$450.00	
AUTO ER-1-031	Excavator - Komatsu PC300LC	day	\$1,600.00	+ op
AUTO ER-1-032	Excavator - Mini	day	\$450.00	+ op
AUTO ER-1-033	Super-Vac, Air Machine - 28" Hg	hr	\$145.00	+ op
AUTO ER-1-034	Super-Vac, Air Machine - with Cyclone	hr	\$155.00	+ op
AUTO ER-1-035	Super-Vac, Air Machine - Standard	hr	\$125.00	+ op
AUTO ER-1-036	Super-Vac, Hydro-Excavator - 28' @ 40 gpm	hr	\$145.00	+ op
AUTO ER-1-037	Tractor & End Dump Trailer (80,000 #)	hr	\$60.00	+ op
AUTO ER-1-038	Trailer - ATV	day	\$75.00	
AUTO ER-1-039	Trailer, 16' Lowboy - 7,000 #	day	\$90.00	
AUTO ER-1-040	Trailer, 20' Gooseneck Lowboy - 14,000 #	day	\$150.00	
AUTO ER-1-041	Trailer, Response - 16'	day	\$250.00	
AUTO ER-1-042	Trailer, Response - 28'-32'	day	\$325.00	
AUTO ER-1-043	Trailer, Mobile Command Unit	day	\$2000.00	
AUTO ER-1-044	Trailer, Dry Van 53'	day	\$175.00	
AUTO ER-1-045	Trailer, Travel 32' Personnel	day	\$400.00	
AUTO ER-1-046	Van, 15 Passenger	day	\$200.00	
AUTO ER-1-047	Tractor, Farm w/ Front Loader & Tiller	day	\$375.00	

Class Code - 2		Marine Equipment	UOM	ST Rate	Add'l
MAR	ER-2-010	Boat, 28'-32' Barge -powered w/GPS & Radio	day	\$1200.00	+ fuel
MAR	ER-2-010.5	Recovery Barge 120 BBL	day	\$600.00	
MAR	ER-2-011	Boat, 24'-28' Fast Response Boat w /GPS & Radio	day	\$900.00	+ fuel
MAR	ER-2-012	Boat, 32' or larger	day	cost + 20%	+ fuel
MAR	ER-2-014	Boat, 19' - 24' Fast Response w/ GPS & Radio	day	\$700.00	+ fuel
MAR	ER-2-016	Vessel of Opportunity (VOO)	day	cost + 20%	+ fuel
MAR	ER-2-017	Boat, 14' - 18' Flat	day	\$250.00	+ fuel
MAR	ER-2-018	Boat, Pirogue (or equivalent)	day	\$125.00	
MAR	ER-2-019	Air Compressor - 12 cfm	day	\$110.00	
MAR	ER-2-020	Air Compressor - 20 cfm	day	\$180.00	
MAR	ER-2-021	Anchor 22 #	day	\$65.00	
MAR	ER-2-022	Anchor 40 #	day	\$150.00	
MAR	ER-2-023	Anchor 65 #	job	\$210.00	
MAR	ER-2-024	Anchor 85 #	job	\$275.00	
MAR	ER-2-025	Anchor Buoys	job	\$10.00	
MAR	ER-2-026	Boom - 10" Containment	job	\$1.20	
MAR	ER-2-027	Boom - 18" Containment	day	\$1.40	
MAR	ER-2-028	Boom - 6" Containment	ft/day	\$1.00	
MAR	ER-2-029	Boom Container (Roll-Off Skid Mounted) 20"	ft/day	\$100.00	
MAR	ER-2-030	Boom Lights (chemical)	ft/day	\$15.00	
MAR	ER-2-031	Boom Lights (strobe)	day	\$30.00	
MAR	ER-2-032	Skimmer - Drum (25-35 gpm) Pneumatic	ea	\$400.00	
MAR	ER-2-033	Skimmer - Drum (50-70 gpm) Pneumatic	day	\$600.00	
MAR	ER-2-034	Skimmer - Duck Bill - Vaccum Truck Operated	day	\$50.00	
MAR	ER-2-035	Skimmer - Belt 36" Hydraulic (incl. power pack)	day	\$4500.00	+ fuel
MAR	ER-2-036	Trailer, Boom - 16'-20' Lowboy	day	\$110.00	
MAR	ER-2-037	Trailer, Boom - 20 - 30' Gooseneck	day	\$150.00	
MAR	ER-2-038	Trailer, Boom - 53' Dry Van	day	\$175.00	
MAR	ER-2-039	Vacuum Unit, Portable Self Contained - 8 bbl cap.	day	\$650.00	

Class Code - 3		Personnel Protective Equipment	UOM	Rate	Add'l
PPE	ER-3-010	Level A - Full Encapsulated (responder)	ea	\$1,800.00	
PPE	ER-3-011	Level B - (CPF III)	ea	\$125.00	
PPE	ER-3-012	Level B - (CPF IV)	ea	\$175.00	
PPE	ER-3-013	Level C - (CPF I)	ea	\$55.00	
PPE	ER-3-014	Level C - (CPF II)	ea	\$70.00	
PPE	ER-3-015	Level C - (CPF III)	ea	\$90.00	
PPE	ER-3-016	Level D - (FRC, hardhat, boots, eyewear)	day	\$35.00	
PPE	ER-3-017	Acid Suit - 2 piece	ea	\$110.00	
PPE	ER-3-018	Boot Covers - HazMat (Chicken Booties)	pair	\$5.00	
PPE	ER-3-019	Boot Covers - Latex	pair	\$8.50	
PPE	ER-3-020	Boot Covers - Silver Shield	pair	\$15.00	
PPE	ER-3-021	Boots - Rubber - Steel Toe/Shank	day	\$18.00	
PPE	ER-3-022	Boots - Nitrile - Steel Toe/Shank	day	\$45.00	
PPE	ER-3-023	Breathing Air Hose 50' (high pressure)	day	\$25.00	
PPE	ER-3-024	Breathing Air Hose 50' (low pressure)	day	\$15.00	
PPE	ER-3-025	Breathing Air Manifold	day	\$35.00	
PPE	ER-3-026	Breathing Air Regulator	day	\$25.00	
PPE	ER-3-027	Breathing Air Trailer	day	\$350.00	
PPE	ER-3-028	Bunker Gear - includes pant/boots/gloves/helmet/FRC	day	\$250.00	
PPE	ER-3-029	Drager Hand Pump	day	\$55.00	
PPE	ER-3-030	Drager Tubes - Colorimetric	ea	cost+20%	
PPE	ER-3-031	Ear Muffs	pair	\$11.50	
PPE	ER-3-032	Ear Plugs (box of 100 pair)	ea	\$49.00	
PPE	ER-3-033	Eyewash, Emergency Portable	day	\$50.00	
PPE	ER-3-034	Face shield w / Bracket - Headgear	ea	\$22.00	
PPE	ER-3-035	First Aid Kit (Personnel)	ea	cost+20%	
PPE	ER-3-036	Glove - Nitrile/Latex Inner Glove	box	\$26.00	
PPE	ER-3-037	Gloves - Cotton String	pair	\$1.50	
PPE	ER-3-038	Gloves - Cotton String w / latex Tips	pair	\$3.00	
PPE	ER-3-039	Gloves - Kevlar (all-in-one) Hazmat	pair	\$110.00	
PPE	ER-3-040	Gloves - Leather	pair	\$9.00	
PPE	ER-3-041	Gloves - Nitrile	pair	\$5.50	
PPE	ER-3-042	Gloves - PVC	pair	\$5.00	
PPE	ER-3-043	Gloves - Silver Shield	pair	\$15.00	
PPE	ER-3-044	Gloves - Viton w / Liner	pair	\$75.00	
PPE	ER-3-045	Goggles - Chemical Splash	pair	\$9.50	
PPE	ER-3-046	Harness - Full Body	day	\$20.00	
PPE	ER-3-047	Lanyard 6'	day	\$20.00	
PPE	ER-3-048	Lifeline (rope) 50'	day	\$25.00	
PPE	ER-3-049	Metatarsal - Foot Protection	day	\$25.00	
PPE	ER-3-050	Monitor - 4 gas (LEL, H2S, CO, O2)	day	\$125.00	
PPE	ER-3-051	Monitor - Benzene (PID)	day	\$195.00	
PPE	ER-3-052	Monitor - Jerome 431 -X- (Hg)	day	\$225.00	
PPE	ER-3-053	Monitor - Personal H2S	day	\$35.00	
PPE	ER-3-054	Monitor - VOC	day	\$125.00	
PPE	ER-3-055	Rescue Kit	day	\$125.00	
PPE	ER-3-056	Respirator - 1/2 Face Disposable (OV, AG)	ea	\$25.00	

PPE	ER-3-057	Respirator - 1/2 Face Disposable Dust Mask	ea	\$5.00
PPE	ER-3-058	Respirator - Full Face Cartridge (excludes cartridges)	day	\$40.00
PPE	ER-3-059	Respirator - Supplied Air	day	\$30.00
PPE	ER-3-060	Respirator - Supplied Air (5 minute escape pack)	day	\$35.00
PPE	ER-3-061	Respirator Cartridges (pair) AG	pair	\$16.50
PPE	ER-3-062	Respirator Cartridges (pair) HEPA	pair	\$12.00
PPE	ER-3-063	Respirator Cartridges (pair) Hg	pair	\$42.00
PPE	ER-3-064	Respirator Cartridges (pair) OV	pair	\$16.50
PPE	ER-3-065	Respirator Cartridges (pair) OV-AG	pair	\$21.00
PPE	ER-3-066	Rope Ladder	day	\$60.00
PPE	ER-3-067	SCBA - 30 minute - NFPA Approved	day	\$200.00
PPE	ER-3-068	SCBA - cylinder refill - 30 minute	ea	\$20.00
PPE	ER-3-069	SCBA - spare cylinder - 30 minute	day	\$15.00
PPE	ER-3-070	Signal Air Horn	ea	\$15.00
PPE	ER-3-071	Slicker Suit - Rain Gear - 2 pc.	ea	\$20.00
PPE	ER-3-072	Tripod w / Retrieval Winch	day	\$150.00
PPE	ER-3-073	Tyvek - Coveralls	ea	\$15.00
PPE	ER-3-074	Tyvek - Coveralls - Poly Coated	ea	\$20.00
PPE	ER-3-075	Tyvek - Coveralls - FRC Rated	ea	\$22.00
PPE	ER-3-076	Vest - Fluorescent Traffic Safety	day	\$5.00
PPE	ER-3-077	Waders, Chest	day	\$40.00
PPE	ER-3-078	Waders, Hip	day	\$30.00

Class Code - 4		Pumps / Hoses / Washing Equipment	UOM	Rate	Add'l
WASH	ER-4-010	Extended Wand 12' - 4,000 psi	day	\$95.00	
WASH	ER-4-011	Foot Pedal -10k	day	\$45.00	
WASH	ER-4-012	Hose, ADS 4" X 100'	roll	\$150.00	
WASH	ER-4-013	Hose, ADS 6" x 100'	roll	\$210.00	
WASH	ER-4-014	Hose, Air - 3/8" x 50'	day	\$15.00	
WASH	ER-4-015	Hose, Air / Water - 3/4" x 50' (Chicago)	day	\$15.00	
WASH	ER-4-016	Hose, Chemical Resistant - 2" x 25'	day	\$45.00	
WASH	ER-4-017	Hose, Chemical Resistant - 3" x 25'	day	\$55.00	
WASH	ER-4-018	Hose, Fire 1-1/2" x 100'	day	\$25.00	
WASH	ER-4-019	Hose, Fire 2-1/2" x 100'	day	\$40.00	
WASH	ER-4-020	Hose, Fittings and Adapters (Misc.)	ea / day	\$5.00	
WASH	ER-4-021	Hose, Hydroblast - 10,000 psi x 25'	day	\$40.00	
WASH	ER-4-022	Hose, Hydroblast - 20,000 psi x 25'	day	\$70.00	
WASH	ER-4-023	Hose, Pressure Washer - 5,000 psi x 50'	day	\$25.00	
WASH	ER-4-024	Hose, PVC -1" x 10'	day	\$10.00	
WASH	ER-4-025	Hose, Vacuum Truck - 2" x 25'	day	\$25.00	
WASH	ER-4-026	Hose, Vacuum Truck - 2" x 10'	day	\$10.00	
WASH	ER-4-027	Hose, Vacuum Truck - 3" x 25'	day	\$30.00	
WASH	ER-4-028	Hose, Wash Pump Discharge - 1-1/2" x 10 - 25'	day	\$15.00	
WASH	ER-4-029	Hose, Wash Pump Discharge (Layflat)1-1/2" x 50'	day	\$20.00	
WASH	ER-4-030	Hose, Wash Pump Suction - 2" x 10'	day	\$8.00	
WASH	ER-4-031	Hydro blaster - 10,000 psi (10K)	day	\$595.00	
WASH	ER-4-032	Hydro blaster - 20,000 psi (20K)	day	\$950.00	
WASH	ER-4-033	Metatarsal Foot Protection	day	\$25.00	
WASH	ER-4-034	Miscellaneous Tips / Fittings		cost+20%	
WASH	ER-4-035	Pressure Washer - 3,000 psi (gas engine)	day	\$150.00	
WASH	ER-4-036	Pressure Washer - 3,500 - 5,000 psi (hot water)	day	\$325.00	
WASH	ER-4-037	Pressure Washer Trailer Mounted (hot water)	day	\$325.00	
WASH	ER-4-038	Pump Double Diaphragm - 2" Aluminum	day	\$90.00	
WASH	ER-4-039	Pump Double Diaphragm 2" Poly	day	\$175.00	
WASH	ER-4-040	Pump Double Diaphragm 2" Stainless Steel	day	\$250.00	
WASH	ER-4-041	Pump Double Diaphragm 3" Poly	day	\$210.00	
WASH	ER-4-042	Pump Double diaphragm 3" Stainless Steel	day	\$310.00	
WASH	ER-4-043	Pump Double diaphragm 1" Poly	ea	\$155.00	
WASH	ER-4-044	Pump, Single Diaphragm 2"-engine (mud hen)	day	\$110.00	
WASH	ER-4-045	Pump, Disposable Drum	ea	\$21.00	
WASH	ER-4-046	Pump, Rotary Petroleum Fuel - Manuel	day	\$25.00	

Class Code - 4	Pumps / Hoses / Washing Equipment (cont.)	UOM	Rate	Add'l
WASH	WASH ER-4-045 Roto - Nozzle 10k	day	\$95.00	
WASH	WASH ER-4-046 Shotgun 10k	day	\$50.00	
WASH	WASH ER-4-047 Steam Cleaner - Self Contained	day	\$425.00	
WASH	WASH ER-4-048 Surface Cleaner - 3,000 psi	day	\$175.00	
WASH	WASH ER-4-049 Wash Pump 2" - diesel powered	day	\$110.00	
WASH	WASH ER-4-050 Wash Pump 2" - gasoline powered	day	\$90.00	
WASH	WASH ER-4-051 Wash Pump 3" - diesel powered	day	\$140.00	
WASH	WASH ER-4-052 Wash Pump 3" - gasoline powered	day	\$125.00	

Class Code - 5		Sorbents	UOM	Rate	Add'l
SORB	ER-5-011	Floor Gator - 50# bag	ea	\$25.00	
SORB	ER-5-012	Kitty Litter	ea	\$15.00	
SORB	ER-5-013	Mortar Mix, 40# bag	ea	\$18.00	
SORB	ER-5-014	Oil Avenger - Granular - 50# bag	ea	\$28.00	
SORB	ER-5-015	Oil Gator - 30# bag	ea	\$43.00	
SORB	ER-5-016	Oil Sponge - General Purpose - 30# bag	ea	\$33.00	
SORB	ER-5-017	Oil-Dri - Granular - 50# bag	ea	\$25.00	
SORB	ER-5-018	Peat Moss - 2 cu. ft.	ea	\$37.00	
SORB	ER-5-019	Snare Boom, Viscous Oil - 50' on Rope	ea	\$90.00	
SORB	ER-5-020	Snare, Viscous Oil 30 / bag	ea	\$75.00	
SORB	ER-5-021	Sorbent, Boom 5" x 10' - 4 / bale (petro)	bale	\$119.00	
SORB	ER-5-022	Sorbent, Boom 5" x 10' - 4 / bale (univ)	bale	\$135.00	
SORB	ER-5-023	Sorbent, Boom 8" x 10' - 4 / bale (petro)	bale	\$175.00	
SORB	ER-5-024	Sorbent, Boom 8" x 10' - 4 / bale (univ)	bale	\$200.00	
SORB	ER-5-025	Sorbent, Industrial Rug 36" x 300'	ea	\$255.00	
SORB	ER-5-026	Sorbent, Pads - 100 / bale (chem)	bale	\$70.00	
SORB	ER-5-027	Sorbent, Pads - 100 / bale (petro)	bale	\$62.00	
SORB	ER-5-028	Sorbent, Pads - 100 / bale (univ)	bale	\$105.00	
SORB	ER-5-029	Sorbent, Roll - 144' x 38" x 3/8" (petro)	ea	\$155.00	
SORB	ER-5-030	Sorbent, Sweep - 100' x 17" x 1/4"	ea	\$125.00	
SORB	ER-5-031	Sphag Sorb - 2 cu. ft.	ea	\$43.00	
SORB	ER-5-032	Vermiculite - 2 cu. ft.	ea	\$30.00	
SORB	ER-5-033	Zorbent, Absorbent material - 50# bag	ea	\$60.00	

Class Code - 6		Haz-Mat Equipment	UOM	Rate	Add'l
HAZ	ER-6-010	Betz" Emergency Offloading Valve	day	\$500.00	
HAZ	ER-6-011	Chlorine "A" Kit	day	\$500.00	
HAZ	ER-6-012	Chlorine "B" Kit	day	\$750.00	
HAZ	ER-6-013	Chlorine "C" Kit	day	\$1,000.00	
HAZ	ER-6-014	Coliwasa, Disposable Glass Tubing	ea.	\$20.00	
HAZ	ER-6-015	Compressor, Corken 2"	day	\$1,750.00	
HAZ	ER-6-016	Drill, Pneumatic	day	\$100.00	
HAZ	ER-6-017	HAZ-MAT Test Kit	day	\$125.00	+ \$ 30.00 / test
HAZ	ER-6-018	Laboratory Analysis		cost+20%	
HAZ	ER-6-019	Nitrogen, Gas Cylinder Refill	ea	\$35.00	
HAZ	ER-6-020	Nitrogen, Liquid Purge		cost+20%	
HAZ	ER-6-021	pH Meter	day	\$50.00	
HAZ	ER-6-022	pH Pen	day	\$25.00	
HAZ	ER-6-023	Safety Shower, Emergency - (portable)	day	\$125.00	
HAZ	ER-6-024	Sample Kit - Stainless Steel	day	\$25.00	
HAZ	ER-6-025	Sample Tubing - Tygon 1/4"	ft	\$3.00	
HAZ	ER-6-026	Sample, Soil Auger - Stainless Steel	day	\$75.00	
HAZ	ER-6-027	Stinger, 1-1/2" x 60" - PVC	day	\$25.00	
HAZ	ER-6-028	Stinger, 1-1/2" x 60" - Stainless Steel	day	\$50.00	
HAZ	ER-6-029	Tedlar Bag	ea	\$60.00	
HAZ	ER-6-030	Thermometer, Infrared	day	\$75.00	

Class Code - 7	Drums and Containers	UOM	Rate	Add'l
CONT ER-7-010	Drum Dolly	day	\$40.00	
CONT ER-7-011	Drum Labels	ea	\$3.00	
CONT ER-7-012	Drum Lift - Forklift Attachment	day	\$40.00	
CONT ER-7-013	Drum Liner, 6 ml	ea	\$2.00	
CONT ER-7-013.5	Drum Liner, 6 ml (Roll) 50 / roll	roll	\$90.00	
CONT ER-7-014	Drum Patch Kit	ea	\$75.00	
CONT ER-7-015	Drum Sling	day	\$20.00	
CONT ER-7-016	Drum Wrench - Brass (Bung Wrench)	day	\$15.00	
CONT ER-7-017	Drum, 55 Gallons CT - Poly	ea	\$65.00	
CONT ER-7-018	Drum, 55 Gallons CT - Steel	ea	\$65.00	
CONT ER-7-019	Drum, 55 Gallons OT - Poly	ea	\$65.00	
CONT ER-7-020	Drum, 55 Gallons OT - Steel	ea	\$65.00	
CONT ER-7-021	Drum, 85 Gallons Salvage - Steel	ea	\$165.00	
CONT ER-7-022	Drum, 95 Gallon Over Pack - Poly	ea	\$310.00	
CONT ER-7-023	Frac Tank - 250 bbl capacity (mini)	day	\$55.00	
CONT ER-7-024	Frac Tank - 500 bbl capacity	day	\$75.00	
CONT ER-7-025	Frac Tank - 500 bbl capacity (Stainless)	day	\$175.00	
CONT ER-7-026	Lab Pack, 10 Gallon	ea	\$50.00	
CONT ER-7-027	Lab Pack, 5 Gallon	ea	\$40.00	
CONT ER-7-028	Poly Tanks 1,000 - 8,000 Gallons	day	cost+20%	
CONT ER-7-029	Roll Off Box, 20 - 30 cu. yd. (wt) Roll Top	day	\$75.00	
CONT ER-7-030	Roll Off Box, 20 - 30 cu. yd. (wt) Tarped	day	\$25.00	
CONT ER-7-031	Secondary Containment (Frac Tank)	day	\$55.00	
CONT ER-7-032	Tank Trailer - 150 bbl capacity	day	\$200.00	
CONT ER-7-033	Tote - Poly - 325 Gallons	day	\$75.00	
CONT ER-7-034	Vacuum Box, 25 cu. yd.	day	\$65.00	

Class Code - 8	Miscellaneous Equipment	UOM	Rate	Add'l	
MISC	ER-8-010	Air Compressor 12 cfm - Gasoline	day	\$90.00	
MISC	ER-8-011	Air Compressor 185 cfm - Diesel	day	\$250.00	
MISC	ER-8-012	Air Compressor 20 cfm - Gasoline	day	\$180.00	
MISC	ER-8-013	Air Compressor 375 cfm - Diesel	day	\$325.00	
MISC	ER-8-014	Barrier Tape	roll	\$29.00	
MISC	ER-8-015	Bill Of Lading	ea	\$2.00	
MISC	ER-8-016	Binoculars	day	\$10.00	
MISC	ER-8-017	Blower, Air Horn - Confined Space	day	\$50.00	
MISC	ER-8-018	Blower, Coppus - Confined Space	day	\$90.00	
MISC	ER-8-019	Chain 25' Tow	day	\$20.00	
MISC	ER-8-020	Chain Saw	day	\$125.00	
MISC	ER-8-021	Decon Pool, Equipment 20' x 100'	day	\$250.00	
MISC	ER-8-022	Decon Pool, Equipment 20' x 60'	day	\$210.00	
MISC	ER-8-023	Decon Pool, Equipment 20' x 50'	day	\$200.00	
MISC	ER-8-024	Drill, Pneumatic	day	\$100.00	
MISC	ER-8-025	Drop Light, Explosion Proof / Electric	day	\$90.00	
MISC	ER-8-026	Epoxy Stick	ea	\$12.00	
MISC	ER-8-027	Extension Cord - 100'	day	\$20.00	
MISC	ER-8-028	Fence - Safety Orange	roll	\$75.00	
MISC	ER-8-029	Flashlight	day	\$15.00	
MISC	ER-8-030	Generator 4 - 5 kw	day	\$175.00	+ fuel
MISC	ER-8-031	Generator 6 - 8 kw	day	\$250.00	+ fuel
MISC	ER-8-032	Generator 8 - 12 kw	day	\$325.00	+ fuel
MISC	ER-8-033	Grounding / Bonding Cables - Rods	day	\$25.00	
MISC	ER-8-034	Hand Cleaner	ea	\$15.00	
MISC	ER-8-035	Hand Tools (shovel, rake, net...)	day	\$15.00	
MISC	ER-8-036	Hand Tools (wrenches, sockets)	day	\$15.00	
MISC	ER-8-037	Heat Stress	man/day	\$10.00	
MISC	ER-8-038	Hole Saw - 2 - 1/2"	ea	\$25.00	
MISC	ER-8-039	Lockout - Tagout Kit	day	\$50.00	
MISC	ER-8-040	Manifest - Waste	ea	\$5.00	
MISC	ER-8-041	Mercon Wipes	ea	\$1.25	
MISC	ER-8-042	Mercury Indicator Powder - 250 grams	ea	\$62.50	
MISC	ER-8-043	Mercury Vacuum, Stainless Steel	day	\$225.00	
MISC	ER-8-044	Oxy - Acetylene Cutting Outfit	day	\$210.00	
MISC	ER-8-045	Paint, Ground Marking	can	\$12.00	
MISC	ER-8-046	Pallet Grabber	day	\$40.00	
MISC	ER-8-047	Pallet Jack	day	\$75.00	
MISC	ER-8-048	Personal Decontamination Brush	ea	\$8.00	
MISC	ER-8-049	Personal Decontamination Pool	ea	\$45.00	
MISC	ER-8-050	pH Strips (Box)	box	\$15.00	
MISC	ER-8-051	Pipeline Probe	day	\$15.00	
MISC	ER-8-052	Plug - N - Dike	can	\$21.00	
MISC	ER-8-053	Pollution Bags - 6 ml - (100 / roll)	roll	\$120.00	
MISC	ER-8-054	Pollution Can - 20 Gallon	ea	\$25.00	
MISC	ER-8-055	Pool, Personnel Decontamination	ea	\$22.00	

MISC	ER-8-056	Portable Lighting - Electric Halogen	day	\$70.00	
MISC	ER-8-057	Portable Lighting - Light Tower 6kW - 4 lamp	day	\$150.00	+ fuel
MISC	ER-8-058	Rags - Cotton 50# box (General Purpose)	box	\$40.00	
MISC	ER-8-059	Roll of Box Liner	ea	\$50.00	
MISC	ER-8-060	Rope 1/2" Poly x 600'	roll	\$75.00	
MISC	ER-8-061	Rope 1/4" Poly x 600'	roll	\$45.00	
MISC	ER-8-062	Rope 3/4" Poly x 600'	roll	\$85.00	
MISC	ER-8-063	Rope 3/8" Poly x 600'	roll	\$65.00	
MISC	ER-8-064	Sample Jar - 1/2 pint	ea	\$2.00	
MISC	ER-8-065	Sample Jar - pint	ea	\$2.00	
MISC	ER-8-066	Sample Jar - Quart	ea	\$2.00	
MISC	ER-8-067	Scare Cannon - Propane Operated (automatic)	day	\$200.00	
MISC	ER-8-068	Shop Vac - Wet / Dry	day	\$90.00	
MISC	ER-8-069	Stake, Wooden Survey	ea	\$2.00	
MISC	ER-8-070	T - Post 5' - Steel	ea	\$12.00	
MISC	ER-8-071	T- Post Driver	day	\$25.00	
MISC	ER-8-072	Tape, Chemical (PPE)	roll	\$33.00	
MISC	ER-8-073	Tape, Duct	roll	\$12.00	
MISC	ER-8-074	Tape, Flagging (fluorescent)	roll	\$9.50	
MISC	ER-8-075	Tape, Teflon	roll	\$5.00	
MISC	ER-8-076	Tiller, Gas Operated	day	\$115.00	
MISC	ER-8-077	Visqueen 20' x 100'	roll	\$90.00	
MISC	ER-8-078	Visqueen 40' x 100'	roll	\$140.00	
MISC	ER-8-079	Weed Eater (2 cycle)	day	\$90.00	
MISC	ER-8-080	Welding Machine	day	\$225.00	
MISC	ER-8-081	Welding Supplies	ea	cost 20%	
MISC	ER-8-082	Wheel - Measuring / Roller	day	\$20.00	
MISC	ER-8-083	Wheelbarrow	day	\$25.00	

Class Code - 9		Communications Equipment	UOM	Rate	Add'l
COMM	ER-9-010	Cellular Phone	day	\$25.00	
COMM	ER-9-011	Computer and Printer	day	\$75.00	
COMM	ER-9-012	Copier	day	\$90.00	
COMM	ER-9-013	Digital Camera	day	\$25.00	
COMM	ER-9-014	Facsimile Machine	day	\$50.00	
COMM	ER-9-015	Global Positioning System	day	\$40.00	
COMM	ER-9-016	Photos - Prints - Digital Copies		cost+20%	
COMM	ER-9-017	Radio, 2 way Hand Held	day	\$25.00	
COMM	ER-9-018	Radio, 2 way Hand Held - UL approved	day	\$50.00	
COMM	ER-9-019	Satellite Telephone		cost+20%	
COMM	ER-9-020	Video Camera	day	\$75.00	
COMM	ER-9-021	Trailer, Mobile Command Unit	Day	\$2,000.00	

Class Code - 10		Chemicals and Neutralizers	UOM	Rate	Add'l
CHEM	ER-10-010	Acetic Acid - 5 gallon pail	ea	\$85.00	
CHEM	ER-10-011	Acetic Acid - 55 gallon drum	ea	\$925.00	
CHEM	ER-10-012	Ammonia - Household	gal	\$8.00	
CHEM	ER-10-013	Bleach, Household 5% - 1 gallon	ea	\$5.00	
CHEM	ER-10-014	Citric Acid - 50# bag	ea	\$72.00	
CHEM	ER-10-015	D-Limonator - 5 gallon pail	ea	\$152.50	
CHEM	ER-10-016	D-Limonator - 55 gallon drum	ea	\$1,655.00	
CHEM	ER-10-017	Ecosorb - Mercapthan Neutralizer	gal	\$79.50	
CHEM	ER-10-018	Hydrochloric Acid - 30% solution	gal	\$8.50	
CHEM	ER-10-019	Hydrogen Peroxide - 55 gallon drum	ea	\$520.00	
CHEM	ER-10-020	Micro-Blaze - 5 gallon	ea	\$195.00	
CHEM	ER-10-021	Petro-Clean - 5 gallon	ea	\$182.50	
CHEM	ER-10-022	Petro-Clean 55 gallon	ea	\$1,750.00	
CHEM	ER-10-023	PS-51, Degreaser - 55 gallon drum		cost+20%	
CHEM	ER-10-024	Soda ASH - 50# bag	ea	\$21.00	
CHEM	ER-10-025	Sodium Bicarbonate - 50# bag	ea	\$36.00	
CHEM	ER-10-026	Sodium Carbonate (fly ash)		cost+20%	
CHEM	ER-10-027	Sodium Hydroxide - 50% solution	gal	\$50.00	
CHEM	ER-10-028	Sodium Hypochlorite - 10% solution	gal	\$7.50	
CHEM	ER-10-029	Vapor Scrub	gal	\$25.00	

Attachment "A" - 2011 Emergency Response Price Schedule
 Fuel Surcharge Letter / Schedule

At Anderson Pollution Control, Inc., we work diligently to provide you the best possible services at rates, which are highly competitive. Regrettably, due to the dramatic rise in the price for diesel fuel, we must ask that you accept a temporary increase in rates in the form of a fuel surcharge.

We will implement a fuel surcharge for all equipment such as (but not limited to) DOT trucks, pickup trucks, and / or any fuel burning equipment which is not noted as a "plus fuel" item on the preceeding price schedule. The surcharge will be determined in the following fashion taken from the the USDOE (United States Department of Energy) national average of diesel fuel pricing.

National Avg. Price / Gal		Surcharge Percent Applied to Hourly / Daily Rate of Equipment
\$2.10	\$2.19	14%
\$2.20	\$2.29	15%
\$2.30	\$2.39	16%
\$2.40	\$2.49	17%
\$2.50	\$2.59	18%
\$2.60	\$2.69	19%
\$2.70	\$2.79	20%
\$2.80	\$2.89	21%
\$2.90	\$2.99	22%
\$3.00	\$3.09	23%
\$3.10	\$3.19	24%
\$3.20	\$3.29	25%
\$3.30	\$3.39	26%
\$3.40	\$3.49	27%
\$3.50	\$3.59	28%
\$3.60	\$3.69	29%
\$3.70	\$3.79	30%
\$3.80	\$3.89	31%
\$3.90	\$3.99	32%
\$4.00	\$4.09	33%
\$4.10	\$4.19	34%
\$4.20	\$4.29	35%

Attachment "B" - 2011 Emergency Response Price Schedule
 Explanation / Clarification to Emergency Response Rate Schedule

Personnel:

Experienced supervisory, technical, and equipment operating personnel are available for emergency spill response and spill cleanup operations, 24 hours per day, 365 days per year. Normal hours of operation are from 0700 hours (7:00 a.m.) to 1600 hours (4:00 p.m.) Monday through Friday. All labor charges will be in accordance with Anderson Pollution Control, Inc. service receipts. Charges for personnel are portal to portal. Anderson Pollution Control, Inc. will invoice customer for personnel and the time required to mobilize, service, repair, and restock all vehicles and response equipment used in the performance of services. **Overtime Rates** for personnel will be charged at a rate of time and one half between 1600 hours (4:00 p.m.) and 0700 hours (7:00 a.m.) Monday through Thursday, and between the hours of 1600 hours and 0700 hours on Friday through 0700 hours on Monday. **Doubletime Rates** will be applied to the following National Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. **A 4-hour minimum call-out charge will apply to all labor / equipment call-outs.**

In the event that Anderson Pollution Control, Inc. responds to a request from a governmental agency and/or third party and/or customer and/or on behalf of customer for record gathering and/or litigation support, including but not limited to any proceeding, deposition, hearing, or trial, and whether during the performance of services or any time after; Customer hereby agrees to and will pay to Anderson Pollution Control, Inc. the charges for the personnel provided and/or requested and/or required in the amount corresponding to the personnel designation in this rate sheet and will further reimburse Anderson Pollution Control, Inc. for reasonable expenses incurred as a result including transportation, parking and/or lodging if necessary.

Travel, Lodging, and Per Diem:

For all Anderson Pollution Control, Inc. employees and designees who do not reside in the local commuting area from the work site, a minimum Per Diem charge of \$ 125.00 per day per employee will be invoiced to the customer for such expenses incurred. Furthermore, any expenses for commercial transportation will be invoiced back to the customer at a rate of cost plus 20%.

Automotive Equipment:

All automotive equipment rate charges are portal to portal. A 4 hour minimum times will be charged on all call-out services. A mileage charge of \$ 0.50 per mile after the first 50 miles will be added to all automotive equipment. A fuel and insurance surcharge will be assessed on all autos and equipment. (See Attachment "A" for surcharge schedule). Fuel and insurance Surcharges are calculated on the hourly or daily rate of equipment / autos times the percentage applied based on National Diesel Fuel Price Average according to the USDOE.

Equipment Decontamination:

Spill control equipment is billed on a time and material basis from portal to portal, and will continue until decontamination or washout services are complete. Third party washout facility's charges will be billed at a rate of cost plus 20%.

Damaged or Contaminated Equipment Replacement:

If, during performance of a service and/or services for a customer, equipment sustains damage which renders the equipment beyond repair or renders decontamination impossible, said equipment will be subject to a replacement charge at Anderson Pollution Control, Inc.'s cost plus 20% unless said damage was sustained as a result of misuse by an Anderson Pollution Control, Inc. employee.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Fuel Surcharge:

A fuel surcharge will be assessed on all hourly/daily equipment /vehicle rate will be charged on all motorized equipment. The fuel surcharge calculation Anderson Pollution Control, Inc. is listed as "Attachment A" of this document. Charges will be assessed on equipment only. Further explanation of fuel surcharge calculations are also mentioned in the "Automotive Equipment" Section of this document.

Insurance:

The rates in the rate schedule include insurance coverage for Worker's Compensation, General Liability, Pollution and Automobile Liability. A Certificate of insurance will be forwarded upon request. These rates do **NOT** include work performed under the U.S. Longshoremen's and Harbor Workers Act (33 USC ss 9010950). For work performed under this statute, an additional 69% surcharge per \$ 100 00 of wages will be assessed on labor ONLY.

Stand-By Rates:

Stand-by rate will be equal to the daily rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Full rates will apply for personnel and per diem, while equipment will be billed at half the daily or hourly rate until utilized or released. A minimum daily charge of eight (8) hours per day will be billed for standby work done outside of 150-mile radius of employee's home office.

Place of Performance:

the procurement of Anderson Pollution Control, Inc.'s services may not be in the same county as the work-site area. Customer is obligated to make payment to Anderson Pollution control, Inc. in Montgomery County, Texas for services provided. Because this agreement has been procured and/or managed and administered by Anderson Pollution Control, Inc.'s corporate office in Montgomery County, Texas. The validity, interpretation, and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Montgomery County, Texas

Subcontract Services / Third Party Services:

A 20% handling charge will apply and be invoiced for all shipping and transportation of equipment, materials, and goods regardless of whether such equipment, materials, and goods appear on Anderson Pollution Control, Inc.'s rate schedule. This includes but is not limited to personnel, equipment, materials or goods, laboratory services, damage waivers and/or other services. Cost, as used herein, is defined as the amount invoiced to Anderson Pollution Control, Inc. by a third party supplier of materials, goods, personnel, equipment, and/or services.

Taxes:

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 become part of the total price payable by the customer. If a customer claims an exemption from payment of Texas Sales and Use Tax, the customer will be required to render an exemption certificate or a Resale Certification to Anderson Pollution Control, 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, the customer will pay directly the amount of any assessment or fee. In the event Anderson Pollution Control, Inc. pays any such foreign tax or fee directly, customer will promptly reimburse Anderson Pollution Control, Inc. for such amount.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Terms:

The term of payment for all invoices is Net 15 days upon receipt of invoice in US Dollars (USD) (US\$). The balance of any invoice not timely paid will accrue a finance charge computed at the periodic rate of one and one half percent (1.5 %) per month beginning on the first day of the first month following any delinquency. Customer is obligated to make payment to Anderson Pollution Control, Inc. at it's principal office at 1011 West Lewis - Suite A -- Conroe, Texas 77301-2219 in Montgomery County, Texas.



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SECTION III: ATTACHMENT "B"

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EMERGENCY RESPONSE RATES**NON-HAZARDOUS MATERIALS (OIL SPILL) Personnel** UOM ST

Class Code				Rate	OT Rate
PERS	ER-NH-001	Senior Project Manager - Company Officer	hr	\$95.00	\$142.50
PERS	ER-NH-002	Project Manager	hr	\$80.00	\$120.00
PERS	ER-NH-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-NH-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-NH-005	Chemist, Biologist, Geologist	hr	\$95.00	\$142.50
PERS	ER-NH-006	Health and Safety Manager	hr	\$60.00	\$90.00
PERS	ER-NH-007	Rescue Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-008	Rescue Tech	hr	\$40.00	\$60.00
PERS	ER-NH-009	Supervisor	hr	\$55.00	\$82.50
PERS	ER-NH-010	Foreman	hr	\$45.00	\$67.50
PERS	ER-NH-011	Transportation and Disposal Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-012	Logistics Coordinator	hr	\$45.00	\$67.50
PERS	ER-NH-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$45.00	\$67.50
PERS	ER-NH-014	Boat Operator / Response Equipment	hr	\$42.00	\$63.00
PERS	ER-NH-015	Truck Operator (roll off / vac truck)	hr	\$35.00	\$52.50
PERS	ER-NH-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-NH-017	Welder	hr	\$50.00	\$75.00
PERS	ER-NH-018	Recovery Technician	hr	\$35.00	\$52.50
PERS	ER-NH-020	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-NH-021	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

HAZARDOUS MATERIALS (HAZMAT) Class Code Personnel

Class Code			UOM	ST Rate	OT Rate
PERS	ER-HAZ-002	Project Manager	hr	\$110.00	\$165.00
PERS	ER-HAZ-003	Certified Industrial Hygienist	hr	\$95.00	\$142.50
PERS	ER-HAZ-004	Certified Safety Professional	hr	\$95.00	\$142.50
PERS	ER-HAZ-005	Chemist, Biologist, Geologist	hr	\$95.00	\$145.50
PERS	ER-HAZ-006	Health and Safety Manager	hr	\$75.00	\$112.50
PERS	ER-HAZ-007	Rescue Supervisor	hr	\$75.00	\$112.50
PERS	ER-HAZ-008	Rescue Tech	hr	\$60.00	\$90.00
PERS	ER-HAZ-009	Supervisor	hr	\$65.00	\$97.50
PERS	ER-HAZ-010	Foreman	hr	\$55.00	\$82.50
PERS	ER-HAZ-011	Transportation and Disposal Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-012	Logistics Coordinator	hr	\$50.00	\$75.00
PERS	ER-HAZ-013	Heavy Equipment Operator (Dozer, Excavator, etc.)	hr	\$55.00	\$82.50
PERS	ER-HAZ-014	Boat Operator / Response Equipment	hr	\$50.00	\$75.00
PERS	ER-HAZ-015	Truck Operator (roll off / vac truck)	hr	\$42.00	\$75.00
PERS	ER-HAZ-016	Mechanic	hr	\$50.00	\$75.00
PERS	ER-HAZ-017	Welder	hr	\$50.00	\$75.00
PERS	ER-HAZ-018	Recovery Technician	hr	\$42.00	\$63.00
PERS	ER-HAZ-019	Field Clerk	hr	\$35.00	\$52.50
PERS	ER-HAZ-020	CDL Truck Driver (Supplies, Deliveries, etc.)	hr	\$35.00	\$52.50

Class Code - 1	Automotive Equipment	UOM	ST Rate	Add'l
AUTO ER-1-010	Truck, Pickup (1/2 ton) 2-WD	day	\$100.00	
AUTO ER-1-011	Truck, Pickup (1/2 ton) 4-WD	day	\$150.00	
AUTO ER-1-012	Truck, Pickup (3/4 - 1 ton) 2-WD	day	\$125.00	
AUTO ER-1-013	Truck, Pickup (3/4 - 1 ton) 4-WD	day	\$195.00	
AUTO ER-1-014	Truck, Response - Fully Equipped	day	\$195.00	
AUTO ER-1-015	Truck, Roll Off (Double Haul Trailer) 80,000 #	hr	\$50.00	+ op
AUTO ER-1-016	Truck, Roll Off (Bobtail) 65,000 #	hr	\$60.00	+ op
AUTO ER-1-017	Truck, Roll Off (Tractor) 80,000 #	hr	\$45.00	+ op
AUTO ER-1-018	Truck, Vacuum - 130 bbl (Carbon Steel)	hr	\$70.00	+ op
AUTO ER-1-018A	Truck, Vacuum - 130 bbl (Stainless Steel)	hr	\$115.00	+ op
AUTO ER-1-019	Truck, Vacuum - 70 bbl (Carbon Steel)	hr	\$60.00	+ op
AUTO ER-1-020	Truck, Vacuum - 70 bbl (Stainless Steel)	hr	\$80.00	+ op
AUTO ER-1-021	Truck, Stake Bed (1 ton) w/ Liftgate	hr	\$50.00	+ op
AUTO ER-1-022	ATV - 4x4	day	\$350.00	
AUTO ER-1-023	ATV - 6x6	day	\$425.00	
AUTO ER-1-024	ATV - Mule	day	\$400.00	
AUTO ER-1-025	Automobile - Passenger Car	day	\$100.00	
AUTO ER-1-026	Backhoe (Case 580 or equiv.) 2 - WD	day	\$450.00	+ op
AUTO ER-1-027	Backhoe (Case 580 or equiv.) 4 - WD	day	\$500.00	+ op
AUTO ER-1-028	Bobcat / Skid steer	day	\$390.00	+ op
AUTO ER-1-029	Bull Dozer - Cat D6E (155 hp)	day	\$1,300.00	+ op
AUTO ER-1-030	Drum Crusher - Hydraulic	day	\$450.00	
AUTO ER-1-031	Excavator - Komatsu PC300LC	day	\$1,600.00	+ op
AUTO ER-1-032	Excavator - Mini	day	\$450.00	+ op
AUTO ER-1-033	Super-Vac, Air Machine - 28" Hg	hr	\$145.00	+ op
AUTO ER-1-034	Super-Vac, Air Machine - with Cyclone	hr	\$155.00	+ op
AUTO ER-1-035	Super-Vac, Air Machine - Standard	hr	\$125.00	+ op
AUTO ER-1-036	Super-Vac, Hydro-Excavator - 28' @ 40 gpm	hr	\$145.00	+ op
AUTO ER-1-037	Tractor & End Dump Trailer (80,000 #)	hr	\$60.00	+ op
AUTO ER-1-038	Trailer - ATV	day	\$75.00	
AUTO ER-1-039	Trailer, 16' Lowboy - 7,000 #	day	\$90.00	
AUTO ER-1-040	Trailer, 20' Gooseneck Lowboy - 14,000 #	day	\$150.00	
AUTO ER-1-041	Trailer, Response - 16'	day	\$250.00	
AUTO ER-1-042	Trailer, Response - 28'-32'	day	\$325.00	
AUTO ER-1-043	Trailer, Mobile Command Unit	day	\$2000.00	
AUTO ER-1-044	Trailer, Dry Van 53'	day	\$175.00	
AUTO ER-1-045	Trailer, Travel 32' Personnel	day	\$400.00	
AUTO ER-1-046	Van, 15 Passenger	day	\$200.00	
AUTO ER-1-047	Tractor, Farm w/ Front Loader & Tiller	day	\$375.00	

Class Code - 2		Marine Equipment	UOM	ST Rate	Add'l
MAR	ER-2-010	Boat, 28'-32' Barge -powered w/GPS & Radio	day	\$1200.00	+ fuel
MAR	ER-2-010.5	Recovery Barge 120 BBL	day	\$600.00	
MAR	ER-2-011	Boat, 24'-28' Fast Response Boat w /GPS & Radio	day	\$900.00	+ fuel
MAR	ER-2-012	Boat, 32' or larger	day	cost + 20%	+ fuel
MAR	ER-2-014	Boat, 19' - 24' Fast Response w/ GPS & Radio	day	\$700.00	+ fuel
MAR	ER-2-016	Vessel of Opportunity (VOO)	day	cost + 20%	+ fuel
MAR	ER-2-017	Boat, 14' - 18' Flat	day	\$250.00	+ fuel
MAR	ER-2-018	Boat, Pirogue (or equivalent)	day	\$125.00	
MAR	ER-2-019	Air Compressor - 12 cfm	day	\$110.00	
MAR	ER-2-020	Air Compressor - 20 cfm	day	\$180.00	
MAR	ER-2-021	Anchor 22 #	day	\$65.00	
MAR	ER-2-022	Anchor 40 #	day	\$150.00	
MAR	ER-2-023	Anchor 65 #	job	\$210.00	
MAR	ER-2-024	Anchor 85 #	job	\$275.00	
MAR	ER-2-025	Anchor Buoys	job	\$10.00	
MAR	ER-2-026	Boom - 10" Containment	job	\$1.20	
MAR	ER-2-027	Boom - 18" Containment	day	\$1.40	
MAR	ER-2-028	Boom - 6" Containment	ft/day	\$1.00	
MAR	ER-2-029	Boom Container (Roll-Off Skid Mounted) 20"	ft/day	\$100.00	
MAR	ER-2-030	Boom Lights (chemical)	ft/day	\$15.00	
MAR	ER-2-031	Boom Lights (strobe)	day	\$30.00	
MAR	ER-2-032	Skimmer - Drum (25-35 gpm) Pneumatic	ea	\$400.00	
MAR	ER-2-033	Skimmer - Drum (50-70 gpm) Pneumatic	day	\$600.00	
MAR	ER-2-034	Skimmer - Duck Bill - Vaccum Truck Operated	day	\$50.00	
MAR	ER-2-035	Skimmer - Belt 36" Hydraulic (incl. power pack)	day	\$4500.00	+ fuel
MAR	ER-2-036	Trailer, Boom - 16'-20' Lowboy	day	\$110.00	
MAR	ER-2-037	Trailer, Boom - 20 - 30' Gooseneck	day	\$150.00	
MAR	ER-2-038	Trailer, Boom - 53' Dry Van	day	\$175.00	
MAR	ER-2-039	Vacuum Unit, Portable Self Contained - 8 bbl cap.	day	\$650.00	

Class Code - 3	Personnel Protective Equipment	UOM	Rate	Add'l
PPE	ER-3-010	Level A - Full Encapsulated (responder)	ea	\$1,800.00
PPE	ER-3-011	Level B - (CPF III)	ea	\$125.00
PPE	ER-3-012	Level B - (CPF IV)	ea	\$175.00
PPE	ER-3-013	Level C - (CPF I)	ea	\$55.00
PPE	ER-3-014	Level C - (CPF II)	ea	\$70.00
PPE	ER-3-015	Level C - (CPF III)	ea	\$90.00
PPE	ER-3-016	Level D - (FRC, hardhat, boots, eyewear)	day	\$35.00
PPE	ER-3-017	Acid Suit - 2 piece	ea	\$110.00
PPE	ER-3-018	Boot Covers - HazMat (Chicken Booties)	pair	\$5.00
PPE	ER-3-019	Boot Covers - Latex	pair	\$8.50
PPE	ER-3-020	Boot Covers - Silver Shield	pair	\$15.00
PPE	ER-3-021	Boots - Rubber - Steel Toe/Shank	day	\$18.00
PPE	ER-3-022	Boots - Nitrile - Steel Toe/Shank	day	\$45.00
PPE	ER-3-023	Breathing Air Hose 50' (high pressure)	day	\$25.00
PPE	ER-3-024	Breathing Air Hose 50' (low pressure)	day	\$15.00
PPE	ER-3-025	Breathing Air Manifold	day	\$35.00
PPE	ER-3-026	Breathing Air Regulator	day	\$25.00
PPE	ER-3-027	Breathing Air Trailer	day	\$350.00
PPE	ER-3-028	Bunker Gear - includes pant/boots/gloves/helmet/FRC	day	\$250.00
PPE	ER-3-029	Drager Hand Pump	day	\$55.00
PPE	ER-3-030	Drager Tubes - Colorimetric	ea	cost+20%
PPE	ER-3-031	Ear Muffs	pair	\$11.50
PPE	ER-3-032	Ear Plugs (box of 100 pair)	ea	\$49.00
PPE	ER-3-033	Eyewash, Emergency Portable	day	\$50.00
PPE	ER-3-034	Face shield w / Bracket - Headgear	ea	\$22.00
PPE	ER-3-035	First Aid Kit (Personnel)	ea	cost+20%
PPE	ER-3-036	Glove - Nitrile/Latex Inner Glove	box	\$26.00
PPE	ER-3-037	Gloves - Cotton String	pair	\$1.50
PPE	ER-3-038	Gloves - Cotton String w / latex Tips	pair	\$3.00
PPE	ER-3-039	Gloves - Kevlar (all-in-one) Hazmat	pair	\$110.00
PPE	ER-3-040	Gloves - Leather	pair	\$9.00
PPE	ER-3-041	Gloves - Nitrile	pair	\$5.50
PPE	ER-3-042	Gloves - PVC	pair	\$5.00
PPE	ER-3-043	Gloves - Silver Shield	pair	\$15.00
PPE	ER-3-044	Gloves - Viton w / Liner	pair	\$75.00
PPE	ER-3-045	Goggles - Chemical Splash	pair	\$9.50
PPE	ER-3-046	Harness - Full Body	day	\$20.00
PPE	ER-3-047	Lanyard 6'	day	\$20.00
PPE	ER-3-048	Lifeline (rope) 50'	day	\$25.00
PPE	ER-3-049	Metatarsal - Foot Protection	day	\$25.00
PPE	ER-3-050	Monitor - 4 gas (LEL, H2S, CO, O2)	day	\$125.00
PPE	ER-3-051	Monitor - Benzene (PID)	day	\$195.00
PPE	ER-3-052	Monitor - Jerome 431 -X- (Hg)	day	\$225.00
PPE	ER-3-053	Monitor - Personal H2S	day	\$35.00
PPE	ER-3-054	Monitor - VOC	day	\$125.00
PPE	ER-3-055	Rescue Kit	day	\$125.00
PPE	ER-3-056	Respirator - 1/2 Face Disposable (OV, AG)	ea	\$25.00

PPE	ER-3-057	Respirator - 1/2 Face Disposable Dust Mask	ea	\$5.00
PPE	ER-3-058	Respirator - Full Face Cartridge (excludes cartridges)	day	\$40.00
PPE	ER-3-059	Respirator - Supplied Air	day	\$30.00
PPE	ER-3-060	Respirator - Supplied Air (5 minute escape pack)	day	\$35.00
PPE	ER-3-061	Respirator Cartridges (pair) AG	pair	\$16.50
PPE	ER-3-062	Respirator Cartridges (pair) HEPA	pair	\$12.00
PPE	ER-3-063	Respirator Cartridges (pair) Hg	pair	\$42.00
PPE	ER-3-064	Respirator Cartridges (pair) OV	pair	\$16.50
PPE	ER-3-065	Respirator Cartridges (pair) OV-AG	pair	\$21.00
PPE	ER-3-066	Rope Ladder	day	\$60.00
PPE	ER-3-067	SCBA - 30 minute - NFPA Approved	day	\$200.00
PPE	ER-3-068	SCBA - cylinder refill - 30 minute	ea	\$20.00
PPE	ER-3-069	SCBA - spare cylinder - 30 minute	day	\$15.00
PPE	ER-3-070	Signal Air Horn	ea	\$15.00
PPE	ER-3-071	Slicker Suit - Rain Gear - 2 pc.	ea	\$20.00
PPE	ER-3-072	Tripod w / Retrieval Winch	day	\$150.00
PPE	ER-3-073	Tyvek - Coveralls	ea	\$15.00
PPE	ER-3-074	Tyvek - Coveralls - Poly Coated	ea	\$20.00
PPE	ER-3-075	Tyvek - Coveralls - FRC Rated	ea	\$22.00
PPE	ER-3-076	Vest - Fluorescent Traffic Safety	day	\$5.00
PPE	ER-3-077	Waders, Chest	day	\$40.00
PPE	ER-3-078	Waders, Hip	day	\$30.00

Class Code - 4		Pumps / Hoses / Washing Equipment	UOM	Rate	Add'l
WASH	ER-4-010	Extended Wand 12' - 4,000 psi	day	\$95.00	
WASH	ER-4-011	Foot Pedal -10k	day	\$45.00	
WASH	ER-4-012	Hose, ADS 4" X 100'	roll	\$150.00	
WASH	ER-4-013	Hose, ADS 6" x 100'	roll	\$210.00	
WASH	ER-4-014	Hose, Air - 3/8" x 50'	day	\$15.00	
WASH	ER-4-015	Hose, Air / Water - 3/4" x 50' (Chicago)	day	\$15.00	
WASH	ER-4-016	Hose, Chemical Resistant - 2" x 25'	day	\$45.00	
WASH	ER-4-017	Hose, Chemical Resistant - 3" x 25'	day	\$55.00	
WASH	ER-4-018	Hose, Fire 1-1/2" x 100'	day	\$25.00	
WASH	ER-4-019	Hose, Fire 2-1/2" x 100'	day	\$40.00	
WASH	ER-4-020	Hose, Fittings and Adapters (Misc.)	ea / day	\$5.00	
WASH	ER-4-021	Hose, Hydroblast - 10,000 psi x 25'	day	\$40.00	
WASH	ER-4-022	Hose, Hydroblast - 20,000 psi x 25'	day	\$70.00	
WASH	ER-4-023	Hose, Pressure Washer - 5,000 psi x 50'	day	\$25.00	
WASH	ER-4-024	Hose, PVC -1" x 10'	day	\$10.00	
WASH	ER-4-025	Hose, Vacuum Truck - 2" x 25'	day	\$25.00	
WASH	ER-4-026	Hose, Vacuum Truck - 2" x 10'	day	\$10.00	
WASH	ER-4-027	Hose, Vacuum Truck - 3" x 25'	day	\$30.00	
WASH	ER-4-028	Hose, Wash Pump Discharge - 1-1/2" x 10 - 25'	day	\$15.00	
WASH	ER-4-029	Hose, Wash Pump Discharge (Layflat)1-1/2" x 50'	day	\$20.00	
WASH	ER-4-030	Hose, Wash Pump Suction - 2" x 10'	day	\$8.00	
WASH	ER-4-031	Hydro blaster - 10,000 psi (10K)	day	\$595.00	
WASH	ER-4-032	Hydro blaster - 20,000 psi (20K)	day	\$950.00	
WASH	ER-4-033	Metatarsal Foot Protection	day	\$25.00	
WASH	ER-4-034	Miscellaneous Tips / Fittings		cost+20%	
WASH	ER-4-035	Pressure Washer - 3,000 psi (gas engine)	day	\$150.00	
WASH	ER-4-036	Pressure Washer - 3,500 - 5,000 psi (hot water)	day	\$325.00	
WASH	ER-4-037	Pressure Washer Trailer Mounted (hot water)	day	\$325.00	
WASH	ER-4-038	Pump Double Diaphragm - 2" Aluminum	day	\$90.00	
WASH	ER-4-039	Pump Double Diaphragm 2" Poly	day	\$175.00	
WASH	ER-4-040	Pump Double Diaphragm 2" Stainless Steel	day	\$250.00	
WASH	ER-4-041	Pump Double Diaphragm 3" Poly	day	\$210.00	
WASH	ER-4-042	Pump Double diaphragm 3" Stainless Steel	day	\$310.00	
WASH	ER-4-043	Pump Double diaphragm 1" Poly	ea	\$155.00	
WASH	ER-4-044	Pump, Single Diaphragm 2"-engine (mud hen)	day	\$110.00	
WASH	ER-4-045	Pump, Disposable Drum	ea	\$21.00	
WASH	ER-4-046	Pump, Rotary Petroleum Fuel - Manuel	day	\$25.00	

Class Code - 4	Pumps / Hoses / Washing Equipment (cont.)	UOM	Rate	Add'l
WASH	WASH ER-4-045 Roto - Nozzle 10k	day	\$95.00	
WASH	WASH ER-4-046 Shotgun 10k	day	\$50.00	
WASH	WASH ER-4-047 Steam Cleaner - Self Contained	day	\$425.00	
WASH	WASH ER-4-048 Surface Cleaner - 3,000 psi	day	\$175.00	
WASH	WASH ER-4-049 Wash Pump 2" - diesel powered	day	\$110.00	
WASH	WASH ER-4-050 Wash Pump 2" - gasoline powered	day	\$90.00	
WASH	WASH ER-4-051 Wash Pump 3" - diesel powered	day	\$140.00	
WASH	WASH ER-4-052 Wash Pump 3" - gasoline powered	day	\$125.00	

Class Code - 5		Sorbents	UOM	Rate	Add'l
SORB	ER-5-011	Floor Gator - 50# bag	ea	\$25.00	
SORB	ER-5-012	Kitty Litter	ea	\$15.00	
SORB	ER-5-013	Mortar Mix, 40# bag	ea	\$18.00	
SORB	ER-5-014	Oil Avenger - Granular - 50# bag	ea	\$28.00	
SORB	ER-5-015	Oil Gator - 30# bag	ea	\$43.00	
SORB	ER-5-016	Oil Sponge - General Purpose - 30# bag	ea	\$33.00	
SORB	ER-5-017	Oil-Dri - Granular - 50# bag	ea	\$25.00	
SORB	ER-5-018	Peat Moss - 2 cu. ft.	ea	\$37.00	
SORB	ER-5-019	Snare Boom, Viscous Oil - 50' on Rope	ea	\$90.00	
SORB	ER-5-020	Snare, Viscous Oil 30 / bag	ea	\$75.00	
SORB	ER-5-021	Sorbent, Boom 5" x 10' - 4 / bale (petro)	bale	\$119.00	
SORB	ER-5-022	Sorbent, Boom 5" x 10' - 4 / bale (univ)	bale	\$135.00	
SORB	ER-5-023	Sorbent, Boom 8" x 10' - 4 / bale (petro)	bale	\$175.00	
SORB	ER-5-024	Sorbent, Boom 8" x 10' - 4 / bale (univ)	bale	\$200.00	
SORB	ER-5-025	Sorbent, Industrial Rug 36" x 300'	ea	\$255.00	
SORB	ER-5-026	Sorbent, Pads - 100 / bale (chem)	bale	\$70.00	
SORB	ER-5-027	Sorbent, Pads - 100 / bale (petro)	bale	\$62.00	
SORB	ER-5-028	Sorbent, Pads - 100 / bale (univ)	bale	\$105.00	
SORB	ER-5-029	Sorbent, Roll - 144' x 38" x 3/8" (petro)	ea	\$155.00	
SORB	ER-5-030	Sorbent, Sweep - 100' x 17" x 1/4"	ea	\$125.00	
SORB	ER-5-031	Sphag Sorb - 2 cu. ft.	ea	\$43.00	
SORB	ER-5-032	Vermiculite - 2 cu. ft.	ea	\$30.00	
SORB	ER-5-033	Zorbent, Absorbent material - 50# bag	ea	\$60.00	

Class Code - 6		Haz-Mat Equipment	UOM	Rate	Add'l
HAZ	ER-6-010	Betz" Emergency Offloading Valve	day	\$500.00	
HAZ	ER-6-011	Chlorine "A" Kit	day	\$500.00	
HAZ	ER-6-012	Chlorine "B" Kit	day	\$750.00	
HAZ	ER-6-013	Chlorine "C" Kit	day	\$1,000.00	
HAZ	ER-6-014	Coliwasa, Disposable Glass Tubing	ea.	\$20.00	
HAZ	ER-6-015	Compressor, Corken 2"	day	\$1,750.00	
HAZ	ER-6-016	Drill, Pneumatic	day	\$100.00	
HAZ	ER-6-017	HAZ-MAT Test Kit	day	\$125.00	+ \$ 30.00 / test
HAZ	ER-6-018	Laboratory Analysis		cost+20%	
HAZ	ER-6-019	Nitrogen, Gas Cylinder Refill	ea	\$35.00	
HAZ	ER-6-020	Nitrogen, Liquid Purge		cost+20%	
HAZ	ER-6-021	pH Meter	day	\$50.00	
HAZ	ER-6-022	pH Pen	day	\$25.00	
HAZ	ER-6-023	Safety Shower, Emergency - (portable)	day	\$125.00	
HAZ	ER-6-024	Sample Kit - Stainless Steel	day	\$25.00	
HAZ	ER-6-025	Sample Tubing - Tygon 1/4"	ft	\$3.00	
HAZ	ER-6-026	Sample, Soil Auger - Stainless Steel	day	\$75.00	
HAZ	ER-6-027	Stinger, 1-1/2" x 60" - PVC	day	\$25.00	
HAZ	ER-6-028	Stinger, 1-1/2" x 60" - Stainless Steel	day	\$50.00	
HAZ	ER-6-029	Tedlar Bag	ea	\$60.00	
HAZ	ER-6-030	Thermometer, Infrared	day	\$75.00	

Class Code - 7	Drums and Containers	UOM	Rate	Add'l
CONT	ER-7-010	Drum Dolly	day	\$40.00
CONT	ER-7-011	Drum Labels	ea	\$3.00
CONT	ER-7-012	Drum Lift - Forklift Attachment	day	\$40.00
CONT	ER-7-013	Drum Liner, 6 ml	ea	\$2.00
CONT	ER-7-013.5	Drum Liner, 6 ml (Roll) 50 / roll	roll	\$90.00
CONT	ER-7-014	Drum Patch Kit	ea	\$75.00
CONT	ER-7-015	Drum Sling	day	\$20.00
CONT	ER-7-016	Drum Wrench - Brass (Bung Wrench)	day	\$15.00
CONT	ER-7-017	Drum, 55 Gallons CT - Poly	ea	\$65.00
CONT	ER-7-018	Drum, 55 Gallons CT - Steel	ea	\$65.00
CONT	ER-7-019	Drum, 55 Gallons OT - Poly	ea	\$65.00
CONT	ER-7-020	Drum, 55 Gallons OT - Steel	ea	\$65.00
CONT	ER-7-021	Drum, 85 Gallons Salvage - Steel	ea	\$165.00
CONT	ER-7-022	Drum, 95 Gallon Over Pack - Poly	ea	\$310.00
CONT	ER-7-023	Frac Tank - 250 bbl capacity (mini)	day	\$55.00
CONT	ER-7-024	Frac Tank - 500 bbl capacity	day	\$75.00
CONT	ER-7-025	Frac Tank - 500 bbl capacity (Stainless)	day	\$175.00
CONT	ER-7-026	Lab Pack, 10 Gallon	ea	\$50.00
CONT	ER-7-027	Lab Pack, 5 Gallon	ea	\$40.00
CONT	ER-7-028	Poly Tanks 1,000 - 8,000 Gallons	day	cost+20%
CONT	ER-7-029	Roll Off Box, 20 - 30 cu. yd. (wt) Roll Top	day	\$75.00
CONT	ER-7-030	Roll Off Box, 20 - 30 cu. yd. (wt) Tarped	day	\$25.00
CONT	ER-7-031	Secondary Containment (Frac Tank)	day	\$55.00
CONT	ER-7-032	Tank Trailer - 150 bbl capacity	day	\$200.00
CONT	ER-7-033	Tote - Poly - 325 Gallons	day	\$75.00
CONT	ER-7-034	Vacuum Box, 25 cu. yd.	day	\$65.00

Class Code - 8		Miscellaneous Equipment	UOM	Rate	Add'l
MISC	ER-8-010	Air Compressor 12 cfm - Gasoline	day	\$90.00	
MISC	ER-8-011	Air Compressor 185 cfm - Diesel	day	\$250.00	
MISC	ER-8-012	Air Compressor 20 cfm - Gasoline	day	\$180.00	
MISC	ER-8-013	Air Compressor 375 cfm - Diesel	day	\$325.00	
MISC	ER-8-014	Barrier Tape	roll	\$29.00	
MISC	ER-8-015	Bill Of Lading	ea	\$2.00	
MISC	ER-8-016	Binoculars	day	\$10.00	
MISC	ER-8-017	Blower, Air Horn - Confined Space	day	\$50.00	
MISC	ER-8-018	Blower, Coppus - Confined Space	day	\$90.00	
MISC	ER-8-019	Chain 25' Tow	day	\$20.00	
MISC	ER-8-020	Chain Saw	day	\$125.00	
MISC	ER-8-021	Decon Pool, Equipment 20' x 100'	day	\$250.00	
MISC	ER-8-022	Decon Pool, Equipment 20' x 60'	day	\$210.00	
MISC	ER-8-023	Decon Pool, Equipment 20' x 50'	day	\$200.00	
MISC	ER-8-024	Drill, Pneumatic	day	\$100.00	
MISC	ER-8-025	Drop Light, Explosion Proof / Electric	day	\$90.00	
MISC	ER-8-026	Epoxy Stick	ea	\$12.00	
MISC	ER-8-027	Extension Cord - 100'	day	\$20.00	
MISC	ER-8-028	Fence - Safety Orange	roll	\$75.00	
MISC	ER-8-029	Flashlight	day	\$15.00	
MISC	ER-8-030	Generator 4 - 5 kw	day	\$175.00	+ fuel
MISC	ER-8-031	Generator 6 - 8 kw	day	\$250.00	+ fuel
MISC	ER-8-032	Generator 8 - 12 kw	day	\$325.00	+ fuel
MISC	ER-8-033	Grounding / Bonding Cables - Rods	day	\$25.00	
MISC	ER-8-034	Hand Cleaner	ea	\$15.00	
MISC	ER-8-035	Hand Tools (shovel, rake, net...)	day	\$15.00	
MISC	ER-8-036	Hand Tools (wrenches, sockets)	day	\$15.00	
MISC	ER-8-037	Heat Stress	man/day	\$10.00	
MISC	ER-8-038	Hole Saw - 2 - 1/2"	ea	\$25.00	
MISC	ER-8-039	Lockout - Tagout Kit	day	\$50.00	
MISC	ER-8-040	Manifest - Waste	ea	\$5.00	
MISC	ER-8-041	Mercon Wipes	ea	\$1.25	
MISC	ER-8-042	Mercury Indicator Powder - 250 grams	ea	\$62.50	
MISC	ER-8-043	Mercury Vacuum, Stainless Steel	day	\$225.00	
MISC	ER-8-044	Oxy - Acetylene Cutting Outfit	day	\$210.00	
MISC	ER-8-045	Paint, Ground Marking	can	\$12.00	
MISC	ER-8-046	Pallet Grabber	day	\$40.00	
MISC	ER-8-047	Pallet Jack	day	\$75.00	
MISC	ER-8-048	Personal Decontamination Brush	ea	\$8.00	
MISC	ER-8-049	Personal Decontamination Pool	ea	\$45.00	
MISC	ER-8-050	pH Strips (Box)	box	\$15.00	
MISC	ER-8-051	Pipeline Probe	day	\$15.00	
MISC	ER-8-052	Plug - N - Dike	can	\$21.00	
MISC	ER-8-053	Pollution Bags - 6 ml - (100 / roll)	roll	\$120.00	
MISC	ER-8-054	Pollution Can - 20 Gallon	ea	\$25.00	
MISC	ER-8-055	Pool, Personnel Decontamination	ea	\$22.00	

MISC	ER-8-056	Portable Lighting - Electric Halogen	day	\$70.00	
MISC	ER-8-057	Portable Lighting - Light Tower 6kW - 4 lamp	day	\$150.00	+ fuel
MISC	ER-8-058	Rags - Cotton 50# box (General Purpose)	box	\$40.00	
MISC	ER-8-059	Roll of Box Liner	ea	\$50.00	
MISC	ER-8-060	Rope 1/2" Poly x 600'	roll	\$75.00	
MISC	ER-8-061	Rope 1/4" Poly x 600'	roll	\$45.00	
MISC	ER-8-062	Rope 3/4" Poly x 600'	roll	\$85.00	
MISC	ER-8-063	Rope 3/8" Poly x 600'	roll	\$65.00	
MISC	ER-8-064	Sample Jar - 1/2 pint	ea	\$2.00	
MISC	ER-8-065	Sample Jar - pint	ea	\$2.00	
MISC	ER-8-066	Sample Jar - Quart	ea	\$2.00	
MISC	ER-8-067	Scare Cannon - Propane Operated (automatic)	day	\$200.00	
MISC	ER-8-068	Shop Vac - Wet / Dry	day	\$90.00	
MISC	ER-8-069	Stake, Wooden Survey	ea	\$2.00	
MISC	ER-8-070	T - Post 5' - Steel	ea	\$12.00	
MISC	ER-8-071	T- Post Driver	day	\$25.00	
MISC	ER-8-072	Tape, Chemical (PPE)	roll	\$33.00	
MISC	ER-8-073	Tape, Duct	roll	\$12.00	
MISC	ER-8-074	Tape, Flagging (fluorescent)	roll	\$9.50	
MISC	ER-8-075	Tape, Teflon	roll	\$5.00	
MISC	ER-8-076	Tiller, Gas Operated	day	\$115.00	
MISC	ER-8-077	Visqueen 20' x 100'	roll	\$90.00	
MISC	ER-8-078	Visqueen 40' x 100'	roll	\$140.00	
MISC	ER-8-079	Weed Eater (2 cycle)	day	\$90.00	
MISC	ER-8-080	Welding Machine	day	\$225.00	
MISC	ER-8-081	Welding Supplies	ea	cost 20%	
MISC	ER-8-082	Wheel - Measuring / Roller	day	\$20.00	
MISC	ER-8-083	Wheelbarrow	day	\$25.00	

Class Code - 9		Communications Equipment	UOM	Rate	Add'l
COMM	ER-9-010	Cellular Phone	day	\$25.00	
COMM	ER-9-011	Computer and Printer	day	\$75.00	
COMM	ER-9-012	Copier	day	\$90.00	
COMM	ER-9-013	Digital Camera	day	\$25.00	
COMM	ER-9-014	Facsimile Machine	day	\$50.00	
COMM	ER-9-015	Global Positioning System	day	\$40.00	
COMM	ER-9-016	Photos - Prints - Digital Copies		cost+20%	
COMM	ER-9-017	Radio, 2 way Hand Held	day	\$25.00	
COMM	ER-9-018	Radio, 2 way Hand Held - UL approved	day	\$50.00	
COMM	ER-9-019	Satellite Telephone		cost+20%	
COMM	ER-9-020	Video Camera	day	\$75.00	
COMM	ER-9-021	Trailer, Mobile Command Unit	Day	\$2,000.00	

Class Code - 10		Chemicals and Neutralizers	UOM	Rate	Add'l
CHEM	ER-10-010	Acetic Acid - 5 gallon pail	ea	\$85.00	
CHEM	ER-10-011	Acetic Acid - 55 gallon drum	ea	\$925.00	
CHEM	ER-10-012	Ammonia - Household	gal	\$8.00	
CHEM	ER-10-013	Bleach, Household 5% - 1 gallon	ea	\$5.00	
CHEM	ER-10-014	Citric Acid - 50# bag	ea	\$72.00	
CHEM	ER-10-015	D-Limonator - 5 gallon pail	ea	\$152.50	
CHEM	ER-10-016	D-Limonator - 55 gallon drum	ea	\$1,655.00	
CHEM	ER-10-017	Ecosorb - Mercapthan Neutralizer	gal	\$79.50	
CHEM	ER-10-018	Hydrochloric Acid - 30% solution	gal	\$8.50	
CHEM	ER-10-019	Hydrogen Peroxide - 55 gallon drum	ea	\$520.00	
CHEM	ER-10-020	Micro-Blaze - 5 gallon	ea	\$195.00	
CHEM	ER-10-021	Petro-Clean - 5 gallon	ea	\$182.50	
CHEM	ER-10-022	Petro-Clean 55 gallon	ea	\$1,750.00	
CHEM	ER-10-023	PS-51, Degreaser - 55 gallon drum		cost+20%	
CHEM	ER-10-024	Soda ASH - 50# bag	ea	\$21.00	
CHEM	ER-10-025	Sodium Bicarbonate - 50# bag	ea	\$36.00	
CHEM	ER-10-026	Sodium Carbonate (fly ash)		cost+20%	
CHEM	ER-10-027	Sodium Hydroxide - 50% solution	gal	\$50.00	
CHEM	ER-10-028	Sodium Hypochlorite - 10% solution	gal	\$7.50	
CHEM	ER-10-029	Vapor Scrub	gal	\$25.00	

Attachment "A" - 2011 Emergency Response Price Schedule
 Fuel Surcharge Letter / Schedule

At Anderson Pollution Control, Inc., we work diligently to provide you the best possible services at rates, which are highly competitive. Regrettably, due to the dramatic rise in the price for diesel fuel, we must ask that you accept a temporary increase in rates in the form of a fuel surcharge.

We will implement a fuel surcharge for all equipment such as (but not limited to) DOT trucks, pickup trucks, and / or any fuel burning equipment which is not noted as a "plus fuel" item on the preceeding price schedule. The surcharge will be determined in the following fashion taken from the the USDOE (United States Department of Energy) national average of diesel fuel pricing.

National Avg. Price / Gal		Surcharge Percent Applied to Hourly / Daily Rate of Equipment
\$2.10	\$2.19	14%
\$2.20	\$2.29	15%
\$2.30	\$2.39	16%
\$2.40	\$2.49	17%
\$2.50	\$2.59	18%
\$2.60	\$2.69	19%
\$2.70	\$2.79	20%
\$2.80	\$2.89	21%
\$2.90	\$2.99	22%
\$3.00	\$3.09	23%
\$3.10	\$3.19	24%
\$3.20	\$3.29	25%
\$3.30	\$3.39	26%
\$3.40	\$3.49	27%
\$3.50	\$3.59	28%
\$3.60	\$3.69	29%
\$3.70	\$3.79	30%
\$3.80	\$3.89	31%
\$3.90	\$3.99	32%
\$4.00	\$4.09	33%
\$4.10	\$4.19	34%
\$4.20	\$4.29	35%

Attachment "B" - 2011 Emergency Response Price Schedule
 Explanation / Clarification to Emergency Response Rate Schedule

Personnel:

Experienced supervisory, technical, and equipment operating personnel are available for emergency spill response and spill cleanup operations, 24 hours per day, 365 days per year. Normal hours of operation are from 0700 hours (7:00 a.m.) to 1600 hours (4:00 p.m.) Monday through Friday. All labor charges will be in accordance with Anderson Pollution Control, Inc. service receipts. Charges for personnel are portal to portal. Anderson Pollution Control, Inc. will invoice customer for personnel and the time required to mobilize, service, repair, and restock all vehicles and response equipment used in the performance of services. **Overtime Rates** for personnel will be charged at a rate of time and one half between 1600 hours (4:00 p.m.) and 0700 hours (7:00 a.m.) Monday through Thursday, and between the hours of 1600 hours and 0700 hours on Friday through 0700 hours on Monday. **Doubletime Rates** will be applied to the following National Holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. **A 4-hour minimum call-out charge will apply to all labor / equipment call-outs.**

In the event that Anderson Pollution Control, Inc. responds to a request from a governmental agency and/or third party and/or customer and/or on behalf of customer for record gathering and/or litigation support, including but not limited to any proceeding, deposition, hearing, or trial, and whether during the performance of services or any time after; Customer hereby agrees to and will pay to Anderson Pollution Control, Inc. the charges for the personnel provided and/or requested and/or required in the amount corresponding to the personnel designation in this rate sheet and will further reimburse Anderson Pollution Control, Inc. for reasonable expenses incurred as a result including transportation, parking and/or lodging if necessary.

Travel, Lodging, and Per Diem:

For all Anderson Pollution Control, Inc. employees and designees who do not reside in the local commuting area from the work site, a minimum Per Diem charge of \$ 125.00 per day per employee will be invoiced to the customer for such expenses incurred. Furthermore, any expenses for commercial transportation will be invoiced back to the customer at a rate of cost plus 20%.

Automotive Equipment:

All automotive equipment rate charges are portal to portal. A 4 hour minimum times will be charged on all call-out services. A mileage charge of \$ 0.50 per mile after the first 50 miles will be added to all automotive equipment. A fuel and insurance surcharge will be assessed on all autos and equipment. (See Attachment "A" for surcharge schedule). Fuel and insurance Surcharges are calculated on the hourly or daily rate of equipment / autos times the percentage applied based on National Diesel Fuel Price Average according to the USDOE.

Equipment Decontamination:

Spill control equipment is billed on a time and material basis from portal to portal, and will continue until decontamination or washout services are complete. Third party washout facility's charges will be billed at a rate of cost plus 20%.

Damaged or Contaminated Equipment Replacement:

If, during performance of a service and/or services for a customer, equipment sustains damage which renders the equipment beyond repair or renders decontamination impossible, said equipment will be subject to a replacement charge at Anderson Pollution Control, Inc.'s cost plus 20% unless said damage was sustained as a result of misuse by an Anderson Pollution Control, Inc. employee.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Fuel Surcharge:

A fuel surcharge will be assessed on all hourly/daily equipment /vehicle rate will be charged on all motorized equipment. The fuel surcharge calculation Anderson Pollution Control, Inc. is listed as "Attachment A" of this document. Charges will be assessed on equipment only. Further explanation of fuel surcharge calculations are also mentioned in the "Automotive Equipment" Section of this document.

Insurance:

The rates in the rate schedule include insurance coverage for Worker's Compensation, General Liability, Pollution and Automobile Liability. A Certificate of insurance will be forwarded upon request. These rates do **NOT** include work performed under the U.S. Longshoremen's and Harbor Workers Act (33 USC ss 9010950). For work performed under this statute, an additional 69% surcharge per \$ 100 00 of wages will be assessed on labor ONLY.

Stand-By Rates:

Stand-by rate will be equal to the daily rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Full rates will apply for personnel and per diem, while equipment will be billed at half the daily or hourly rate until utilized or released. A minimum daily charge of eight (8) hours per day will be billed for standby work done outside of 150-mile radius of employee's home office.

Place of Performance:

the procurement of Anderson Pollution Control, Inc.'s services may not be in the same county as the work-site area. Customer is obligated to make payment to Anderson Pollution control, Inc. in Montgomery County, Texas for services provided. Because this agreement has been procured and/or managed and administered by Anderson Pollution Control, Inc.'s corporate office in Montgomery County, Texas. The validity, interpretation, and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Montgomery County, Texas

Subcontract Services / Third Party Services:

A 20% handling charge will apply and be invoiced for all shipping and transportation of equipment, materials, and goods regardless of whether such equipment, materials, and goods appear on Anderson Pollution Control, Inc.'s rate schedule. This includes but is not limited to personnel, equipment, materials or goods, laboratory services, damage waivers and/or other services. Cost, as used herein, is defined as the amount invoiced to Anderson Pollution Control, Inc. by a third party supplier of materials, goods, personnel, equipment, and/or services.

Taxes:

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 become part of the total price payable by the customer. If a customer claims an exemption from payment of Texas Sales and Use Tax, the customer will be required to render an exemption certificate or a Resale Certification to Anderson Pollution Control, 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, the customer will pay directly the amount of any assessment or fee. In the event Anderson Pollution Control, Inc. pays any such foreign tax or fee directly, customer will promptly reimburse Anderson Pollution Control, Inc. for such amount.

Attachment "B" - 2012 Emergency Response Price Schedule (continued)
Explanation / Clarification to Emergency Response Rate Schedule

Terms:

The term of payment for all invoices is Net 15 days upon receipt of invoice in US Dollars (USD) (US\$). The balance of any invoice not timely paid will accrue a finance charge computed at the periodic rate of one and one half percent (1.5 %) per month beginning on the first day of the first month following any delinquency. Customer is obligated to make payment to Anderson Pollution Control, Inc. at it's principal office at 1011 West Lewis - Suite A -- Conroe, Texas 77301-2219 in Montgomery County, Texas.



**RESPONSE RATE SCHEDULE
GULF COAST REGION
APRIL 2013**

**Emergency Response Phone Number
(800) 4-GARNER
(800) 424-1716**

**DEER PARK OFFICE
1717 West 13th Street, Deer Park, Texas 77536
Office/Phone: (281) 930-1200/ (800) 424-1716 Fax: (281) 478-0296**

**LA MARQUE OFFICE
3197 Main Street, La Marque, Texas 77568
Office/Phone: (409) 935-0308/ (800) 935-0308 Fax: (409) 935-0678**

**PORT ARTHUR OFFICE
5048 Houston Avenue, Texas 77640
Office/Phone: (409) 983-5646/ (800) 983-7634 Fax: (409) 983-5851**

GARNER ENVIRONMENTAL SERVICES, INC.'S RESPONSE RATE SCHEDULE

Garner Environmental Services, Inc. is also referred to herein as "GESI". The person and/or entity (or both) procuring a response service from GESI is collectively referred to herein as "Customer". Reference herein to "rate schedule", "rate sheet", "rate" or "rates" means GESI's rates and terms set forth herein. These terms, rates and conditions of service apply to the services of GESI for Customer. A call for services by a Customer representative and/or a regulatory agency representative on behalf of Customer (a "call-out") will deem Customer's assent to these terms, rates and conditions of service without variance or addition. GESI hereby objects to and rejects any terms in Customer's purchase order or other Customer documents that are different or in addition to these terms, rates and conditions of service and such terms shall not constitute any part of the Agreement between GESI and Customer unless set forth in a written change order signed by both GESI and Customer specifically addressing GESI's Response Rate Schedule. In the event certain itemized rates or terms are negotiated post response, no such itemized post response rates will be allowed to apply retroactively and in order to be effective are subject to the following: the specific varying rates must be reflected in a separate, itemized schedule, i.e., not by entire rate schedule; and the separate, itemized variance in the rate schedule must be signed by both GESI and Customer authorized representatives in a writing bearing either a current date or prospective effective date. GESI's services are provided on a first-come, first serve basis subject to circumstances then existing and GESI reserves the right in its sole discretion to decline services.

INSURANCE The rates include insurance coverage for Worker's Compensation, General Liability/Pollution and Automobile Liability.

REPLACEMENT OF DAMAGED OR CONTAMINATED EQUIPMENT If, during performance of a service and/or services for a Customer, equipment and/or material sustain damage which renders the equipment and/or material beyond repair or renders decontamination impossible, Customer will incur a replacement charge for said equipment and/or material at GESI's cost plus 20% unless said damage was sustained as a result of misuse by GESI personnel.

ROLL-OFF BOXES Roll-Off Box delivery and pickup charges vary according to the distance from the site location. The Rate for roll-off box liners is \$55.00 each. Box Liners are not mandatory, but if the Roll-Off Box requires cleaning at the end of the rental period, the Customer will incur the cleaning charges.

STAND-BY RATES Stand-By Rates will be equal to the Daily Rates in this schedule unless otherwise agreed to in writing on a case-by-case basis. Customer will incur full rate charges for personnel and per diem. For all equipment dedicated exclusively for the Customer's use, whether on site or at an offsite staging location, Customer will incur charges at the full daily rate until decontamination is complete and the equipment is demobilized to the GESI designated location. For each person placed on standby, whether on site or at an offsite location, and who remain dedicated exclusively to Customer's response, Customer will incur charges at full rates for a minimum of eight (8) hours per day as well as full per diem rates, including in the event Customer cancels mobilization after call-out. Customer will incur additional shipment, delivery and freight charges for canceled call-outs.

DAILY RATE Wherever a DAILY RATE is referred to in these rates it means a shift or time period not exceeding twelve (12) hours, i.e. for a twenty-four (24) hour period, Customer incurs charges for two (2) days.

EQUIPMENT DECONTAMINATION / WASHOUT Time and Material charges are portal to portal and will continue through decontamination and/or washout of any and all equipment and personnel used on the job.

LIMITATION OF LIABILITY GESI warrants its services will be performed in a good and workmanlike manner in accordance with industry standards and applicable laws. GESI makes no other representations or warranty of any kind and all other representations and warranties are hereby disclaimed. Notwithstanding anything to the contrary elsewhere, including in any Customer document, policy or agreement, GESI shall not be liable for damages caused by delay in performance, or non-performance, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, tort or otherwise), and in no event shall GESI be liable to Customer or any third party, including any regulatory agency, for Customer's negligence, fault, omission, willful act, premises liability, strict liability, or status as generator and GESI disclaims any indemnity or hold harmless provision for the benefit of Customer in connection therewith. Further, in no event shall GESI's liability to Customer extend to include indirect, special, incidental, consequential, or punitive damages. The term "consequential damages" as used in these Terms shall include, but not be limited to, fines, penalties, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital, loss or damage to property or equipment, loss of reputation, or illness. GESI shall not be liable for damage resulting from delay in performance or for nonperformance, directly or indirectly caused by circumstances beyond the reasonable control of the party affected, including, but not limited to acts of God, fires, explosions, floods, war, acts of or authorized by any government, commission, agency or jurisdiction, accident, labor or storage trouble, or inability to obtain material, equipment or transportation.

TITLE Title to waste materials resulting from the cleanup and/or response services provided to Customer by GESI will not be transferred to GESI. Customer will at all times remain the "generator" of such materials for

regulatory purposes. Customer understands and acknowledges that Customer will arrange for transportation and/or disposal services. Provided, however, in the event Customer requests, and GESI agrees to assist with transportation and/or disposal of waste, Customer acknowledges that Customer is the generator, arranger and responsible party for all such waste. Customer retains the risk, responsibility and liability for any claims or allegations related to such waste including those for cost recovery or contribution under CERCLA or similar state laws or otherwise. Notwithstanding GESI's assistance which may be rendered to Customer as set forth above, Customer acknowledges that Customer retains sole responsibility for the storage handling, transportation, treatment, processing, and disposal of any wastes, pollutants, or contaminants that are the subject of GESI's response services for Customer as well as for full compliance with provisions of the Resource Conservation and Recovery Act, (CERCLA), as amended, the Toxic Substances Control Act, as amended and all other applicable federal, state, or local laws, statutes, or regulations governing the treatment, transportation, storage, release or disposal of waste material. Customer acknowledges that GESI is not and will not be considered (i) the owner of material, substances, or wastes noted in the Scope of Work; (ii) the operator of a facility; (iii) the generator, storer, or disposer of waste materials; and (iv) to have arranged for the transportation, disposal of any wastes, pollutants, or contaminants by virtue of the performance of response services or anything contained herein, as those terms are used in the Resource Conservation and Recovery Act, (CERCLA), as amended; the Toxic Substances Control Act, as amended, or any other federal or state statute or regulation governing the treatment, transportation, storage, or disposal of materials or wastes or liability related thereto.

SUBCONTRACT SERVICES / THIRD-PARTY SERVICES When GESI's equipment is available, Customer will incur charges for said equipment at rates published herein. For any item that is identified on this GESI rate schedule and which GESI acquires through or from a third party vendor or supplier, Customer will incur charges at the higher of GESI's rates or GESI's cost plus a 20% handling charge. Customer will incur a 20% handling charge for all shipping and transportation of equipment, materials and goods regardless of whether such equipment, materials and goods appear on GESI's rate schedule. In addition, for all items not listed on GESI's rate schedule, including but not limited to personnel, equipment, materials and goods, laboratory services, testing services, damage waivers and other services, Customer will incur charges at GESI's cost plus a 20% handling charge. Cost, as used herein, is defined as the amount invoiced to GESI by a third-party supplier of material and/or goods and/or material and/or labor and/or equipment and/or services.

TAXES 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 charges incurred by the Customer. If a Customer claims an exemption from payment of Sales and Use Tax, the Customer 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, duty or other fees alleged as owing to a foreign state or government, the Customer will pay directly the amount of any assessment or fee. In the event GESI pays any such foreign tax or fee, Customer will promptly reimburse GESI upon GESI's written notice to Customer setting forth the amount.

PAYMENT TERMS Customer incurred charges will be reflected on a GESI invoice, whether one or more. The term of payment for all invoices is *Net Payment Due Immediately Upon Receipt of Invoice in United States Dollars (US \$)*. Customer will incur late charges at the lessor of eighteen percent (18%) per annum or the maximum amount allowed by law on the balance of any invoice not timely paid from date of delinquency until fully paid. Customer is obligated to make payment to Garner Environmental Services, Inc. at its principal office at 1717 West 13th Street, Deer Park, TX 77536 in Harris County, Texas. Customer will remain liable to pay all invoiced amounts regardless of insurance or third party claims and/or adjustments or offsets proposed whether by: third party and/or customer insurance adjusters; customer quality assurance personnel; customer third party management auditors; and/or similarly employed personnel whether employed by Customer or procured on an hourly or commission basis or both. Customer will incur additional charges in an amount not less than that which corresponds to amounts withheld as a result of adjustments taken in Customer's discretion or items proposed to be disallowed on behalf of Customer by third party negotiators, customer quality assurance personnel, third party management, auditors and the like.

PLACE OF PERFORMANCE The procurement of Garner Environmental Services, Inc.'s services may not be in the same county as the work site area. Customer is obligated to make payment to Garner Environmental Services, Inc. in Harris County, Texas for services provided. Because this agreement has been procured in Harris County, Texas and is being managed and administered from Garner Environmental Services, Inc.'s central office in Harris County, Texas, this agreement is being performed in Harris County, Texas. The validity, interpretation and performance of the services and payment and the contents herein are to be interpreted and enforced pursuant to the laws of the State of Texas and any suit in connection herewith will be filed in Harris County, Texas.

PERSONNEL

Experienced consulting, supervisory, technical instructor and equipment operating personnel are available for complete emergency spill response and spill cleanup operations and vacuum service, 24 hours a day, 7 days a week. Straight time rates will be billed from 0800 (8:00 a.m.) through 1600 (4:00 p.m.) daily, Monday through Friday. All other non-holiday hours worked, including Saturday and Sunday will be billed at the Overtime rate. DOUBLE TIME RATES will be charged for all Garner recognized Holidays which include Christmas Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day. When these holidays fall on a weekend, the nearer weekday will be charged at the Overtime rate. Personnel charges are not included in Motorized/Automotive Equipment Rates. Personnel labor rates are charged portal to portal and invoiced in accordance with GESI service receipts (from mobilization through demobilization, service, repair and restocking of vehicles and equipment used in the performance of the services for Customer), with a 4-Hour Minimum Service Charge on All Labor Call-Outs.

- **TRAVEL, LODGING AND PER DIEM** For all employees who perform work at a location over 50 miles from the employee's normally assigned Garner Environmental Services, Inc. branch office, Garner Environmental Services, Inc. charges for employee travel to and from the work site on the basis of Garner Environmental Services, Inc.'s incurred costs plus 20% for all commercial transportation. A minimum Per Diem charge of \$150.00 per day for each such employee will be charged and due for each day that such employee is present in the locale of the work site. When working in high cost areas as defined by U.S. Government Travel Regulations, travel, lodging and per diem rates may increase. When work is performed in an area that has unusually high lodging/meal rates due to outside issues GESI reserves the right to increase the daily per diem to a fair and reasonable rate in order to cover lodging and meals.
- **SITE SAFETY** GESI reserves the right to mobilize one or more qualified safety officers to any response project to oversee site safety. The quantity of safety officers mobilized to a particular project will depend on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project, or until it is mutually agreed upon by GESI management and authorized Customer representatives that these services are no longer required.
- **HEAT STRESS/LUNCHES** Customer will incur charges of \$15.00 per man, per day for GESI to provide spill response personnel with drinking water and electrolyte drinks to be consumed throughout the work shift in an effort to maintain proper hydration levels in all weather conditions. Ice chests and ice shall also be provided by Garner Environmental Services. Daily lunches will be provided to all Garner Environmental Services response personnel working either in the field or in a command post setting unless previous arrangements have been made for Customer provided meals. Customer will incur charges for lunches provided by GESI, whether to GESI personnel, Customer personnel and third party personnel, i.e., regulatory agency or auditing personnel at the rate of GESI's Cost + 20%.
- **HAZ-MAT RATES** Haz-Mat rates will be charged for all persons on job when the material being dealt with has a hazard rating of two or greater on the NFPA 704 labeling system or hazardous material identifying system, or if a job requires the use of respiratory protection regardless if they are actually working in the exclusion zone or not.
- **MISCELLANEOUS SUPPORT SERVICES** In the event Garner Environmental Services, Inc. responds to a request from a governmental agency and/or third party and/or Customer and/or on behalf of Customer for record gathering and/or audit and/or litigation support services, including but not limited to testifying at any proceeding, deposition, hearing or trial, and whether during the performance of services or any time after, Customer will incur charges for the time and labor of personnel provided and/or requested and/or required, payable to GESI in accordance with the payment terms herein, in the amount(s) corresponding to the personnel designation in this rate sheet as well as for reasonable expenses incurred as a result, including for transportation, parking and/or lodging, if necessary. Additional PPE not listed site specific or specialty training may be billed to Customer at GESI's cost plus 20% when required for scope of work at Customers request.

PERSONNEL	Hourly Rate	
	Regular	Overtime
Project/Operations Manager	\$ 150.00	\$ 225.00
Health & Safety Manager	\$ 100.00	\$ 150.00
Site Manager/Superintendent	\$ 90.00	\$ 135.00
Site Safety Officer	\$ 65.00	\$ 97.50
Zone Manager	\$ 100.00	\$ 150.00
Project Accountant	\$ 75.00	\$ 112.00
Disposal Coordinator	\$ 60.00	\$ 90.00
Resource Coordinator	\$ 65.00	\$ 97.50
Clerk	\$ 42.00	\$ 63.00
Supervisor	\$ 63.00	\$ 94.50
Foreman	\$ 50.00	\$ 75.00
Technician	\$ 39.00	\$ 58.50
Operator, Special Equipment	\$ 54.00	\$ 81.00
Operator, Boat	\$ 45.00	\$ 67.50
Mechanic	\$ 85.00	\$ 127.50

HAZ-MAT	Regular	Overtime
Site Safety Officer	\$ 70.00	\$ 105.00
Supervisor, Haz-Mat	\$ 78.00	\$ 117.00
Foreman, Haz-Mat	\$ 65.00	\$ 97.50
Technician, Haz-Mat	\$ 50.00	\$ 75.00
Operator, Special Equipment	\$ 55.00	\$ 82.50
Operator, Boat	\$ 60.00	\$ 90.00
Technician, Sampling	\$ 55.00	\$ 82.50

RESCUE	Regular	Overtime
Rescue Supervisor	\$ 65.00	\$ 97.50
Rescue Technician	\$ 55.00	\$ 82.50

MOTORIZED / AUTOMOTIVE EQUIPMENT

Motorized/Automotive Equipment Rates Do Not Include Personnel Charges unless noted*. GESI will provide automotive equipment to transport personnel, equipment and materials as needed for the duration of the project. Motorized/Automotive equipment hourly rates are charged portal to portal (from mobilization through demobilization and decontamination), with a minimum charge of four (4) hours per item on all call-outs, through decontamination and/or washout of any and all equipment. Daily rates are not prorated. Motorized/Automotive equipment rates do not include toll charges traveling to and from job (decon, etc), which charges Customer will incur at cost plus 20%. Vehicle mileage, not exceeding 100 miles per day, is included in the day rate price for each vehicle. For vehicle mileage in excess of 100 miles per day, Customer will incur charges in the amount of: \$0.75 per mile for pickups and cars; and \$1.75 per mile for all others, including DOT vehicles.

Motorized Equipment rates (i.e. other than pickups, cars and DOT vehicles) do not include fuel and Customer will incur fuel charges.

A fuel surcharge will be added for all Motorized and Automotive Equipment based on the Hourly/Daily Equipment/Vehicle rate pursuant to the index on diesel cost per gallon as reported by the Department of Energy EIA Retail On-Highway Diesel Prices at www.eia.gov/petroleum/gasdiesel (GESI is not responsible for the information provided). "Daily" rate means a shift or period not exceeding twelve (12) hours. Fuel surcharge(s) will be invoiced as a separate line item. * The fuel surcharge percentage is adjusted every Monday of each week based upon the weekly U.S. National Average. The fuel surcharge chart provided (up to \$7.00) shows how surcharges are calculated based on fuel price range, i.e., if fuel rises above \$7.00, the fuel surcharge continues to increase 0.5% for every \$0.05 increase in fuel price:

Fuel Surcharge Table (prices per gallon)

At Least	But Less Than	Surcharge	At Least	But Less Than	Surcharge
\$2.95	\$3.00	18.50%	\$5.00	\$5.05	39.00%
\$3.00	\$3.05	19.00%	\$5.05	\$5.10	39.50%
\$3.05	\$3.10	19.50%	\$5.10	\$5.15	40.00%
\$3.10	\$3.15	20.00%	\$5.15	\$5.20	40.50%
\$3.15	\$3.20	20.50%	\$5.20	\$5.25	41.00%
\$3.20	\$3.25	21.00%	\$5.25	\$5.30	41.50%
\$3.25	\$3.30	21.50%	\$5.30	\$5.35	42.00%
\$3.30	\$3.35	22.00%	\$5.35	\$5.40	42.50%
\$3.35	\$3.40	22.50%	\$5.40	\$5.45	43.00%
\$3.40	\$3.45	23.00%	\$5.45	\$5.50	43.50%
\$3.45	\$3.50	23.50%	\$5.50	\$5.55	44.00%
\$3.50	\$3.55	24.00%	\$5.55	\$5.60	44.50%
\$3.55	\$3.60	24.50%	\$5.60	\$5.65	45.00%
\$3.60	\$3.65	25.00%	\$5.65	\$5.70	45.50%
\$3.65	\$3.70	25.50%	\$5.70	\$5.75	46.00%
\$3.70	\$3.75	26.00%	\$5.75	\$5.80	46.50%
\$3.75	\$3.80	26.50%	\$5.80	\$5.85	47.00%
\$3.80	\$3.85	27.00%	\$5.85	\$5.90	47.50%
\$3.85	\$3.90	27.50%	\$5.90	\$5.95	48.00%
\$3.90	\$3.95	28.00%	\$5.95	\$6.00	48.50%
\$3.95	\$4.00	28.50%	\$6.00	\$6.05	49.00%
\$4.00	\$4.05	29.00%	\$6.05	\$6.10	49.50%
\$4.05	\$4.10	29.50%	\$6.10	\$6.15	50.00%
\$4.10	\$4.15	30.00%	\$6.15	\$6.20	50.50%
\$4.15	\$4.20	30.50%	\$6.20	\$6.25	51.00%
\$4.20	\$4.25	31.00%	\$6.25	\$6.30	51.50%
\$4.25	\$4.30	31.50%	\$6.30	\$6.35	52.00%
\$4.30	\$4.35	32.00%	\$6.35	\$6.40	52.50%
\$4.35	\$4.40	32.50%	\$6.40	\$6.45	53.00%
\$4.40	\$4.45	33.00%	\$6.45	\$6.50	53.50%
\$4.45	\$4.50	33.50%	\$6.50	\$6.55	54.00%
\$4.50	\$4.55	34.00%	\$6.55	\$6.60	54.50%
\$4.55	\$4.60	34.50%	\$6.60	\$6.65	55.00%
\$4.60	\$4.65	35.00%	\$6.65	\$6.70	55.50%
\$4.65	\$4.70	35.50%	\$6.70	\$6.75	56.00%
\$4.70	\$4.75	36.00%	\$6.75	\$6.80	56.50%
\$4.75	\$4.80	36.50%	\$6.80	\$6.85	57.00%
\$4.80	\$4.85	37.00%	\$6.85	\$6.90	57.50%
\$4.85	\$4.90	37.50%	\$6.90	\$6.95	58.00%
\$4.90	\$4.95	38.00%	\$6.95	\$7.00	58.50%
\$4.95	\$5.00	38.50%			

*At GESI's discretion, in the alternative to a fuel surcharge, Customer will incur flat-rate fuel charges at GESI's cost plus 20%.

MOTORIZED / AUTOMOTIVE EQUIPMENT	Hourly Rate
15 Passenger Van	\$ 300.00 Daily
Air Scrubber, GES Vacuum Truck Mounted	\$ 25.00
Air Scrubber, Large Volume for Air Mover Trucks	\$ 100.00
ATV Utility Trailer	\$ 75.00 Daily
ATV, 4-Wheel	\$ 300.00 Daily
Backhoe (plus mobilization & demobilization)	\$ 550.00 Daily
Carbon for Air Scrubber, Large Volume for Air Mover Trucks, Consumables	Cost Plus 20%
Carbon for Air Scrubber, GES Vacuum Truck Mounted, Consumables	Cost Plus 20%
Master Command Trailer, 48' plus airtime and activation	\$ 1,800.00
MCC #1 Mobile Command & Control Trailer plus Fuel	\$ 300.00
Meyers Unit, Trailer Mounted	\$ 350.00 Daily
Mileage (after the first 100 miles (except pick-up trucks) Vacuum Trucks - Large Trucks	\$ 1.75
Mileage (after the first 100 miles for pick-up trucks)	\$ 0.75
Pick-Up Truck, 1 ton or smaller	\$ 200.00 Daily
Pick-Up Truck, 1 ton, 4x4	\$ 250.00 Daily
Pick-Up Truck, 1 ton, w/lift gate	\$ 225.00 Daily
Safety-Vac	\$ 60.00
Skid-Steer Loader (GES Owned)	\$ 300.00 Daily
Trailer, Boom, 20 foot	\$ 75.00 Daily
Trailer, Box 48'	\$ 200.00 Daily
Trailer, Box 53'	\$ 300.00 Daily
Trailer, Equipment Hauler, Gooseneck, 24 foot	\$ 75.00 Daily
Trailer, Haz-Mat Response, 24'	\$ 350.00 Daily
Trailer, Rescue/Emergency Response	\$ 200.00 Daily
Trailer, Response, Gooseneck, 32' Oil Response	\$ 350.00 Daily
Trailer, Response, Gooseneck, 32' Hazmat Response	\$ 450.00 Daily
Trailer, Transfer, Ship to Shore	\$ 125.00 Daily
Trailer, Utility	\$ 75.00 Daily
UTV, 4-Wheel Utility Vehicle (Side by Side)	\$ 425.00 Daily
Vacuum Truck, 70 bbl Capacity (GES Owned) Regular Time, Includes Driver	\$ 100.00
Vacuum Truck, 70 bbl Overtime, Includes Driver	\$ 130.00
Vacuum Truck, 70 bbl Capacity, (GES Owned) (Haz-Mat) Regular Time, Includes Driver	\$ 120.00
Vacuum Truck, 70 bbl Capacity, (GES Owned) (Haz-Mat) Overtime, Includes Driver	\$ 150.00
Vacuum Truck, 70 bbl Capacity, Stainless Steel Unit (GES owned) Regular Time, Includes Driver	\$ 120.00
Vacuum Truck, 70 bbl Capacity, Stainless Steel Unit (GES owned) Overtime, Includes Driver	\$ 150.00

MARINE EQUIPMENT	Daily Rate
Flat Boat 12'	\$ 100.00
Flat Boat, 14' to 16' w/o motor	\$ 115.00
Flat Boat, 14' to 16' w/motor	\$ 225.00
18'-22' Single engine boat	\$ 450.00
Response Boat, 24'- 27'	\$ 850.00
Response Boat, 28'-30'	\$ 900.00
Barge Boat, 24'-28'	\$ 950.00
Pontoon Boat w/motor	\$ 400.00
Piroque	\$ 40.00

CONTAINMENT BOOM	Daily Rate
Anchor buoys/markers	\$ 20.00
Boom Anchor, 18 lb.	\$ 45.00
Boom Anchor, 22 lb.	\$ 50.00
Boom Anchor, 40 lb.	\$ 65.00
Boom Anchor, 65 lb.	\$ 255.00
Boom Anchor, 85 lb.	\$ 345.00
Boom Lights	\$ 20.00
Containment Boom, 12"	\$ 1.25 Per Foot
Containment Boom, 18"	\$ 1.50 Per Foot
Containment Boom, 42"	\$ 5.00 Per Foot
Large Boom Magnets	\$ 50.00
Mini-Boom	\$ 1.10
Small Boom Magnets	\$ 25.00

SKIMMERS**Daily Rate**

	Daily Rate
Desmi Mini-Max	\$ 450.00
Disk Oil Skimmer (Includes power pack)	\$ 3,400.00
Drum Skimmer Double 36" Drum (includes air compressor & hoses)	\$ 815.00
Drum Skimmer, 24" Drum (includes air compressor & hoses)	\$ 635.00
Drum Skimmer, 36" Drum (includes air compressor & hoses)	\$ 785.00
Drum Skimmer, 36" Drum (includes Hydraulic Power Pad)	\$ 1,100.00
Oleophilic Pad Replacement, Marco Skimmer	Cost Plus 20%
RF Weir Skimmer	\$ 250.00
Skimmer, Acme Mdl 39-T, Vacuum / or Douglas Engineering Skim Pak	\$ 150.00
Skimmer Vessel, Marco, "Harbor 28"	\$ 5,000.00
Skimmer, Marco, "Sidewinder 14" (Includes power pack)	\$ 1,200.00
VSP Screw Pump Skimmer	\$ 1,800.00

SORBENT MATERIAL**Unit Rate**

	Unit Rate
Boom, Sorbent, 5"	\$ 90.00
Boom, Sorbent, 8"	\$ 145.00
Boom, Sorbent, Universal, 5"	\$ 155.00
Boom, Sorbent, Universal, 8"	\$ 180.00
Clean B	\$ 42.00
Floor Dry Clay Based Absorbent	\$ 25.00
Floor Gator, Granular, 50 lb bag	\$ 28.00
Industrial Rug, Sorbent, 36" x 150'	\$ 275.00
Oil Gator, 30 lb bag	\$ 45.00
Oil Hawg	\$ 35.00
Pad, Sorbent, 100 pad bale	\$ 70.00
Pad, Sorbent, Universal, Gray, 17" x 19" x 3/8", 100 pad bale	\$ 105.00
Peat Moss Sorbent, 2 cf x 20 lb bag	\$ 41.00
Roll, Sorbent, 1 roll bale	\$ 145.00
Snare Boom, Viscous Oil, 100'	\$ 200.00
Snare Boom, Viscous Oil, 50'	\$ 74.00
Snare, Viscous Oil	\$ 60.00
Sorbent, All-Purpose, Oil-Dry	\$ 14.00
Sphag Sorb, 2 cf x 24 lb bag	\$ 50.00
Sweep, Sorbent, 1 sweep bale	\$ 115.00
Zorbent, Absorbent Material	\$ 65.00

PUMPS AND HOSES**Daily Rate**

	Daily Rate
Compressor, Air, 11.8 cfm, 90 psi output + fuel (GES Owned)	\$ 185.00
DC Pump, on Dolly	\$ 100.00
Drum Pump, Poly	\$ 100.00
Hose, ADS 6"	\$ 2.50 Per Foot
Hose, Air 3/4" x 50'	\$ 45.00
Hose, Air 1" x 50'	\$ 50.00
Hose, Chemical Resistant, 1"	\$ 10.00 Per Foot
Hose, Chemical Resistant, 2"	\$ 2.00 Per Foot
Hose, Chemical Resistant, 3"	\$ 3.00 Per Foot
Hose, Fire, 50' section	\$ 50.00
Hose, Industrial/water	\$ 40.00
Hose, Set of suction & discharge hose for 2" wash pump	\$ 25.00
Hose, Suction/Discharge, 2"	\$ 1.75 Per Foot
Hose, Suction/Discharge, 3"	\$ 2.25 Per Foot
Power Pack, Hydraulic, 50 hp or less	\$ 500.00
Pump, 1" Poly Diaphragm/Stainless	\$ 150.00
Pump, 2" Blackmere Vane, (Hydraulic)	\$ 350.00
Pump, 2" Diaphragm	\$ 150.00
Pump, 2" Stainless Steel Diaphragm	\$ 275.00
Pump, 3" Diaphragm	\$ 325.00
Pump, 3" Diaphragm, Diesel	\$ 375.00
Pump, 3" Diaphragm, Stainless	\$ 375.00
Pump, Hand Plastic, Each	\$ 28.00
Pump, Wash (with suction & discharge hose & nozzle)	\$ 140.00
Rebuild Kit, Diaphragm Pump, Each	\$ 550.00

SPECIALTY EQUIPMENT**Hourly Rate**

SP-30, 3"/6" Submersible Pump with Crane and Jetter Head	\$	185.00
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COMMUNICATIONS EQUIPMENT**Daily Rate**

Cellular Telephone (Each)	\$	25.00
Computer, Laptop/Desktop w/Printer	\$	100.00

HAZ-MAT EQUIPMENT**Daily Rate**

Betz Emergency Off-Loading Valve	\$	500.00
Chlorine Emergency Kit "A"	\$	500.00
Chlorine Emergency Kit "B"	\$	750.00
Chlorine Emergency Kit "C"	\$	1,000.00
Cylinder Refill, Nitrogen, Each	\$	50.00
Decontamination Kit (Pool, Brush, Bucket, Soap), Each	\$	60.00
Vacuum Cleaner, Stainless Steel, Mercury, HEPA	\$	250.00

MONITORING EQUIPMENT**Daily Rate**

4/5-Gas Meters	\$	125.00
Benzene Tubes, Each	\$	11.00
Black Light, Mercury Detection	\$	40.00
Chemsticks	\$	15.00
Coconut Charcoal VOC Sampling Tubes	\$	5.00
Colorimetric Tube Hand Pump	\$	30.00
Crowcon Monitor, 5 gas	\$	150.00
Drager CMS Unit	\$	300.00
FID Detector Hydrogen Refill	\$	100.00
FID Detector, Handheld	\$	200.00
Hamby Soil Sampling Test, Each	\$	45.00
Infrared Thermometer	\$	50.00
Intrinsically Safe Thermometer (laser)	\$	15.00
Jerome Mercury Vapor Analyzer	\$	300.00
ph Meter	\$	30.00
ph Strips Box	\$	25.00
Photoionization Detector (PID), MiniRae	\$	150.00
Photoionization Detector, Ultra (PID), Ultra MiniRae	\$	150.00
Quad Gas Calibration Gas – One (1) Calibration	\$	25.00
Radiation Monitor	\$	75.00
Single Calibration Gas – One (1) Calibration	\$	20.00
Smart Strips	\$	35.00
Tedlar Bag w/Stainless Fittings – 1 Liter	\$	26.00
Tedlar Bag w/Stainless Fittings – 5 Liter	\$	40.00
VOC Tubes, Each	\$	11.00

RESCUE EQUIPMENT**Daily Rate**

Air Horn 6"	\$	25.00
Confined Space Rescue Kit	\$	325.00
Coppus Blower	\$	60.00
Harness, Safety, w/lanyard	\$	35.00
Replacement of Equipment		Cost Plus 20%
Retrieval, System Tripod	\$	105.00
Safety Lifeline	\$	25.00

PERSONAL PROTECTIVE EQUIPMENT	Unit / Daily Rate
(CPF 1) / PCT Tyvek Types, Each	\$ 10.00
(CPF 2) / Saranex Types, Each	\$ 50.00
(CPF 3), Each	\$ 105.00
Boot, Chemical, NFPA Approved, Pair	\$ 90.00
Boot, Rubber, Steel-toe, Pair	\$ 45.00
Boot, Tingley, Pair	\$ 130.00
Booties, Latex, Pair	\$ 7.00
Bunker Gear (Pants, Coat, Gloves, Helmet, Boots), Daily	\$ 250.00
Chest Waders, Daily	\$ 50.00
Cool Vest, Daily	\$ 50.00
Glove, "Black Knight", (PVC) Pair	\$ 5.50
Glove, "Silver Shield", Pair	\$ 8.00
Glove, Butyl, Pair	\$ 25.00
Glove, Latex, Sample, Pair	\$ 1.00
Glove, Leather, Pair	\$ 10.00
Glove, Liner, Cotton, Pair	\$ 1.00
Glove, Neoprene, Pair	\$ 6.00
Glove, Nitrile, Inner, Pair	\$ 1.00
Glove, Nitrile, Outer, Pair	\$ 50.00
Glove, Viton, Pair	\$ 75.00
Level A Responder Types, Each	\$ 1,350.00
Level B Encapsulated CPF 4 Types, Each	\$ 225.00
Level D, PPE, (Steel Toe Boots, Hard Hat, Gloves and Safety Glasses) Each	\$ 45.00
Life Jacket, Daily	\$ 10.00
Road Safety Vest, Daily	\$ 5.00
Safety Goggles/Glasses, Each	\$ 4.00
Slicker Suit, Rain, Each	\$ 25.00
Suit, Acid, Each	\$ 47.50

RESPIRATORY PROTECTION □	Unit Rate
Air Regulator	\$ 50.00
Breathing Air Cylinder	\$ 30.00
Breathing Air Cylinder Refill	Cost Plus 20%
Breathing Air Hose, 50' Section	\$ 25.00
Cart, Air w/two Air Cylinder	\$ 95.00
Escape Mask	\$ 100.00
Escape Pack	\$ 125.00
Full-Face Respirator (includes first Cartridge set)	\$ 50.00
Half-Face Respirator (Organic Mask, Disposable), Each	\$ 29.00
Half-Face Respirator w/o cartridges, Each	\$ 14.00
Respirator Cartridge, HEPA, Each	\$ 10.00
Respirator Cartridge, HEPA/OV/AG, Pair	\$ 30.00
Respirator Cartridge, Mercury Vapor, Pair	\$ 60.00
Self-Contained Breathing Apparatus (SCBA)	\$ 225.00
Self-Contained Breathing Apparatus (SCBA) Refill	\$ 25.00

SAMPLING AND TESTING EQUIPMENT AND SUPPLIES**Unit Rate**

		Unit Rate
Drum Thief Sampling Tubes	\$	16.00
Haz-Cat Sampling Kit, per test	\$	50.00
Hydrocarbon Test Kit	\$	50.00
Lab Analysis, Accredited Third Party		Cost Plus 20%
Mercury Test Kit	\$	50.00
PCB Wipe Test Kit	\$	60.00
Personnel Sampling Pump	\$	50.00
pH Paper (Roll or Box)	\$	25.00
Pipettes, Glass	\$	5.00
Sample Bomb	\$	120.00
Sample Jars	\$	10.00
Sample Storage	\$	20.00
Shippers, Sample Jar (plus postage)	\$	50.00
Soil Sampling Kit	\$	35.00
Waste Disposal – Profile Charge	\$	150.00

CHEMICALS**Unit Rate**

A+ Microbes, 1 lb	\$	60.00
Acetic Acid, 5 gl	\$	83.00
Acetic Acid, Glacial, 5 gl pail	\$	88.00
Acetic Acid, Glacial, 55 gl. Drum	\$	530.00
Acetic Acid, Industrial Grade, 56% pure, 55 gl drum	\$	450.00
Ammonia	\$	9.00
B Microbes, 1 lb	\$	60.00
Bleach	\$	9.00
Boric Acid, 5%, 50 lb bag	\$	97.00
Citric Acid, 50%, Grade B, 575 lb drum	\$	165.00
Degreaser/Solvent, 1 gl container	\$	50.00
Dry Booster, 1 lb	\$	60.00
Ecosorb (Mercaptan Neutralization)	\$	85.00
Micro-Blaze Out, Firefighting Agent, 5 gl pail	\$	225.00
Micro-Blaze, Emergency Liquid Spill Control, 5 gl bucket	\$	225.00
PES-51, Organic Bio-Cleanser, Oil Release Agent, 1gal container	\$	68.00
PES-51, Organic Bio-Cleanser, Oil Release Agent, 5 gal bucket	\$	340.00
PES-51, Organic Bio-Cleanser, Oil Release Agent, 55 gal drum	\$	3,740.00
Petro-Clean, Spill Control Liquid, 250 gl tote	\$	9,375.00
Petro-Clean, Spill Control Liquid, 300 gl tote	\$	11,250.00
Petro-Clean, Spill Control Liquid, 5 gl pail	\$	205.00
Petro-Clean, Spill Control Liquid, 55 gl drum	\$	2,065.00
Reagent, Miscellaneous		Cost Plus 20%
Soda Ash, Dense, 50 lb bag	\$	45.00
Sodium Bicarbonate, 50 lb bag	\$	40.00
Sodium Hypochlorite, Liquid, 1 gl	\$	9.00
Tegra, Solve H, 55 gl drum	\$	1,760.00
Z Microbes, 1 b	\$	60.00

MISCELLANEOUS EQUIPMENT**Unit Rate**

12 Ton air conditioning system for Drash style tents (plus fuel)	\$	900.00
20' x 30' Drash style tent w/floor	\$	250.00
20' x 40' Drash style tent w/o floor or doors	\$	300.00
Air Tools	\$	50.00
Back-Pack Blower	\$	45.00
Barricade Tape Roll, each	\$	30.00
Break Area (tent, bench, chairs, ice chest) Day, Per Break Area	\$	135.00
Camera, Digital	\$	50.00
Chain Saw	\$	75.00
Chemical, Tape Roll	\$	35.00
Diesel Fuel (Other than listed under Motorized / Automotive Equipment)		Cost Plus 20%
Drum Crusher	\$	350.00
Drum Dolly	\$	25.00
Drum Sling	\$	25.00
Drum, Grabber Forklift	\$	100.00
Duct Tape, 2" x 60 yd, each	\$	10.00
Epoxy Stick Sealant, each	\$	12.00
Eye Wash Station	\$	35.00
Face Shield with Bracket	\$	35.00
Formal Job Report with photos (max. 27 exposures)	\$	150.00
Gasoline (Other than listed under Motorized / Automotive Equipment)		Cost Plus 20%
Generator, 4 kw	\$	110.00
Grounding Kit	\$	50.00
Hand Tool (Pitch Fork, Rake, Shovel, Squeegee, etc)	\$	17.00
Heat Stress Relief Supplies (per person)	\$	15.00
Ladder (Extension)	\$	35.00
Ladder (straight, Rope, Folding)	\$	25.00
Pallet Jack	\$	50.00
Photo-Processing, each frame	\$	2.50
Portable Heaters, each	\$	25.00
Rags/Wipes, Colored, 50 lb box, each	\$	52.00
Rope, Cotton, 1/4" x 100', each	\$	30.00
Rope, Polypro, 1/2" x 600', each	\$	75.00
Rope, Polypro, 1/4" x 600', each	\$	40.00
Saw, Air Powered	\$	75.00
Saw, Portable	\$	75.00
Scare Cannon plus Fuel	\$	75.00
Sewer Plug	\$	100.00
Sprayer, Pump, Hand-Held	\$	30.00
Stainless Steel Stinger, 2"	\$	50.00
Traffic Safety Cone, each	\$	8.50
Vacuum Cleaner, Wet/Dry	\$	50.00
Visquine Sheeting, 20' x 100' x 6 ml, each	\$	110.00
Weed Eater, Commercial	\$	75.00
Wheelbarrow	\$	25.00

GARNER ENVIRONMENTAL SERVICES, INC.
1717 West 13th Street
Deer Park, Texas 77536
Telephone: (281) 930-1200
Fax: (281) 478-0296

RESPONSE EQUIPMENT LISTING

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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BOOM TYPE CODE		END CONNECTOR CODE	
F	Fence	ASTM	ASTM Std (D962-86)
FR	Fire	BOLT	Bolt Connector
PI	Inflatable (Press)	HP	Hinge & Pin
SI	Inflatable (Self)	Z	Quick-Connect Z
MR	Marsh (Upper air chamber with lower water chamber)	RC	Raised Channel
R	Round	SNAV	Slide (US Navy)
SB	Weir Boom	SLOT	Slotted Tube
OT	Other	US1	Universal Slide Type 1
		US2	Universal Slide Type 2
		OT	Other

BOOM EQUIPMENT									
Name of Manufacturer	Model Number	Boom Type Code	Invent Length (feet)	Skirt Size (in.)	Float Size (in.)	End Connector Type Code	Time to Deploy	Storage Location	Owner
Acme Products Co.	OK CORRAL	R	13,330	12	6	Z	6.0	Deer Park	Garner
Acme Products Co.	SUPER-MINI	R	350	4	2.5	BOLT	2.0	Deer Park	Garner
Acme Products Co.	OK CORRAL	R	16,900	12	6	Z	6.0	La Marque	Garner
Acme Products Co.	OK CORRAL	R	5,000	12	6	Z	2.5	Port Arthur	Garner
Acme Products Co.	SUPER-MINI	R	100	4	2.5	BOLT	0.5	Port Arthur	Garner
Acme Products Co.	OK CORRAL	R	34,000	12	6	Z	6.0	Port Arthur	Garner

Corporate	Response Equipment Listing	Equipment Listing
Operations		June 2011

COMMUNICATIONS TYPE CODES			
AF	Aviation Frequency	MF	Marine Frequency
CP	Cellular Phone	PAG	Pager
COM	Command Post	PHH	Portable Hand Held
MOD	Computer w/modem	SSB	Single Side Band
FAX	Facsimile	TP	Telephone
FBS	Fixed Base Station	OT	Other

COMMUNICATIONS EQUIPMENT										
Name of Manufacturer	Model Number	Comm Type	Nr. of Units	Frequency	Band	Range (miles)	Field Tunable		Storage Location	Owner
							Yes	No		
40' Garner Command Post		COM	1					X	Deer Park	Garner
26' Communications Trailer	MCC1	COM	1	931.462			X		Deer Park	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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RESPONSE VEHICLES

Name of Manufacturer	Response Vehicle	Number of Units	Wide Load Permit Needed		Storage Location	Owner
			Yes	No		
Wabash	48' Box Vans, Sorbent Boom Trailers	2		X	Deer Park	Garner
Fruehauf	48' Box Van, Sorbent Boom Trailer	1		X	Deer Park	Garner
Ford/Chevy	Pick-up Truck, 1 ton	20		X	Deer Park	Garner
Sooner	Emergency Response Trailer, 32'	3		X	Deer Park	Garner
Modern Mfg.	Boom Trailer, 20' Gooseneck	4		X	Deer Park	Garner
Ford/Chevy	Pick-up Truck, 1 ton (2 Deer Park & 4 Port Arthur)	6		X	Deer Park / Port Arthur	Garner
Ford/Chevy	Pick-up Truck, 1 ton	14		X	La Marque	Garner
Sooner	Emergency Response Trailer, 32'	1		X	La Marque	Garner
Modern Mfg.	Boom Trailer, 20' Gooseneck	3		X	La Marque	Garner
Iron Horse	Boom Trailer, 20 Gooseneck	3		X	La Marque	Garner
Modern Mfg.	Spill Trailer, 16' Lo-Boy	4		X	La Marque	Garner
Modern Mfg.	Haz-Mat Spill Trailer, 20'	2		X	La Marque	Garner
Ford	Pick-up Truck, 1 ton	7		X	Port Arthur	Garner
Sooner	Emergency Response Trailer, 32"	1		X	Port Arthur	Garner
Modern Mfg.	Trailer, Spill Response, 16' Lo-Boy	1		X	Port Arthur	Garner
Modern Mfg.	Boom Trailer, Gooseneck, 20'	3		X	Port Arthur	Garner
Gemini Cargo	Trailer, Haz-Mat, 19'	1		X	Port Arthur	Garner
Modern Mfg.	Spill Trailer, 20' Lo-Boy	2		X	Port Arthur	Garner
Modern Mfg.	Boom Trailer, Gooseneck, 20'	2		X	Port Arthur	Garner
Great Dane	53' Box Van, Hard Boom	3		x	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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BOOM EQUIPMENT

Name of Manufacturer	Model Number	Equipment Type	Quantity	Storage Location	Owner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	13	Deer Park	Garner
Polycord	600x1/4	Rope, Polypropylene, 1/4" x 600'	3	Deer Park	Garner
Polycord	600x1/2	Rope, Polypropylene, 1/2" x 600'	5	Deer Park	Garner
Polycord	600x3/8	Rope, Polypropylene, 3/8" x 600'	1	Deer Park	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	4	Deer Park	Garner
U.S. Anchor Mfg. Inc.	100#	Anchor, Galvanized Steel, 100 Lb. Danforth Style	13	Deer Park	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	20	Deer Park	Garner
Polycord	600 x1/4	Rope Polypropylene, 1/4" x 600'	3	Deer Park	Garner
Polycord	600 x 1/2	Rope Polypropylene, 1/2 " x 600'	1	Deer Park	Ganrer
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 18 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg., Inc.	40 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	0	Deer Park	Garner
U.S. Anchor Mfg. Inc.	100 #	Anchor, Galvanized Steel, 100 #, Danforth Style	13	Deer Park	Ganrer
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	2	La Marque	Garner
Polycord	600 x1/4	Rope Polypropylene, 1/4" x 600'	5	La Marque	Garner
Polycord	600 x 1/2	Rope Polypropylene, 1/2 " x 600'	5	La Marque	Garner
U.S. Anchor Mfg., Inc.	22#	Anchor, Galvanized Steel, 22 lb., Danforth Style	8	La Marque	Garner
U.S. Anchor Mfg., Inc.	40#	Anchor, Galvanized Steel, 40 lb., Danforth Style	5	La Marque	Garner
Norfloat	A2	Buoy, Anchor Marker, Inflatable, 18" dia.	8	Port Arthur	Garner
Polycord	600 x 1/4	Rope Polypropylene 1/4 " x 600 '	5	Port Arthur	Garner
Polycord	600 x 1/2	Rope Polypropylene 1/2 " x 600'	5	Port Arthur	Garner
U.S. Anchor Mfg., Inc.	22 #	Anchor, Galvanized Steel, 22 lb., Danforth Style	12	Port Arthur	Garner
U.S. Anchor Mfg., Inc.	75#	Anchor, Galvanized Steel, 75 lb., Danforth Style	6	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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AIR MONITORING EQUIPMENT

Name of Manufacturer	Miscellaneous Equipment	Number of Units	Storage Location	Owner
Rae Systems	Mini RAE 2000	1	Deer Park	Garner
Airzona Instruments	Jerome X431	3	Deer Park	Garner
Ludlum	Model # 3	1	Deer Park	Garner
BW	Gas Alert Micro 5 PID	2	Deer Park	Garner
BW	4 Gas	6	Deer Park	Garner
BW	Gas Alert Micro 5	4	Deer Park	Garner
Ludlum	2241-2 Radiation Monitor	1	Deer Park	Garner
Sper Scientific	PH Meter	1	Deer Park	Garner
Dexsil	PetroFlag Hydrocarbon Test Kit	1	Deer Park	Garner
Chlorine	AC/ Kit	1	Deer Park	Garner
Rae	Mini Rae	4	La Marque	Garner
BW	Micro 5	4	La Marque	Garner
Rae	Ultra	4	La Marque	Garner
BW	4 Gas	1	La Marque	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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	Specialty Equipment			
Name of Manufacturer		Number of Units	Storage Location	Owner
Scott	Self Contained Breathing Apparatus(SCBA) with 12 extra bottles / Scott	12	Deer Park	Garner
	Bezt Valve / Off Loading Valve	2	Deer Park	Garner
	Chorine Emergency Kit A	1	Deer Park	Garner
	Chorine Emergency Kit B	1	Deer Park	Garner
	Chorine Emergency Kit C	1	Deer Park	Garner
	Vacuum Cleaner / Stainless Steel, Mercury, HEPA	3	Deer Park	Garner
	Cameras / Digital	10	Deer Park	Garner
	Confine Space Rescue Kits	2	Deer Park	Garner
	Coppus Blowers	2	Deer Park	Garner
	Air Compressors 11.8 cfm 90 psi	6	Deer Park	Garner
	Drum Crushers / Diesel Power	1	Deer Park	Garner
	Drum Crabber	5	Deer Park	Garner
	Generators	0	Deer Park	Garner
	Decontamination Pools 20" x 100'	2	Deer Park	Garner
	Fan, Ventilation 48'	3	Deer Park	Garner
	Artic Cat, Four Wheeler	2	Deer Park	Garner
	Light Stands	5	Deer Park	Garner
	Air Compressors (Portable)	5	La Marque	Garner
	HEPA Vacuums	0	La Marque	Garner
	Cameras / Digital	2	La Marque	Garner
	Artic Cat, Four Wheeler	2	La Marque	Garner
	Generators	4	La Marque	Garner
	Scare Guns	3	Port Arthur	Garner
	Self Contain Breathing Apparatus (SCBA)	10	Port Arthur	Garner
	Cameras / Digital	1	Port Arthur	Garner
	Chlorine Emergency Kit "C"	1	Deer Park	Garner
	Midland Kit	1	Deer Park	Garner
	Railcar Haz Hammock	1	Deer Park	Garner
	Mercury Vacuum	3	Deer Park	Garner
	Carbon Filter Systems	1	Deer Park	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011		
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	Specialty Equipment / Continued			
	Wet & Dry Vacuum with HEPA Filter	1	Deer Park	Garner
	100 Watt Explosion Proof Light Sets	2	Deer Park	Garner
	Decon Pools 4' x4' x14' 5"	2	Deer Park	Garner
	Spill Guard 6' x 4' x8"	1	Deer Park	Garner
	Drum Dolly	4	Deer Park	Garner
	3/4 " Core Sampler	1	Deer Park	Garner
	Soil Sampler (boring) Kit	1	Deer Park	Garner
	Self Contained Breathing Apparatus (SCBA)	9	Deer Park	Garner
	Generators (Portable)	0	Deer Park	Garner
	Weed Eaters	2	Deer Park	Garner
	Air Compressors (Portable)	9	Deer Park	Garner
	Light Stand (Portable)	10	Deer Park	Garner
	Coppus Blower	1	Deer Park	Garner
	Chain Saw	3	Deer Park	Garner
	Tank Truck Emergency Transfer Valve	1	Deer Park	Garner
	Air Horn, 6"	1	Deer Park	Garner
	Fan Ventilation, 48"	1	Deer Park	Garner
	Fan Ventilation, 16" Port A Cool with water Mister	1	Deer Park	Garner
	Digital Cameras	4	Deer Park	Garner
	Coppus Blowers	1	Port Arthur	Garner
	Air Compressors	3	Port Arthur	Garner
	Scare Guns	4	Port Arthur	Garner
	Pressure Washers	0	Port Arthur	Garner
	Weed Eaters	1	Port Arthur	Garner
	Artic Cat , Four Wheeler	1	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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A	Auger/Screw	D	Diesel
C	Fire	E	Electric
P	Parastolic	G	Gasoline
R	Reciprocating	H	Hydraulic
I	Rotary/Flexible impeller	P	Pneumatic
OT	Other	OT	Other

PUMP EQUIPMENT								
Name of Manufacturer	Model Number	Pump Type Code	Drive Type Code	Suction/ Discharge Size (inches)	Mfg. Pump Rate (gpm)	Quantity	Storage Location	Owner
Aro/Ingersoll Rand	KO176-44	P	P	1.0	120	2	Deer Park	Garner
Honda	WXT-20	G	I	2.0	180	15	Deer Park	Garner
Yanmar	LD-40/2	D	I	2.0	180	2	Deer Park	Garner
Honda	WXT-30	G	I	3.0	275	1	Deer Park	Garner
Wilden	Model M	P	P	3.0	240	5	Deer Park	Garner
Versa-Matic		OT	P	2.0	140	1	Deer Park	Garner
Versa-Matic		OT	P	1.5	140	1	Deer Park	Garner
Honda	EPT2	G	I	3.0	275	1	Deer Park	Garner
Wisconsin/Multi Quip		D	I	3.0	185	1	Deer Park	Garner
Yamada	POLY	P	P	3.0	200	1	Deer Park	Garner
Various		D	I	2.0	200	5	Deer Park	Garner
Various		G	I	2.0	190	2	Deer Park	Garner
Versamatic	STAINLESS	P	P	2.0	140	2	Deer Park	Garner
Honda	WXT-20	G	I	2.0	180	1	La Marque	Garner
Yanmar	LD-40/2	D	I	2.0	180	5	La Marque	Garner
Wilden	Model M	OT	P	3.0	240	0	La Marque	Garner
Acme Products Co., Inc.	FS-150A	G	I	1.5	275	1	Port Arthur	Garner
Honda	WXT-20	G	I	2.0	180	6	Port Arthur	Garner
Yanmar	LD-40/3	D	I	2.0	200	2	Port Arthur	Garner

Corporate	Response Equipment Listing	Equipment Listing
Operations		June 2011

RESPONSE BOAT TYPE CODES		TRANSPORTATION METHOD CODES	
BAY	Bay Waters	NT	Normal Trailer
JB	Jon Boat	WO	Water Only
LFB	Large Flat Bottom	WL	Wide load Trailer
OFF	Offshore	OT	Other
PRO	Protected Waters		
TC	Towing Capable		
OT	Other		

RESPONSE BOATS

Name of Manufacturer	Model Number	Boat Type Code	Horse Power	Normal Crew Size	Length / Beam	Draft Limit	Number of Boats	Transport Method Code	Storage Location	Owner
Alumacraft	12	PRO	0	1	12	1'	2	NT	Deer Park	Garner
Custom Flat	1650	JB	25	2	16'	1'	7	NT	Deer Park	Garner
Custom Flat	20	LFB	40	2	20' / 6'	2'	1	NT	Deer Park	Garner
Custom Build	30	BAY	300	3	30' / 8'	2'	1	NT	Deer Park	Garner
Silver Ships	30'	BAY	450	3	30' / 8'	2	1	NT	Deer Park	Garner
Pirogue	12'	OT	0	1	12' / 2"	3"	2	NT	Deer Park	Garner
Various	12'	JB	25	1	12' / 3"	1'	2	NT	Deer Park	Garner
Scully	28'	BAY	230	2	28' / 8'	8"	1	NT	Deer Park	Garner
Alumaweld	1650	JB	25	3	16' / 6'	1'	4	NT	La Marque	Garner
Custom Boat Mfg.	1649R	JB	30	2	16' / 6'	2'	1	NT	La Marque	Garner
Broadhead	24	BAY	150	3	24' / 8'	2'	1	NT	La Marque	Garner
Alumaweld	1650	JB	25	2	16' / 6'	1'	5	NT	Port Arthur	Garner
Alumaweld	20	BAY	40	2	20' / 0'	2'	1	NT	Port Arthur	Garner
Alumaweld	1450	JB	25	2	14' / 0"	2"	1	NT	Port Arthur	Garner
Lobell	28'	BAY	200	3	28' / 8'	2'	1	NT	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SKIMMER TYPE CODES			
FS	Floating Suction	HIP	Hydrodynamic Inclined Plane
IV	Induced Vortex	OB	Oleophilic Belt
OD	Oleophilic Disk	OR	Oleophilic Rod
PW	Paddle-Wheel	SK	Sock
W	Weir	OT	Other

SKIMMER EQUIPMENT								
Name of Manufacturer	Model Number	Skimmer Type Code	Number of Units	Mfg. Recovery Rate (gpm)	Hose Size Suction/Discharge (inches)	Time to Deploy	Storage Location	Owner
Acme Products Co., Inc.	FS400ASK-39T	W	3	275	3.0	1.5	Deer Park	Garner
Douglas Engineering	4200SH Skim-Pak	FS	2	5 - 68	2.0	5	Deer Park	Garner
Crucial Inc.	1D18P-23	OT	2	25	2.0	.5	Deer Park	Garner
Crucial Inc.	1D18P-36	OT	5	36	2.0	.5	Deer Park	Garner
Crucial Inc.	VSP-3"	W	2	550	3.0	1.5	Deer Park	Garner
Crucial Inc.	RF-Floating Head	W	1	200	3.0	1	Deer Park	Garner
Douglas Engineering	4200SH Skim-Pak	FS	2	5 - 68	2.0	.5	Deer Park	Garner
Marco	Sidewinder 14	OB	3	70	3.0	.5	Deer Park	Garner
Marco	Harbor 28	OB	1	70	2.0	.5	Deer Park	Garner
Elastec	Mini Max, 20"	OT	1	20	2.0	1.	Deer Park	Garner
Acme Products Co., Inc.	FS400ASK-39T	W	1	275	3.0	1.0	La Marque	Garner
Crucial Inc.	1D18P-23	OT	3	25	2.0	.5	La Marque	Garner
Acme Products Co., Inc.	FS400ASK-39T	W	1	275	3.0	.5	Port Arthur	Garner
Crucial Inc.	1D18P-36	OT	3	25	2.0	.5	Port Arthur	Garner
Elastec	Double Drum	OT	1	60	2.0	.5	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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PU	Portable Vacuum Pump	D	Diesel
SS	Units	E	Electric
VT	Super Sucker	G	Gasoline
OT	Vacuum Truck	H	Hydraulic
	Other	P	Pneumatic
		OT	Other

VACUUM SYSTEM EQUIPMENT

Name of Manufacturer	Model Number	System Type Code	Drive Type Code	Suction (inches)	Number of Units	Mfg. Recovery Rate (gpm)	Storage Capacity (gallon)	Hose Invent (feet)	Storage Location	Owner
Safety Vac	449222	OT	D	14	1	40	150	200	Deer Park	Garner
Press Vac International		VT	D	27.0	6	80	3000	200	La Marque	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SORBENT TYPE CODE		COMPOSITION CODE	
B	Boom	M	Mineral
PAD	Pad	NO	Natural
PT	Particulate	S	Organic
ST	Sheet	OT	Synthetic
SW	Sweep		Other
OT	Other		

SORBENTS

Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					Yes	No	Yes	No		
Crucial, Inc.	OS-15	OT	S	1000		X		X	Deer Park	Garner
Complete Environmental Products	GES-P100	PAD	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-P200	PAD	S	0		X		X	Deer Park	Garner
Complete Environmental Products	GES-EP100	PAD	S	160		X		X	Deer Park	Garner
Complete Environmental Products	GES-P50	PAD	S	150		X		X	Deer Park	Garner
Complete Environmental Products	GES-B510	B	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-B810	B	S	114		X		X	Deer Park	Garner
Complete Environmental Products	GES-R144	ST	S	150		X		X	Deer Park	Garner
Complete Environmental Products	GES-SW100	SW	S	40		X		X	Deer Park	Garner
Complete Environmental Products	GES-PART25	PT	S	10		X		X	Deer Park	Garner
Crucial, Inc.	OS-15	OT	S	10		X		X	La Marque	Garner
Complete Environmental Products	GES-P100	PAD	S	100		X		X	La Marque	Garner
Complete Environmental Products	GES-B510	B	S	20		X		X	La Marque	Garner
Complete Environmental Products	GES-B810	B	S	20		X		X	La Marque	Garner
Complete Environmental Products	GES-R144	ST	S	10		X		X	La Marque	Garner
Complete Environmental Products	GES-SW100	SW	S	30		X		X	La Marque	Garner
Complete Environmental Products	GES-PART25	P	S	40		X		X	La Marque	Garner
Crucial, Inc.	OS-15	OT	S	150		X		X	Port Arthur	Garner
Complete Environmental Products	GES-P100	PAD	S	100		X		X	Port Arthur	Garner
Complete Environmental Products	GES-P200	PAD	S	75		X		X	Port Arthur	Garner

Corporate Operations	Response Equipment Listing	Equipment Listing June 2011
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SORBENTS

Name of Manufacturer	Model Number	Sorbent Type Code	Composition Type Code	Normal Inventory	Special Appl. Equip. Needed		Special Rcvg. Equip. Needed		Storage Location	Owner
					Yes	No	Yes	No		
Complete Environmental Products	GES-B510	B	S	100		X		X	Port Arthur	Garner
Complete Environmental Products	GES-R144	ST	S	25		X		X	Port Arthur	Garner
Complete Environmental Products	GES-SW100	SW	S	50		X		X	Port Arthur	Garner
Crucial, Inc.	OS-15	OT	S	250		X		X	Deer Park	Garner
Complete Environmental Products	GES-P100	PAD	S	325		X		X	Deer Park	Garner
Complete Environmental Products	GES-P200	PAD	S	200		X		X	Deer Park	Garner
Complete Environmental Products	GES-EP100	PAD	S	500		X		X	Deer Park	Garner
Complete Environmental Products	GES-B510	B	S	120		X		X	Deer Park	Garner
Complete Environmental Products	GES-B810	B	S	114		X		X	Deer Park	Garner
Complete Environmental Products	GES-R144	ST	S	50		X		X	Deer Park	Garner
Complete Environmental Products	GES-SW100	SW	S	40		X		X	Deer Park	Garner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2012

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

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

PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	CONTACT NAME (HOU) Virginia Brown PHONE (A/C, No, Ext) 713-346-1223 FAX (A/C, No) 713-521-8223 E-MAIL ADDRESS virginia.brown@worthaminsurance.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A Aspen Specialty Insurance Company</td> <td style="width: 20%; text-align: center;">10717</td> </tr> <tr> <td>INSURER B Liberty Mutual Insurance Company</td> <td style="text-align: center;">23043</td> </tr> <tr> <td>INSURER C</td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER A Aspen Specialty Insurance Company	10717	INSURER B Liberty Mutual Insurance Company	23043	INSURER C		INSURER D		INSURER E		INSURER F	
INSURER A Aspen Specialty Insurance Company	10717												
INSURER B Liberty Mutual Insurance Company	23043												
INSURER C													
INSURER D													
INSURER E													
INSURER F													

COVERAGES

CERTIFICATE NUMBER: 13014791

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB LITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ERA9Y9012	4/21/2012	4/21/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-641-443542-022	4/21/2012	4/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EXA9Y9212	4/21/2012	4/21/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCR PTION OF OPERATIONS below		N/A	WC2-641-443542-012	4/21/2012	4/21/2013	<input checked="" type="checkbox"/> WC STATUTORY L MITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Liab			ERA9Y9012	4/21/2012	4/21/2013	\$1,000,000 Each Occurrence

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

--See Attached Remarks Schedule--

CERTIFICATE HOLDER ***Master ** \$1 mil XS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> John L. Wortham & Son, L.P. </div>
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ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY John L. Wortham & Son, L.P.		NAMED INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: ***Master ** \$1 mil XS

ADDRESS: _____

As Respects General Liability Policy

Per Form Asper 1211

Clause II. WHO IS AN INSURED

6. Any person or organization with whom you agree to include as an insured in a written contract, written agreement or permit, but only with respect to bodily injury, property damage, environmental damage or personal and advertising injury arising out of your operations, your work, equipment or premises leased or rented by you, or your products which are distributed or sold in the regular course of a vendor's business, however:

a. A vendor is not an insured as respects bodily injury, property damage, clean-up cost, emergency response cost, crisis cost or personal and advertising injury:

(1) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;

(2) Arising out of any express warranty unauthorized by you;

(3) Arising out of any physical or chemical change in the product made intentionally by the vendor;

(4) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;

(5) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(6) Arising out of demonstration, installation, servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product;

or
 (7) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

b. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects bodily injury, property damage, clean-up cost, emergency response cost, crisis cost, or personal and advertising injury:

(1) Arising out of any occurrence that takes place after the equipment lease expires or you cease to be a tenant; or

(2) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

As Respects General Liability Policy:

Per Form Asper 1211

CLAUSE X. CONDITIONS

Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to a loss, we waive any right of recovery we may have under this Policy against such person or organization.

As Respects Excess Policy

AGENCY CUSTOMER ID: 10GARNEENV

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY John L. Wortham & Son, L.P.	NAMED INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536
POLICY NUMBER	EFFECTIVE DATE
CARRIER	NAIC CODE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: ***Master ** \$1 mil XS

ADDRESS: _____

CLAUSE I. INSURING AGREEMENT

The insurer will pay on the insured's behalf ultimate net loss (resulting from bodily injury, property damage, personal injury, advertising injury, environmental damage, emergency response costs, clean-up costs or loss) in excess of, and not in contribution with, the underlying policies. Except as otherwise provided in this Policy, this Policy shall follow all provisions, exclusions, limitations, and all other terms and conditions of the followed policy. In the event of a conflict between this Policy and the followed policy, this Policy shall govern and control. Notwithstanding any other provision of this Policy, in no event shall this Policy grant broader coverage than that provided to the insured under any of the underlying policies.

As Respects Automobile Liability Policy

Per Form CA 00 01 03 06, Section IV - Business Auto Conditions, B. General Conditions

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you dont own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

As Respects General Liability Policy

Per Form Asper 1211

CLAUSE VII. OTHER INSURANCE

A. Primary Insurance

Except as provided in Paragraph B. of this Clause, this insurance is primary. The insurer's obligations as primary insurer are not affected unless any of the other insurance is also primary, the insurer will share with all other primary insurance as follows:

- (1) If all of the other insurance permits contribution by equal shares, the insurer will follow such method also whereby each insurer contributes equal amounts until it has paid its limit of liability or none of the loss remains, whichever comes first; or
- (2) If any of the other insurance does not permit contribution by equal shares, the insurer will contribute by limits whereby each insurer's share is based on the ratio of its limit of liability to the total limits of insurance of all insurers. However, regardless of whether B. below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization with whom you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization.

AGENCY CUSTOMER ID: 10GARNEENV

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY John L. Wortham & Son, L.P.		NAMED INSURED Garner Environmental Services, Inc. Attn: Mrs Bobbie K. Risner 1717 W. 13th. Street Deer Park TX 77536	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (05/10)

CERTIFICATE HOLDER: ***Master ** \$1 mil XS

ADDRESS: _____

B. Excess Insurance

This insurance is excess over:

(1) Any other insurance, whether primary, excess, contingent or on any other basis that is: (i) Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for your work; (ii) Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; (iii) insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you or temporarily occupied by you with permission of the owner; or (iv) insurance applicable to loss arising out of the maintenance or use of aircraft, autos or watercraft.

(2) Any other indemnity or primary insurance available to you covering liability for damages arising out of premises, operations, or the products and completed operations hazard, for which you have been added as an additional insured.

(3) Any project specific primary insurance available to you covering liability for damages arising out of your work, for which you are an insured.

When this insurance is excess, we will have no duty to defend the insured against any suit if any other insurer has a duty to defend the insured against that suit. If no other insurer has a duty to defend, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the: (a) total amount that all such other insurance would pay for the loss in the absence of this insurance; and (b) total of all deductible, retained and self-insured amounts under all that other insurance. Then, we will share the remaining loss, if any, with any other insurance that is not described in this Clause VI.B. and was not bought specifically to apply in excess of the applicable Limits of Liability of this Policy.

As Respects General Liability Policy

Per Form Asper 1211

CLAUSE X. CONDITIONS

Separation of Insureds

Except as provided in Clause VIII. of this Policy, or as respects any Limit of Liability or any rights or duties specifically assigned in this Policy to the First Named Insured, this Policy applies as if each insured were the only insured and applies separately to each insured against whom a claim is made. Accordingly, any "wrongful act" (meaning any misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy) by one insured shall not prejudice the interest of, or coverage for, another insured, except any "wrongful act" of any insured who is a parent, subsidiary or affiliate of the First Named Insured shall be imputed to the First Named Insured. Nonetheless, the insurer shall have the right to limit, cancel or exclude coverage for any particular insured arising from such insured's own "wrongful act."



TO CERTIFICATE HOLDER

Our agency has issued the enclosed certificate of insurance on behalf of our client. We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. After this date it will be illegal for an agent or insurance company to issue evidence of insurance on a certificate form that has not been approved by the Texas Department of Insurance (TDI). It is also illegal for anyone to require an agent or insurance company to use a certificate form that has not been approved by the State.

The law provides some guidance on the content and limitations of certificates, as follows:

- A certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the referenced insurance policy.
- A certificate shall not confer to a certificate holder new or additional rights beyond what the policy and endorsements provide.
- A certificate may not contain a reference to a legal or insurance requirement contained in a contract other than the underlying contract of insurance or endorsement to the insurance policy.
- A person may have a legal right to notice of cancellation, nonrenewal or material change or any similar notice only if (1) the person is named within the policy or an endorsement to the policy, and (2) the policy or endorsement, or a state or rule, requires notice to be provided.
- The law confirms that “a certificate of insurance that is executed, issued, or required and that is in violation with this chapter is void and has no effect.”

Additional information concerning the new law may be obtained by contacting the TDI (800) 252-3439 or visiting the web site <http://www.tdi.texas.gov/rules/informal1216.html>.

For this reason, we may not be able to provide some of the specific certificate holder requested information which is outside the scope of the approved document. We are willing to explain each of these items and provide policy endorsements or other information subject to our client's approval.

We hope you will understand our position and ask that you give us a call if you have any questions or comments.

ITEM THREE - Supplement
 (Business Auto, Truckers & Motor Carrier Coverage Form)

POLICY NO. AS2-641-443542-022

ITEM SEVEN - Supplement
 (Garage Coverage Form - Non Dealers)

**SCHEDULE OF PHYSICAL DAMAGE INSURANCE DEDUCTIBLES FOR
 NEWLY ACQUIRED COVERED AUTOS**

In addition to autos you now own your selection of symbol or in the covered autos column of ITEM TWO provides coverage for those autos you acquire ownership of after the policy begins as shown below:

SCHEDULE OF PHYSICAL DAMAGE INSURANCE DEDUCTIBLES

Physical Damage Insurance is provided for those coverages where a premium entry is shown in ITEM TWO and for those covered autos as shown by the entry of a symbol in the COVERED AUTOS column of ITEM TWO. Deductibles for these autos apply as shown below:

TYPES OF COVERED AUTOS	COVERAGES/DEDUCTIBLES	
	Comprehensive	Collision
All covered autos of the private passenger, light and medium truck types,	\$ 1,000	\$ 1,000
All other covered autos.	\$ 5,000	\$ 5,000
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	<input type="checkbox"/> Collision Coverage applies only to such covered autos having an Actual Cash Value exceeding \$	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED AUTO DESIGNATION SYMBOL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Section I – Covered Autos is amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

Symbol		Description Of Covered Auto Designation Symbols
		For use with the Business Auto Coverage Form
10	=	Owned Private Passenger types, Light and Medium power units with Manufacturer's model year 2005 or newer, all other owned power units.

For use with the Garage Coverage Forms

32	=	
----	---	--

For use with the Truckers Coverage Form

51	=	
52	=	

Symbol	Description Of Covered Auto Designation Symbols	
For use with the Business Auto Physical Damage Coverage Form		
7	=	
For use with the Motor Carrier Coverage Form		
72	=	
73	=	

Policy No: **AS2-641-443542-022**
 Effective Date: 04/21/12
 Expiration Date: 04/21/13
 Sales Office: 0001

Issued By: Liberty Mutual Fire Insurance Co.

Policy No.: ERA9Y9012
Effective Date: 04/21/12



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURED CONTRACT DEFINITION AMENDATORY ENDORSEMENT

In consideration of the premium charged, the Definition of **insured contract** is deleted in its entirety and replaced with the following:

Insured contract means: (i) A contract for a lease of premises; provided that portion of the contract for a lease of premises in excess of 30 consecutive days that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**; (ii) A side-track agreement; (iii) Any easement or license agreement; (iv) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; (v) An elevator maintenance agreement; (vi) that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury, property damage or environmental damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Provided (vi) does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of: (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

All other terms and conditions of this Policy remain unchanged.

ASPER 01/12 <form number pending>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS2641443542022
Effective Date: 04/21/12
Expiration Date: 04/21/13
Sales Office: 0001

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Premium:

Name of Person or Organization:

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS2641443542022

Effective Date: 04/21/12

Expiration Date: 04/21/13

Sales Office: 0001

Issued By:

Liberty Mutual Fire Insurance Co.

AX 12 10 02 05 B

Page 1 of 1

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations that are parties to a written contract that requires you to obtain this agreement, provided you executed the contract before the loss.

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2641443542012

WC 00 03 13
Ed. 4/1/1984

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company:	
Policy Number: AS2-641-443542-022	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	Any lessor who has a written contract or agreement requiring you to provide primary coverage for the vehicle(s) specified in the lease.
Address:	
Designation Or Description Of "Leased Autos":	Any leased auto as defined in Paragraph E below.

Coverages	Limit Of Insurance
Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 2. If you cancel the policy, we will mail notice to the lessor.
 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

Policy No: AS2-641-443542-022
 Effective Date: 04/21/12
 Expiration Date: 04/21/13
 Sales Office: 0001

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Policy No: **AS2-641-443542-022** Issued By: Liberty Mutual Fire Insurance Company
Effective Date: 04/21/12
Expiration Date: 04/21/13
Sales Office: 0001

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

WC 00 02 01 A

Page 1 of 2

ED 4/1992

MARITIME COVERAGE ENDORSEMENT

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

All Maritime Operations

2. Transportation, Wages, Maintenance and Cure Premium

3. Limits of Liability	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	aggregate

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-44354-012

WC 00 02 01 A
Page 2 of 2
ED 4/1992

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. **Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

Schedule

Description and Location of Work

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-44354-012

WC 00 01 09 A

Page 1

Ed. 4/1992

LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

<u>State</u>	Schedule	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
REFER TO SCHEDULE GPO 2926 FOR STATES AND PERCENTAGES		
Each state named in Item 3.A of the Information Page and the states of ND, OH, WA & WY.		

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-443542-012

WC 00 01 06 A

Page 1 of 1

ED. 4/92

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VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. release you and us, in writing, of all responsibility for the injury or death.
2. transfer to us their right to recover from others who may be responsible for the injury or death.
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

WC 00 02 03

Page 1 of 2

Ed. 4/1/1984

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VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

Schedule

1. **Employees**
Master and members of the crews
of these vessels :
All Vessels

Workers Compensation Law
State of Hire

2. **Description of Work:**
All Maritime Operations

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2-641-44354-012

WC 00 02 03

Page 2 of 2

Ed. 4/1/1984

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ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

- | | Schedule |
|---|----------|
| | Address |
| 1. Alternate Employer
Any | |
| 2. State of Special or Temporary Employment
Any | |
| 3. Contract or Project | |

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC2641443542012

WC 00 03 01 A
Page 1 of 1
Ed. 02/1/1989

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GARNER ENVIRONMENTAL SERVICES, INC.

CORPORATE OFFICE: 1717 W. 13TH STREET, DEER PARK, TX 77536 • 281-930-1200 • 800-424-1716

Garner Environmental Services - OSRO Number: 27

COTP Zone:	Operating Environment	Facility MMPD	Facility WCD1	Facility WCD2	Facility WCD3	Vessel MMPD	Vessel WCD1	Vessel WCD2	Vessel WCD3
Corpus Christi - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Corpus Christi - DISTRICT 8	Inland	Yes	~	Yes	Yes	Yes	Yes	Yes	Yes
Houston - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Houston - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lower Mississippi - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lower Mississippi - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile(Panama City, FL) - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mobile(Panama City, FL) - DISTRICT 8	Inland	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Morgan City - DISTRICT 8	River or Canal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

BRANCH OFFICES

DEER PARK, TX
(OPERATION & TRAINING)
281-930-1200

• PORT ARTHUR, TX
(OPERATIONS)
409-983-5646

• PORT ARTHUR, TX
(TRAINING)
409-984-9836

• LA MARQUE, TX
(OPERATIONS)
409-935-0308



GARNER ENVIRONMENTAL SERVICES, INC.

CORPORATE OFFICE: 1717 W. 13TH STREET, DEER PARK, TX 77536 • 281-930-1200 • 800-424-1716

Morgan City - DISTRICT 8	Inland	Yes							
New Orleans - DISTRICT 8	River or Canal	Yes							
New Orleans - DISTRICT 8	Inland	Yes							
Port Arthur - DISTRICT 8	River or Canal	Yes							
Port Arthur - DISTRICT 8	Inland	Yes							

BRANCH OFFICES

DEER PARK, TX
(OPERATION & TRAINING)
281-930-1200

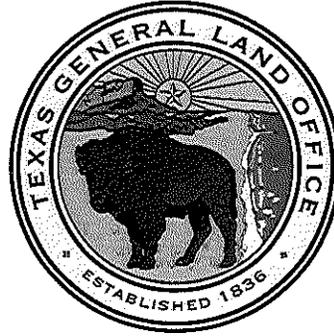
• PORT ARTHUR, TX
(OPERATIONS)
409-983-5646

• PORT ARTHUR, TX
(TRAINING)
409-984-9836

• LA MARQUE, TX
(OPERATIONS)
409-935-0308

Date: October 1, 2012

DCO # 509



Discharge Cleanup Organization Certificate

Garner Environmental Services

Deer Park, Texas

This certificate carries with it the need to maintain a high level of response preparedness, to respond in a timely, professional manner, and to notify the Texas General Land Office of any change in the Holder's ability to accomplish this mission. Certification is for three years from the above date.


Commissioner
Texas General Land Office


Deputy Commissioner
Texas General Land Office

Attachments / Appendix C

OIL MOP, LLC RESOURCE AVAILABILITY

Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL
Boat 14'			4					4
Boat 18'	6	3	2		4	2	2	19
Boat 20'				1	2		2	5
Boat 24'		1						1
Boat 26'	3	1	1		1	1	1	8
Boat 28'	2							2
Boat JBF 20'		1	1		1			3
Alsafe (Rib) Boat 20'							1	1
Cabin Boat 24'	1						1	2
Cabin Boat-Radar							1	1
Jon Boat 14'	1							1
Jon Boat 16'	8						6	
Marco Boat 28'	1							1
Barge Boat 30'	1							1
Yellow Barge Boat 28'	1							1
Pro Drive Boat	4							4
Work Boat 26'	1							1
Boat Trailer 16'								
Boat Trailer 20' (Rib boat)							1	1
Outboard Motors	5	6	5	2	3	2	3	26
Boom 10" (feet)	500	500	500	500		500		2500
Boom 18"	20,000	2,500	3,500	1,000	4,000	2,500	4,000	37500
Boom 24"	1000							1000
Boom 36"	1,000							1000
Boom 48"								0
Disk Skimmer	1		1		1			3
Vac Unit Skimmer	1							
Drum 24"	2	1		1		1	1	6
Drum 36"		1	1		3			5
Drum 96"		1	3		1			5
Drum Skimmer	3							3
Dual Drum Skimmer	1							1
HAZ-Vac								0
Marco Skimmer	1				1			2
Pelican	2		1					3
Rope Mop 1-4	2							2
Rope Mop 2-4	6	1						7
Rope Mop 2-6	2							2
Rope Mop 2-9	4							4
Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL

Roll-off Box		20			5		5	30
Storage Barge		1	1					2
Storage Bladders	3							3
Storage Tanks		2						2
Crane Truck 25T	1							1
Decon Unit	1							1
Guzzler								0
IRE	2	2	1	1	2	1	3	12
Mobile Command	1							1
Skid Vac Unit	3							3
Truck Vac Unit		2			2			4
Van Trailers	2	3						5
Chem. Transf. Pump		1						1
Transfer Pump		2	1		2			5
Wash Pumps	25	4	2	4	6	4	8	51
Pressure Washer	1							
Pressure Washer 3500 PSI							1	1
Hot Water Washer	1							1
Poly Air Diaphragm Pump 2"	1							1
Stainless Air Diaphragm Pump 2"	1							1
Stainless Wash Pump 2"	1							1
Wash Pump 3"	4							4
Chemical Diaphragm Pump 2"	1							1
Diaphragm Pump 2"	2							2
Diaphragm Pump 3"	5							5
Fire Pump 4"	1							1
Hydraulic Power Pack Pump	2							2
Hydraulic Pump	1							1
Trash Pump 3"	1							1
Wacker Pump 2"	8						4	12
Wacker Pump 3"	11						6	17
LEL/O2 Meter	1	1	1	1	1	1	1	7
Drager unit	1	1	1	1	1	1	1	7
Fiberglass Extension Ladder 24'							1	
Hazmat Kit							1	1
Interface Probe							1	1
Norm Meter	1		1		1	1		4
Radiation Meter							1	1
Radiation Meter Probe							2	2
Multi Rae Plus 5 Gas Meter							1	1
Ultra Rae Meter							1	1
4 Gas Meter							1	1
Jerome Mercury Vapor Analyzer							1	1
Scare Guns	20							20
SCBA		5						5
HDR Bobcat	1							1
4X4 atv	6							6
Mule ATV							1	1

Truck 4x4	4							4
Truck Crew Cab 4x4							1	1
Crane Truck 25T	1							1
Crew Cab Truck	1							1
Dually Truck	3							3
Flatbed Truck 1 ton							1	3
Flatbed Truck 2 ton							1	3
Mechanic Truck	1							3
Pickup Truck 1 ton crew cab							4	4
Response Truck 2.5 ton							1	1
Vac Truck							1	1
Tractor 45 hp							1	1
Truck Tractor	4							4
Boom Trailer 20'							1	1
Box Van Trailer 40'	1							1
Box Van Trailer 42'	1							1
Box Van Trailer 45'	1							1
Cargo Trailer 10'	1							1
Cargo Trailer 14'							1	1
Cargo Trailer 25'	1							1
Cargo Trailer 28'	1							1
Drop Deck Trailer 44'	1							1
Emergency Response Trailer							2	2
Gooseneck Cargo Trailer 32'	5							5
Gooseneck Cargo Trailer 42'	1							1
Gooseneck Trailer 27'	1							1
Gooseneck Trailer 30'	1							1
Rolloff Box Trailer	2							2
Utility Trailer ATV 4'X6'							1	1
Utility Trailer 8'	1							1
Utility Trailer 10'	2							2
Utility Trailer 15'							1	1
Utility Trailer 16'	3							3
Utility Trailer 20'	1							1
Vac Trailer	1							1

Attachments / Appendix C

OIL MOP, LLC RESOURCE AVAILABILITY

Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL
Boat 14'			4					4
Boat 18'	6	3	2		4	2	2	19
Boat 20'				1	2		2	5
Boat 24'		1						1
Boat 26'	3	1	1		1	1	1	8
Boat 28'	2							2
Boat JBF 20'		1	1		1			3
Alsafe (Rib) Boat 20'							1	1
Cabin Boat 24'	1						1	2
Cabin Boat-Radar							1	1
Jon Boat 14'	1							1
Jon Boat 16'	8						6	
Marco Boat 28'	1							1
Barge Boat 30'	1							1
Yellow Barge Boat 28'	1							1
Pro Drive Boat	4							4
Work Boat 26'	1							1
Boat Trailer 16'								
Boat Trailer 20' (Rib boat)							1	1
Outboard Motors	5	6	5	2	3	2	3	26
Boom 10" (feet)	500	500	500	500		500		2500
Boom 18"	20,000	2,500	3,500	1,000	4,000	2,500	4,000	37500
Boom 24"	1000							1000
Boom 36"	1,000							1000
Boom 48"								0
Disk Skimmer	1		1		1			3
Vac Unit Skimmer	1							
Drum 24"	2	1		1		1	1	6
Drum 36"		1	1		3			5
Drum 96"		1	3		1			5
Drum Skimmer	3							3
Dual Drum Skimmer	1							1
HAZ-Vac								0
Marco Skimmer	1				1			2
Pelican	2		1					3
Rope Mop 1-4	2							2
Rope Mop 2-4	6	1						7
Rope Mop 2-6	2							2
Rope Mop 2-9	4							4
Response Units	Belle Chasse	Port Allen	New Iberia	Morgan City	Port Arthur	Larose	Houston	TOTAL

Roll-off Box		20			5		5	30
Storage Barge		1	1					2
Storage Bladders	3							3
Storage Tanks		2						2
Crane Truck 25T	1							1
Decon Unit	1							1
Guzzler								0
IRE	2	2	1	1	2	1	3	12
Mobile Command	1							1
Skid Vac Unit	3							3
Truck Vac Unit		2			2			4
Van Trailers	2	3						5
Chem. Transf. Pump		1						1
Transfer Pump		2	1		2			5
Wash Pumps	25	4	2	4	6	4	8	51
Pressure Washer	1							
Pressure Washer 3500 PSI							1	1
Hot Water Washer	1							1
Poly Air Diaphragm Pump 2"	1							1
Stainless Air Diaphragm Pump 2"	1							1
Stainless Wash Pump 2"	1							1
Wash Pump 3"	4							4
Chemical Diaphragm Pump 2"	1							1
Diaphragm Pump 2"	2							2
Diaphragm Pump 3"	5							5
Fire Pump 4"	1							1
Hydraulic Power Pack Pump	2							2
Hydraulic Pump	1							1
Trash Pump 3"	1							1
Wacker Pump 2"	8						4	12
Wacker Pump 3"	11						6	17
LEL/O2 Meter	1	1	1	1	1	1	1	7
Drager unit	1	1	1	1	1	1	1	7
Fiberglass Extension Ladder 24'							1	
Hazmat Kit							1	1
Interface Probe							1	1
Norm Meter	1		1		1	1		4
Radiation Meter							1	1
Radiation Meter Probe							2	2
Multi Rae Plus 5 Gas Meter							1	1
Ultra Rae Meter							1	1
4 Gas Meter							1	1
Jerome Mercury Vapor Analyzer							1	1
Scare Guns	20							20
SCBA		5						5
HDR Bobcat	1							1
4X4 atv	6							6
Mule ATV							1	1

Truck 4x4	4							4
Truck Crew Cab 4x4							1	1
Crane Truck 25T	1							1
Crew Cab Truck	1							1
Dually Truck	3							3
Flatbed Truck 1 ton							1	3
Flatbed Truck 2 ton							1	3
Mechanic Truck	1							3
Pickup Truck 1 ton crew cab							4	4
Response Truck 2.5 ton							1	1
Vac Truck							1	1
Tractor 45 hp							1	1
Truck Tractor	4							4
Boom Trailer 20'							1	1
Box Van Trailer 40'	1							1
Box Van Trailer 42'	1							1
Box Van Trailer 45'	1							1
Cargo Trailer 10'	1							1
Cargo Trailer 14'							1	1
Cargo Trailer 25'	1							1
Cargo Trailer 28'	1							1
Drop Deck Trailer 44'	1							1
Emergency Response Trailer							2	2
Gooseneck Cargo Trailer 32'	5							5
Gooseneck Cargo Trailer 42'	1							1
Gooseneck Trailer 27'	1							1
Gooseneck Trailer 30'	1							1
Rolloff Box Trailer	2							2
Utility Trailer ATV 4'X6'							1	1
Utility Trailer 8'	1							1
Utility Trailer 10'	2							2
Utility Trailer 15'							1	1
Utility Trailer 16'	3							3
Utility Trailer 20'	1							1
Vac Trailer	1							1



EMERGENCY RESPONSE EQUIPMENT LIST

24-Hour Emergency Number: 888-279-9930

<p><u>CORPORATE OFFICE</u> 24-Hour Emergency Numbers: 888-279-9930 (or) 504-279-9930 365 Canal Street, Suite 2500 New Orleans, Louisiana 70130 Fax: 504-566-8309</p>	<p><u>NEW ORLEANS, LOUISIANA</u> 24-Hour Emergency Numbers: 504-279-9934 2809 East Judge Perez Drive Meraux, Louisiana 70075 Fax: 504-279-7756</p>
<p><u>BATON ROUGE, LOUISIANA</u> 24-Hour Emergency Numbers: 888-267-4901 (or) 225-673-4200 6338 Highway 73 Geismar, Louisiana 70734 Fax: 225-677-9549</p>	<p><u>VENICE, LOUISIANA</u> 24-Hour Emergency Number: 985-534-2744 42156 Hwy. 23 South Venice, Louisiana 70091 Fax: 985-534-2013</p>
<p><u>JACKSON, MISSISSIPPI</u> 24-Hour Emergency Number: 601-372-3232 1075 Mendell Davis Drive Jackson, Mississippi 39272 Fax: 601-372-3356</p>	<p><u>BILOXI, MISSISSIPPI</u> 24-Hour Emergency Number: 228-396-3866 13032 Highway 67 North Biloxi, Mississippi 39532 Fax: 228-396-3836</p>
<p><u>MEMPHIS, TENNESSEE</u> 24-Hour Emergency Numbers: 866-281-3232 (or) 662-280-3232 1855 Veterans Drive Southaven, Mississippi 38671 Fax: 662-280-3011</p>	<p><u>NASHVILLE, TENNESSEE</u> 24-Hour Emergency Number: 615-855-0010 301 Old Stone Bridge, Building 3, Suite 301 Goodlettsville, Tennessee 37072 Fax: 615-855-0077</p>
<p><u>LITTLE ROCK, ARKANSAS</u> 24-Hour Emergency Number: 501-753-0522 261 Newman Sherwood, Arkansas 72117 Fax: 501-753-1022</p>	<p><u>MOBILE, ALABAMA</u> 24-Hour Emergency Number: 251-662-3500 3750 Halls Mill Road Mobile, Alabama 36693 Fax: 251-662-3400</p>
<p><u>BIRMINGHAM, ALABAMA</u> 24-Hour Emergency Number: 205-663-8737 228 Regency Park Alabaster, Alabama 35007 Fax: 205-663-4404</p>	<p><u>HOUSTON, TEXAS</u> 24-Hour Emergency Number: 281-867-4100 950 Seaco Ave. Deer Park, Texas 77536 Fax: 281-867-4101</p>
<p><u>LAREDO, TEXAS</u> 24-Hour Emergency Number: 877-398-9911 4401 Highway 359, Suite 1 Laredo, Texas 78046 Fax: 956-722-9914</p>	

RESPONSE EQUIPMENT (Meraux, Louisiana and Service Locations)**Containment Boom, Meraux, Louisiana**

Qty (ft.)	Model	Size	Description
6000	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric
1000	Miniboom	10"	Quick Connect, 50 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Meraux, Louisiana

Qty.	Type	EDRC* (Barrels)	Description
1	Goo Gobbler	770	30" Aluminum Cylinder Skimmer
1	Goo Gobbler	616	24" Aluminum Cylinder Skimmer
1	Pelican	240	24" Aluminum Weir Skimmer
5	Vacuum Truck	500	70-Barrel Capacity

Temporary Storage Capacity, Meraux, Louisiana (Minimum in Inventory)

Qty.	Type	Capacity	Description
3	Salvage Drums	85 Gal.	Steel
3	Overpack Drums	95 Gal.	Poly
3	Open Top Drums	55 Gal.	Steel
3	Open Top Drums	55 Gal.	Poly

Vessels and Motors, Meraux, Louisiana

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Fast Response Vessel	28	2-150	35	175	2,000	4
2	Fast Response Vessel	26	2-150	35	175	2,000	4
1	Fast Response Vessel	24	2-115	35	150	1,750	4
1	Fast Response Vessel	18	90	30	150	1,500	4
12	Jon Boats	16	25	25	30	1,000	2

Transportation Equipment, Meraux, Louisiana

Qty.	Description	Qty.	Description
20	Pick-up Trucks	2	28' Boom Trailer
2	20' Oil Spill Response Trailer	4	All Terrain Vehicles with Trailers
2	12' Oil Spill Response Trailer	1	38' Gooseneck Trailer

Supplies, Consumable, Meraux, Louisiana (Minimum in Inventory)

Qty.	Description	Qty.	Description
100	Boxes, Oil Snare	7	100-count Absorbent Pads
250	8" Absorbent Boom	100	Oil Snare Rope
250	5" Absorbent Boom	1	5 Gal. pail of Micro Blaze
2	Buckets of Absorbent	4	Bundle of Pads Chemical
2	Small Bags of Vermiculite	2	Bundle of Pads Oil
1	Bucket of Citric Acid		

Personal Protective Equipment, Meraux, Louisiana

Qty.	Description	Qty.	Description
8	Level A Suits	72	Pair, PVC Gloves
248	NexGen Suits	72	Pair, Nitrile Gloves
72	Level B Suit, CPF2	74	Pair, Silver Shield Gloves
72	Level B Suit, CPF3	74	Pair, Silver Shield Booties
50	Pair, Butyl Gloves	74	Latex Booties
14	Boxes, Inner Gloves	12	Pair, Neoprene Gloves
4	Sets of Bunker Gear	12	Pairs, Cotton Gloves
12	Rain Suits	12	Pairs, Leather Work Gloves
4	Size 15 Level A Outer Boots	4	Harness, Full Body

Respiratory Protective Equipment, Meraux, Louisiana

Qty.	Description	Qty.	Description
4	SCBA 60 Minute	5	Boxes of GME P-100 type Cartridges (6ea.) 30 total
4	60 Minute Spare Air Bottles	5	Boxes of Mersorb Cartridges
5	Air Purifying Respirators		

Safety Equipment, Meraux, Louisiana

Qty.	Description	Qty.	Description
6	Combustible Gas Detector/4-Gas Meter	2	Benzene Meter

RESPONSE EQUIPMENT (Meraux, Louisiana and Service Locations)**Pumps and Miscellaneous Supplies, Meraux, Louisiana**

Qty.	Description	Qty.	Description
1	2" Poly Chem Air Diaphragm	1	Wheel Barrow Portable Air Compressor
1	1" Poly Chem Air Diaphragm	200	Ft, 2" Acid/Chemical Hose w/Stainless Steel Fittings w/Straine
1	2" Stainless Steel Air Diaphragm	200	Ft, 2" Acid /Chemical Hose with Poly Fittings with Strainers
1	2" Gasoline Trash Pump	100	Ft, 1" Acid/Chemical Hose with Poly Fittings with Strainers
1	2" Aluminum Air Diaphragm	100	Ft, 2" Petroleum Hose with Strainers
1	1" Aluminum Air Diaphragm	100	Ft, 1" Petroleum Hose with Strainers
1	Betts Evacuator Valve	100	Ft, 2" Discharge Hose with Strainers
1	Dewalt 6500 kW Generator	1	2" Double Diaphragm Poly Pump w/Teflon/Viton Elastomers
1	Pressure Washer 2600 psi w/ ext. rod	1	2" Double Diaphragm S.S. Pump w/Teflon/Viton Elastomers
1	Rebuilt Kit for Diaphragm Pumps	1	1" Double Diaphragm Aluminum Pump
8	Cans of Foam (for plugging & patching)	1	Regulator for Diaphragm Pump w/Water Condensate Filter
1	Wooden Plug and Wedge Kit (Cedar Shakes)	1	2" Wash Pump w/Related Fitting/Hose for Suction and Discharge
1	Plug Compound	100	Ft, 1" Hose w/Aluminum Fittings
2	A & E Patch Kit	100	Ft, 1 1/2" Rag Hose with Strainers
1	Trident Quick Frame Magnetic Patch		

Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, bushings, reducers and couplings.

Communications, Meraux, Louisiana

Qty.	Description	Qty.	Description
27	VHF Hand Held	30	Cellular Telephones with nationwide coverage
1	Motorola, 851-855 MHz Command Base		

River Front, Dock Barge, Marrero, Louisiana

Qty.	Description
600	Feet, 18" Containment boom

20' x 8' x 3' Twin Engine Deck Boats, Mississippi River, Louisiana

Qty.	Location
1	Marrero, Louisiana, LMR Mile 96
1	Harvey, Louisiana, LMR Mile 95
1	New Orleans, Louisiana, LMR Mile 90

Hazardous Materials Response Trailers, Three units - 16', Chalmette, Algiers and Jefferson, Louisiana

Qty.	Description	Qty.	Description
4	55 Gallon Open Top Drums	3	55 Gallon Closed Top Drums
3	Bales, 5" Absorbent Boom	4	Bales, Absorbent Pads
1	Generator	3	Rolls, 6 Mil Visquene
2	Rolls, 6 Mil Pollution Bags	2	Transfer Pump
2	Cases, Protective Clothing	1	85 Gallon Recovery Drum
6	Gallons, Citra-Solv PCB Cleaner	1	Weedeater/Fuel Can
20	Boxes, Clor-N-Oil Test Kits	15	"Patch and Plug" Kits

Response Equipment Storage Boxes, Mississippi River, Algiers, Louisiana

Qty.	Description	Qty.	Description
300	Feet, 18" Containment boom	25	Gallons, Sea Wash Cleaner
5	55 Gallon Open Top Drums	25	Gallons, VC Degreaser
15	Bales, 8" Absorbent Boom	2	2.5 Gallon Chemical Sprayer
9	100' Absorbent Sweep		PPE - Coveralls, gloves
25	Bales, 100 Sorbent Pads	1	Roll, Sorbent Matting

Response Equipment Storage Boxes, two (2) units - Harvey and Belle Chasse, Louisiana

Qty.	Description	Qty.	Description
5	55 Gallon Open Top Drums	25	Gallons, Sea Wash Cleaner
15	Bales, 8" Absorbent Boom	25	Gallons, VC Degreaser
9	100' Absorbent Sweep	2	2.5 Gallon Chemical Sprayer
25	Bales, 100 Sorbent Pads		PPE - Coveralls, gloves
300	Feet, 18" Containment Boom (Client owned)		

RESPONSE EQUIPMENT (Meraux, Louisiana and Service Locations)**20 Ft. Emergency Response Equipment Trailer, Hahnville, Louisiana**

Qty.	Description	Qty.	Description
500	Feet, 18" Containment Boom		PPE - Poly-Coated Tyvek Suits
15	Bales, 5" Absorbent Boom	4	Doz. PVC Gloves
30	Bales, 100 Sorbent Pads	4	95-Gallon Poly. Overpack Spill Kits

20 Ft. Emergency Response Equipment Boxes, Two (2), Amelia, Louisiana

Qty.	Description	Qty.	Description
500	Feet, 18" Containment Boom		PPE - Poly-Coated and White Tyvek, gloves
6	55 Gallon Open Top Drums	25	Bales, 100 Sorbent Pads
15	Bales, 8" Absorbent Boom		Rolls of Pollution Bags, 20-Gallon Pollution Cans

Emergency Response Equipment, Conex Box, 20' x 8' x 8', Fourchon, Louisiana

Qty.	Description	Qty.	Description
25	40' Bags of 8" Sorbent Boom		PPE - Poly-Coated Tyvek and White Tyvek
25	40' Bags of 5" Sorbent Boom	25	Bundles of Sorbent Pads
25	Bundles of Sorbent Pads	20	Rolls of Sorbent Rolls

20 Ft. Emergency Response Equipment Trailer, Lafitte, Louisiana

Qty.	Description	Qty.	Description
1,000	Feet, 18" Containment Boom	21	Bales, Sorbent Pads
2	Jon Boats, 18' with 25 HP engine	1	Gas Centrifugal Pump with Washing Setup
10	Bales, 8" Sorbent Boom		PPE - Coveralls, gloves

RESPONSE EQUIPMENT (Geismar, Louisiana and Service Locations)**Containment Boom, Geismar, Louisiana**

Qty. (ft.)	Model	Size	Description
1,000	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Geismar, Louisiana

<u>Vacuum Truc</u>	Type	EDRC* (Barrels)	Description
<u>Vacuum Truc</u>	Pelican	240	24" Aluminum Weir Skimmer
<u>Vacuum Truc</u>	Vacuum Truck	500	80-Barrel Capacity

Temporary Storage Capacity, Geismar, Louisiana (Minimum in Inventory)

Qty.	Type	Capacity	Description
10	Overpack Drums	95 Gal.	Polyethylene
10	Overpack Drums	85 Gal.	Steel
25	Open Top Drums	55 Gal.	

Vessels and Motors, Geismar, Louisiana

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
3	Jon Boats	16	25	25	30	1,000	2

Transportation Equipment, Geismar, Louisiana

Qty.	Description	Qty.	Description
6	Stake Trucks	1	32' HazMat Response Trailer/Chemical Transfer Unit
18	Pick-up Trucks	1	20' Equipment Trailer for Hydrocarbon Spills
2	4-WD ATVs with trailer	1	24' Remediation/Construction Trailer
1	20' Boom Trailer	1	12' Remediation/Construction Trailer
1	32' Industrial Division Trailer	1	20' Industrial Division Trailer

Supplies, Consumable, Geismar, Louisiana (Minimum in Inventory)

Qty.	Description	Qty.	Description
25	Bales, Absorbent Boom	40	Bags, Absorbent Particulate
50	Bales, Absorbent Pads	15	Boxes, Oil Snare

Personal Protective Equipment, Geismar, Louisiana

Qty.	Description	Qty.	Description
6	Level A Suits	36	Pair, PVC Gloves
40	NexGen Suits	48	Pair, Nitrile Gloves
24	Level B Suit, CPF2	12	Pair, Silver Shield Gloves
32	Level B Suit, CPF3	12	Pair, Silver Shield Booties
40	Poly-Coated Tyvek Suits	20	Latex Booties
6	Bunker Gear (used for fire fighting)	500	Pair, Inner Gloves

Respiratory Protective Equipment, Geismar, Louisiana

Qty.	Description
8	MSA Self-Contained Breathing Apparatus
8	MSA 60-Minute Spare Bottles
20	MSA Ultra Twin Respirators, Full Face

Safety Equipment, Geismar, Louisiana

Qty.	Description	Qty.	Description
1	4 Gas Passport with Chlorine Sensor	1	LEL/O ₂ /H ₂ S Meter
2	Draeger Pump	2	Rae Entryrae
2	Multi Rae Plus 4-Gas with PID	1	MSA Passport
1	ITX Multi Gas with Chlorine	1	Industrial Scientific
1	Jerome Meter	1	HazCat Kit
3	MSA Orion 4 Gas		

RESPONSE EQUIPMENT (Geismar, Louisiana and Service Locations)**Pumps and Miscellaneous Equipment, Geismar, Louisiana**

Qty.	Description	Qty.	Description
1	3" Poly Chem Air Diaphragm	150	Feet, 3" Acid/Chemical Hose with Stainless Steel Fittings with Strainers
2	2" Poly Chem Air Diaphragm	150	Feet, 2" Acid/Chemical Hose with Stainless Steel Fittings with Strainers
2	1" Poly Chem Air Diaphragm	150	Feet, 1" Acid/Chemical Hose with Stainless Steel Fittings with Strainers
4	3" Stainless Steel Air Diaphragm	150	Feet, 2" Acid/Chemical Hose with Poly Fittings with Strainers
2	2" Stainless Steel Air Diaphragm	150	Feet, 1" Acid/Chemical Hose with Poly Fittings with Strainers
4	2" Gasoline Trash Pump	150	Feet, 2" Petroleum Hose with Strainers
1	3" Diesel Pump	100	Feet, 1" Petroleum Hose with Strainers
1	2" Aluminum Air Diaphragm	100	Feet, 2" Discharge Hose with Strainers
2	1" Aluminum Air Diaphragm	100	Feet, 1 1/2" Rag Hose with Strainers
1	Lutz Chemical Pump	1	Midland Capping Kit
2	Betts Evacuator Valve	1	Chlorine "C" Kit
1	O Ring Kit	1	Haz-Hammock
1	Iso Container Conversion Kit	1	A & E Patch Kit
1	6500 kW Generator	1	Trident Quick Frame Magnetic Patch
1	4000-watt Light Tower	1	Wheel Barrow Portable Air Compressor
1	5000-lb. Fork Lift and Pallet Jack	1	185 CFM Air Compressor
1	Drill Kit for Drilling Tankers	3	Lid Lock Dome Clamps
2	Nitrogen Cylinders with Nitrogen Purge Kit	50	Feet, 3/16 Stainless Steel Pressurehose With Related Fittings
200	Feet, No. 2 Ground wire with clamps	1	Chain Saw
4	Copper Coated Grounding Rods	1	Mercury Vacuum
Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, brushings, reducers, and couplings.			

Communications, Geismar, Louisiana

Qty.	Type	Frequency	Range, Mi.	Description
8	Motorola Hand-Held	851-866 MHz	20-30	Intrinsically Safe
25	Cellular Telephones		Nationwide	Hand Held
3	GPS Units			Hand Held
5	Digital Cameras			
3	Lazer Heat Guns			

Heavy Equipment, Geismar, Louisiana

Qty.	Description
3	Bobcat Skid Steer
2	Volvo Excavator
1	Mini Excavator
5	Bobcat MT 52 Dingo
1	4-Wheel Drive John Deere Extended Hoe with Front-Loader

Industrial Equipment, Geismar, Louisiana

Qty.	Description	Qty.	Description
2	10,000/20,000 psi Hydro Blaster	2	4,000 psi Hot/Cold Water Pressure Washer
1	3D Nozzel with Attachments		

Remediation/Construction Equipment, Geismar, Louisiana

Qty.	Description	Qty.	Description
1	20" Toolbox (Miscellaneous Hand Tools)	1	Threading Oiler
1	4-Point Cable Harness	1	Rigid Pipe Vise
1	2" Pneumatic Diaphragm Pump with hoses	5	Miscellaneous Pipe Wrenches (up to 48")
1	3,000 psi Pressure Washer	1	Dewalt 18V Cordless Drill, Circular Saw, Reciprocating Saw, and Work Light
4	15-Ton Shackle	1	Tap and Die Set
1	15-Ton Swivel	1	True RMS Digital Multimeter with miscellaneous electrical tools
1	Venturi Blower	1	5KW Dewalt Generator
4	10-Ton Shackle	3	3" x 20' Nylon Slings
2	10-Ton Hooks		
Comprehensive supply of hand tools, sorbent materials, placards, PPE, and other miscellaneous supplies.			

RESPONSE EQUIPMENT (Venice, Louisiana and Service Locations)**Containment Boom, Venice, Louisiana**

Qty. (ft.)	Model	Size	Description
4,000	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Venice, Louisiana

Qty.	Type	EDRC* (Barrels)	Description
1	Goo Gobbler	616	24" Aluminum Cylinder Skimmer
1	Drum Skimmer Gobbler	180	Mounted on 9' x 17' Platform, 5L Diesel Pump, 1600 GPH, 500 gal. Storage Capacity
1	Pelican	240	24" Aluminum Weir Skimmer

Temporary Storage Capacity, Venice, Louisiana (Minimum in Inventory)

Qty.	Type	Capacity	Description
50	Open Top Drum	55 Gal.	

Vessels and Motors, Venice, Louisiana

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Fast Response Vessel	30	2 - 200	35	150	2,500	4
1	Fast Response Vessel	26	2 - 150	35	150	2,000	4
1	Fast Response Vessel	18	90	30	150	1,500	4
4	Jon Boats	16	25	25	30	1,000	2

Transportation Equipment, Venice, Louisiana

Qty.	Description	Qty.	Description
3	Pick-up Trucks	1	28' Boom Trailer
1	20' Emergency Response Trailer		

Supplies, Consumable, Venice, Louisiana (Minimum in Inventory)

Qty.	Description	Qty.	Description
350	Bales, Sorbent Pads	250	Bales, 5" Sorbent Boom
250	Bales, 8" Sorbent Boom	25	Bags, Floor Dry

Safety Equipment, Venice, Louisiana

Qty.	Description	Qty.	Description
1	Combustible Gas Detector/4-Gas Meter		

Pumps and Miscellaneous Supplies, Venice, Louisiana

Qty.	Description	Qty.	Description
2	2" Diesel Pump	2	2" Gas Pump

Communications, Venice, Louisiana

Qty.	Type	Frequency	Range, Mi.	Description
4	VHF Hand Held	851-866 MHz	20 - 30	MTX 8000 B7
3	Cellular Telephone		Nationwide	Hand Held

18' Spill Response Trailer - Empire, Louisiana

Qty.	Description	Qty.	Description
20	Bales, Sorbent Pads	10	Two-Piece Rain Suits
4	40' Bags, 8" Sorbent Boom		PPE - Yellow and White Tyvek Suits
4	40' Bags, 5" Sorbent Boom	1	Cases, PVC Gloves
1	2" Weir Skimmers	1	2" Wash Pumps with Hoses

RESPONSE EQUIPMENT (Jackson, Mississippi and Service Locations)**Containment Boom Jackson, Mississippi**

Qty. (ft.)	Model	Size	Description
2,000	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric
400	Miniboom	10	Quick Connect, 50 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Jackson, MS

Qty.	Type	EDRC* (Barrels)	Description
1	Vacuum Truck	500	70-Barrel Capacity, Stainless Steel
1	King-Vac	500	70-Barrel Capacity
1	Guzzler	500	60-Barrel Capacity
1	Goo Gobbler	616	24" Aluminum Cylinder Skimmer with Hydraulic Pack
1	Goo Gobbler	616	24" Aluminum Cylinder Skimmer with Pneumatic Pack

Temporary Storage Capacity, Jackson, Mississippi (Minimum in Inventory)

Qty.	Type	Capacity	Description
15	Overpack Drums	95 Gal.	Polyethylene
30	Overpack Drums	85 Gal.	Steel
100	Open Top Drums	55 Gal.	Steel
36	Open Top Drums	55 Gal.	Polyethylene
36	Closed Top Drums	55 Gal.	Steel
18	Closed Top Drums	55 Gal.	Polyethylene
4	Storage Tanks	1,100 Gal.	Polyethylene
1	Skid-Mounted Tank	5,000 Gal.	Steel
1	Tote-Container	250 Ga.	Polyethylene

Vessels and Motors, Jackson, Mississippi

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Fast Response Vessel	20	2 - 88	60	150	2,500	6
1	Work Boat	18	90	40	40	1,250	4
1	Work Boat	16	25	25	30	1,000	2
1	Work Boat	14	15	25	30	350	2
3	Work Boat	12				150	2

Transportation Equipment, Jackson, Mississippi

Qty.	Description	Qty.	Description
18	Pick-up Trucks	1	36' HazMat Response Trailer/Chemical Transfer Unit with
1	6,000-Gallon Stainless Steel Tanker	1	53' Command/Communications Trailer
2	20' Equipment Trailer	1	53' Bunkhouse Trailer
1	16' Equipment Trailer with sides	1	32' Mobile Command Post with Field Laboratory
1	16' Oil Spill Response Trailer	1	Traffic Control Trailer with Traffic Control Equipment
1	25' Equipment Trailer with hydraulic crane	1	PPE Trailer
3	25' Gooseneck Equipment Trailer	2	25' Equipment Trailer
1	36' Response Trailer	1	18' Equipment Trailer
2	4-WD ATVs	1	8' Equipment Trailer
4	Over the Road Trucks with Roll Off Frames		

Supplies, Consumable, Jackson, Mississippi (Minimum in Inventory)

Qty.	Description	Qty.	Description
50	Bales, Sorbent Pads	10	Bags, Vermiculite
25	Bags, 8" Sorbent Boom, 40'	50	Bales, Fiberperl / Cell-u-Sorb
30	Bags, Citric Acid	25	Bags, Hydrated Lime
150	Bags, Oil-Gator	25	Bags, FloorDri
25	Bales, Chemical Pads	10	Micro-Blaze
25	Bags, Ferrous Sulfate		

Personal Protective Equipment, Jackson, Mississippi

Qty.	Description	Qty.	Description
12	Level A Suits, DuPont Tychem	200	Pair, Nitrile Gloves
1	Level A Suit Tester	200	Pair, Neoprene Gloves
20	Fully-Encap. Level B suits, CPF 3 & 4	50	Pair, SilverShield Gloves
100	Level B Suits, CPF 3	50	Pair, SilverShield Boot Covers
150	Level B Suits, CPF 2	50	Pair, Rubber Boot Covers
250	NexGen Suits	1,000	Pair, Nitrile Inner Gloves

RESPONSE EQUIPMENT (Jackson, Mississippi and Service Locations)**Breathing Air Trailer, Jackson, Mississippi**

Qty.	Description
12	High Pressure (6,000 psi) Grade-D Breathing Air Cylinders

Respiratory Protective Equipment, Jackson, Mississippi

Qty.	Description
1	Breathing Air Trailer (Grade D) consisting of 12 6,000 PSI Cylinders
9	MSA Self-Contained Breathing Apparatus (SCBA), 60 minutes, including 12 NFPA-Compliant SCBAs
7	Hip-Mounted Breathing Air Units
30	Air-Purifying Respirators

Safety Equipment, Jackson, Mississippi

Qty.	Description	Qty.	Description
1	Blast Shield with Remotely-Operated Drill Press	400	Chemical-Specific Colorimetric Detector Tubes
2	HazCat Kit	1	Hydrogen Cyanide Detector
1	Portable Weather Station	1	Ammonia Detector
1	Random Aerosol Monitor (RAM)	1	Vented Exhaust Hood, Portable
3	Photoionization Detector (PID)	12	Mustang Flotation Jackets
1	Flame Ionization Detector (FID)	8	Mustang Survival/Flotation Suits
1	Lumex Portable Mercury Vapor Analyzer	1	Passport
4	Colormetric Tube Pumps	2	MSA Watchman
2	Entry Rae 4-Gas Meter	3	Radiological Survey Meter (NORM)
1	Guardian Biological Agent Detector		

Pumps, Transfer and Miscellaneous Equipment, Jackson, Mississippi

Qty.	Description	Qty.	Description
1	Stainless Steel Betts Valve	1	3" Stainless Steel Vane Pump
1	Vac-U-Max Stainless Steel Drum Pump	1	LPG / Anhydrous Ammonia Pump
1	Corken Compressor (Chlorine)	1	4,300-Watt Generator
1	Nitrogen Purge System for Chemical Transfers	2	2" Stainless Steel Air Diaphragm Pump, Viton Elastomers
1	3" Flare Stack	1	2" Stainless Steel Air Diaphragm Pump, Teflon Elastomers
320	Feet, 2" Stainless Steel LPG / Anhydrous Ammonia Transfer Hose	3	1" Polypropylene Air Diaphragm Pump, Viton Elastomers
140	Feet, 2" Resistoflex Chemical Hose	2	2" Polypropylene Air Diaphragm Pump, Viton Elastomers
220	Feet, 2" Teflon Chemical Transfer Hose	4	2" Gas Wash Pump
3	Coppus Blower	4	1" Wash Pump
150	Feet, 2" U.H.M.W.P. Chemical Transfer Hose	3	1 1/2" High Pressure Washer Pump
150	Feet, 1" U.H.M.W.P. Chemical Transfer Hose	2	3" Gas Trash Pump
100	Feet, 2" Chemical Transfer Hose with Poly Fittings	4	2" Aluminum Air Daiphragm Pump
200	Feet, 1" Monel Chlorine Transfer Hose	1	60 kw Generator
300	Feet, Hydraulic Hose	1	Carbon Filter Unit 2000lb. Capacity
1	Magnetic Patch	2	Biological Fogging Units
1	Chlorine "C" Kit	1	21.7 hp Hydraulic Power Pack
1	6,600-Watt Generator	6	2" 1000 P.S.I. Stainless Steel Shutdown Valves
30	3/4 " Acme Brass Adapters	1	Remote Emergency Shutdown System (3 shutdown locations)
1	185 CFM Air Compressor	2	2" Sightglass, backflow valves
1	Butterworth	1	High-Pressure Steam Cleaner
1	Explosion-Proof Lighting	1	Portable Light Tower 4000-Watt
1	40 KVA Generator	1	2" Kynar Versamatic Diaphragm Pump
1	Haz-Hammock	2	7,200-Watt Generators
	Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, bushings, reducers and couplings	2	Pressure Washer-Hot Water, trailer-mounted, self-contained

Communications and Electronics, Jackson, Mississippi

Qty.	Type	Frequency	Range, Mi.	Description
12	Motorola Hand-Held	851-866 MHz	5	Intrinsically Safe
25	Cellular Telephone		Nationwide	Hand Held
10	GPS Units			Hand Held
2	Lazar Temperature Guns			
10	Digital Cameras			

Mercury Spill Equipment and Supplies, Jackson, Mississippi

Qty.	Description	Qty.	Description
2	Mercury Vacuum	25	Pounds, Mercury Granular Absorbent
15	Gallons, Mercon Solution	10	Mercury Indicator Powder

RESPONSE EQUIPMENT (Jackson, Mississippi and Service Locations)**Heavy Equipment, Jackson, Mississippi**

Qty.	Description
2	4-Wheel Drive Cat Rubber-Tire Backhoe with Extend-a-hoe Attachment
1	Catepillar 320 Trackhoe
1	Catepillar D5M Bull Dozer
1	Catepillar Skid Steer (bob cat)
1	Mini Excavator
1	Sheep's foot compactor (60" drum)
1	18 Yard tandem dump truck
1	End-Dump Trailer
1	2,000 gallon water truck
1	Tractor trailer with lo-boy

Firefighting Equipment and Supplies, Jackson, Mississippi

Qty.	Description	Qty.	Description
1	Akron 536 Cellar Nozzle	1	Firefighting Trailer with foam capability and 2,500 GPM pump
1	Akron 911 Oscillating Monitor with Nozzle	1	Firefighting Trailer with foam capability and 1,100 GPM pump
1	Akron 3443 Quick-Attack Monitor	1	Firefighting Support Trailer
1	Portable Monitor	18	NFPA-Compliant Firefighting Turnout/Bunker Gear
500	Feet, 3" LDH (Supply Line) Fire Hose	10	DuPont Tychem® CPF Thermo Pro (chemical and fire-resistant, level B suits)
500	Feet, 5" LDH (Supply Line) Fire Hose	8	NFPA-Compliant Self-Contained Breathing Apparatus (SCBA)
200	Gallons, AFFF and High-Expansion Foam	8	Spare Bottles of Air
115	Gallons, X-TRA High Expansion Foam	2	350-lb. Wheeled Purple K Fire Extinguishers
1	K-12 Abrasive Saw	6	20-lb. Cartridge Purple K Fire Extinguishers
1	2,100-Gallon Water Tank, Portable	4	30-lb. Metal X Fire Extinguishers
120	Feet, 6" Suction Hose with Camlock Fittings	1	Tempest PPV Fan, Gasoline
1	1/2" 95 GPM in-line Foam Eductor	1	500 GPM Self Educting Foam Master Stream Nozzle
2	2 1/2" in-line Foam Eductor	1	1000 GPM Self Educting Foam Master Stream Nozzle
2	750 Cu/min 25 GPM Hi-Ex Foam Nozzle w/Eductor	4	1 1/2" Turbojet Nozzle w/ Pistol Grip
1	Smoke Ejector	1	Elkart Chief Nozzle
2	2 1/2" X (2) 1 1/2" Gated Wye	3	Turbojet Fog Nozzle
1	(2)2 1/2" x 5" Storz Outlet Siamese Clappered	1	6" Nercyrt Nozzle
1	Water Thief w/(2) 1 1/2" x (1) 2 1/2"	1	3" Piercing Nozzle
1	LDH Manifold 5" Storz x (4) 2 1/2"	1	Stacked Tips Set for Monitor
1	LDH Manifold 5" Storz x (3) 2 1/2"	1	250 GPM Medium Expansion 2 1/2" Nozzle
2	2 1/2" NH Gated Valve	6	6" x 20" Suction Hose w/ Camlock Fittings
1	2 1/2" Double Female Adapter	1	6" Basket Strainer
1	2 1/2" Double Male Adapter	1	6" Floating Strainer
4	6" Female nh x 5" Storz Adapter	1	2100 Gal. Portable/Folding Water Tank
1	5" Female nh x 5" Storz Adaptor	1	Gasoline PPV Fan
3	4 1/2" Female nh x 5" Storz Adapter	1	Stokes Stretcher w/Floatation Kit
2	2 1/2" nhf x 5" Storz Adapter	1	Long Hand Board (Plastic)
1	Herbert LDH Hose Clamp	1	Sled
1	Eyewash Station	1	Confined Space Rescue Kit
1	First Aid Kit		
1	Fire Boss, twin agent (AFFF Foam and PKP Extinguishing Agents)		
1	Darley Hercules Portable Fire Pump, rated at 575 GPM		
6	Radios		

Comprehensive supply of ladders, tools and accessorites, including Akron turbojet nozzles, flathead axes, pike poles, etc.

Traffic Control Equipment, Jackson, Mississippi

Qty.	Description	Qty.	Description
1	Solar Powered Arrow Board	4	Roadwork Ahead Signs
1	Truck with flashing lights	4	Right/Left Lane Closed One Mile Signs
1	24' Foot Equipment Trailer	4	Right/Left Lane Closed One-Half Mile Signs
2	Stop and Slow Flagger Paddles with 6' Staff	2	Right/Left Lane Closed 1500 Feet Signs
10	Personnel Clip On Flashing Lights	4	Lane Diversion/ Lane Ends Signs
4	Flaggers Flags	2	Reduced Speed Ahead Signs
8	Blinking Lights	2	Speed Limit 60 Signs
12	Flagman's Reflective Vests	2	One Lane Road Ahead Signs
50	Traffic Control Cones	2	Be Prepared to Stop Signs
70	Tires (to keep barrels in place)	2	Flagman Ahead Signs
180	Feet, Traffic Control Interlocking Barricades	2	Shoulder Work Signs
10	Tripod Sign Stands	2	End Road Work Signs
20	H Style Sign Stands	1	Speeding Fines Doubled When Workers Are Present Sign
4	Lighted Hand Wands	4	Blank MPH Signs
60	Traffic Control Barrels	1	Road Closed Authorized Personnel Only Sign
2	Exit Signs	1	Right Shoulder Closed w/Next xx Miles Plaque
2	Yield Signs	1	Right Shoulder Closed w/xx Feet Plaque
2	Road Work One Mile Signs	1	Left Shoulder Closed w/Next xx Miles Plaque
		1	Left Shoulder Closed w/xx Feet Plaque

RESPONSE EQUIPMENT (Memphis, Tennessee and Service Locations)**Containment Boom, Memphis, Tennessee**

Qty. (ft.)	Model	Size	Description
1,800	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric
500	Large Creek	15"	Quick Connect, 100 ft. sections, 22 oz. Fabric
300	Large Creek	12"	Quick Connect, 50 ft. sections, 22 oz. Fabric
850	Miniboom (Creek)	6"	Quick Connect, 50 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Memphis, Tennessee

Qty.	Type	EDRC* (Barrels)	Description
1	Vacuum Truck	500	80-Barrel Capacity, Stainless Steel
1	Vacuum Truck	500	80-Barrel Capacity, Carbon Steel
2	Crucial	240	36" Drum Skimmer

Temporary Storage Capacity, Memphis, Tennessee (Minimum in Inventory)

Qty.	Type	Capacity	Description
8	Overpack Drums	95 Gal.	Polyethylene
8	Overpack Drums	85 Gal.	Steel
25	Open Top Drums	55 Gal.	Polyethylene
30	Open Top Drums	55 Gal.	Steel
2	Portable Tank	1,000 Gal.	Polyethylene

Vessels and Motors, Memphis, Tennessee

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Work Boat	24	2 - 115	50	70 to 80	1,000	4
2	Work Boat	16	25	20	30 to 40	800	2
5	Work Boat	14	9.9	20	30 to 40	800	2
3	Work Boat	12	9.9	20	30 to 40	800	2

Transportation Equipment, Memphis, Tennessee

Qty.	Description	Qty.	Description
7	Pick-up Trucks	1	25' Equipment Trailer with hydraulic crane
1	20' Equipment Trailer (Enclosed)	1	20' Oil Spill Response Trailer
1	16' Landscape Trailer with sides	1	16' Oil Spill Response Trailer
1	20' Equipment Trailer with sides	1	16' Enclosed PPE Trailer
1	18' Equipment Trailer w/ Bumper Pull (10,000 lbs.)		
1	36' HazMat Response Trailer/Chemical Transfer Unit with Command Center		

Supplies, Consumable, Memphis, Tennessee (Minimum in Inventory)

Qty.	Description	Qty.	Description
84	Bales, Sorbent Pads	6	Bags, Vermiculite
180	Bales, Chemical Pads	180	Bales, Oil Pads
60	Bales, 5" Sorbent Boom	8	Bags, Cell-U-Sorb
25	Bags, Citric Acid	25	Bags, Sodium Bicarbonate
180	Bags, Oil-Gator	75	Pails, 5-Gallon, Micro Blaze
25	Bags, Hydrated Lime	56	Bags, Soda Ash

Personal Protective Equipment, Memphis, Tennessee

Qty.	Description	Qty.	Description
4	Fully-Encapsulating Level A Suits	24	Pair, Nitrile Gloves
1	Level A Suit Tester	12	Pair, Butyl Gloves
24	Level B Suits, Kappler CPF 3	4	Boxes, Nitrile Inner Gloves
24	Level B Suits, Kappler CPF 2	24	Pair, Latex Boot Covers
48	NexGen (Kappler) Suits	24	Pair, SilverShield Gloves
24	Pair, PVC Gloves	24	Pair, SilverShield Foot Covers
2	Leather Work Gloves	8	Size 15 Level "A" Outer Boots
5	Sets of Bunker Gear	12	Rain Suits
5	USCG Type V Exposure Suits	4	USCG Type III Float Coats
50	Poly Tyvek Suits		

Respiratory Protective Equipment, Memphis, Tennessee

Qty.	Description
1	MSA Self-Contained Breathing Apparatus
2	MSA SCBA Spare Bottles (30-minute)
4	Hip-Mounted Breathing Air Units
4	Scott Self-Contained Breathing Apparatus
4	Scott SCBA Spare Bottles (60-minute)
600	Feet, MSA Hard Line for Breathing Air
10	Boxes, GME P-100 type Cartridges (6 ea.)
6	Boxes, Mersorb Cartridges
15	Air-Purifying Respirators

RESPONSE EQUIPMENT (Memphis, Tennessee and Service Locations)**Safety Equipment, Memphis, Tennessee**

Qty.	Description	Qty.	Description
1	Combustible Gas Detector/4-Gas Meter	1	Colorimetric Tube Draeger Pump
2	MultiRae / 5-Gas PID	1	Ph Meter
1	UltraRae - Benzene Specific	40	H2S Meters
1	EntryRae / 5-Gas PID	1	Radiation Survey Meter
1	Haz Cat Kit	1	Handheld Weather Station
2	Colorimetric Tube MSA Pump & assortment of detector tubes		

Pumps and Miscellaneous Equipment, Memphis, Tennessee

Qty.	Description	Qty.	Description
7	Ft, 2" Teflon (TFPE) Chemical Transfer Hose	2	3" Aluminum Air Diaphragm Pump
6	Ft, 1" Chemflex Chemical Transfer Hose	1	Chlorine C Kit
250	Feet, 2" Petroleum Hose	1	Haz-Hammock
500	Feet, 3" Petroleum Hose	2	Copper Coated Grounding Rods
2	2" Trash Pumps	1	2" Wash Pump
1	3" Trash Pump	2	Lutz Electric Hydrocarbon Pump
8	Manual Hydrocarbon Pumps	2	High Pressure Rail Car Test Kit
2	Pressure washer 2600 psi	1	20k hHydroblaster
1	Magnetic Patch Kit		
1	25 lb. Bottle LPG for Flare		
3	Rebuild Kits		
1	Self-Contained Steam Cleaner, Trailer Mounted		
1	2" Stainless Steel Air Diaphragm Pump, Viton Elastomers		
1	2" Stainless Steel Air Diaphragm Pump, Teflon Elastomers		
2	1" Polypropylene Air Diaphragm Pump, Viton Elastomers		
1	2" Polypropylene Air Diaphragm Pump, Viton Elastomers		

Communications, Memphis, Tennessee

Qty.	Type	Frequency	Range, Mi.	Description
5	Vertex Hand-Held	151-158 MHz	2-5	Intrinsically Safe
4	Marine Hand-Held/Mobile	Marine Band	2-5	Uniden
16	Cellular Telephone		Nationwide	Hand Held

RESPONSE EQUIPMENT (Nashville, Tennessee and Service Locations)**Containment Boom, Nashville, Tennessee**

Quantity (ft.)	Model	Size	Description
1,000	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric
100	River	18"	Quick Disconnect 50 ft. sections, 22 oz. Fabric
1,000	River	10"	
200	Miniboom	6"	Quick Connect, 50 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Nashville, Tennessee

Qty.	Type	EDRC* (Barrels)	Description
1	Vacuum Truck	500	80-Barrel Capacity, Stainless Steel
1	Vacumax		

Temporary Storage Capacity, Nashville, Tennessee (Minimum in Inventory)

Qty.	Type	Capacity	Description
5	Overpack Drums	95 Gal.	Polyethylene
5	Overpack Drums	85 Gal.	Steel
10	Open Top Drums	55 Gal.	Polyethylene
25	Open Top Drums	55 Gal.	Steel

Vessels and Motors, Nashville, Tennessee

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Work Boat	16	70	35	70 to 80	1,000	2

Transportation Equipment, Nashville, Tennessee

Qty.	Description	Qty.	Description
5	Pick-up Trucks (2) F-250 and (3) F-350	1	20' Equipment Trailer
1	12' Equipment Trailer (Lab Packing/Bio Response)	1	16' Closed Type Cargo Response Trailer
1	14' Electric Lift Dump Trailer	1	10' Utility Trailer

Supplies, Consumable, Nashville, Tennessee (Minimum in Inventory)

Qty.	Description	Qty.	Description
50	Bales, Oil Absorbent Pads	20	Bags, Vermiculite
50	Bales, Chemical Pads	50	Bucket of Absorbent (floor dry)
5	Gallons of Citric Degreaser	250	Gallons of Micro Blaze
5	Gallons of Sodium Biocarbonate	50	Gallons of Citric Acid
50	Bales, 5" Sorbent Boom	50	Gallons of Soda Ash

Personal Protective Equipment, Nashville, Tennessee

Qty.	Description	Qty.	Description
4	Level A Suits (Tychem TK)	72	Pair, Leather Work Gloves
24	Level B Suits, Kappler CPF 3	100	Pair, Nitrile Gloves
24	CPF 2	100	Pair, PVC Gloves
48	Poly Coated Tyvek	24	Boxes, Nitrile Inner Gloves
12	Pair, Silver Shield Gloves	12	Pair, Butyl Gloves
12	Pair, Silver Shield Foot Covers	8	Size 15 Level A Outer Boots
12	Rain suits	24	Pair, Neoprene Gloves
4	Sets of Bunker Gear	50	Pair, Latex Boot Covers

Respiratory Protective Equipment, Nashville, Tennessee

Qty.	Description
4	MSA Self-Contained Breathing Apparatus with 30 minute bottles
4	MSA SCBA Spare Bottles (30-minute)
8	MSA Mersorb Respirator Cartridges, 6 per box
8	Air-Purifying Respirators, MSA Ultra Elite
8	Boxes of Mersorb Cartridges
5	Boxes of GME P-100 Cartridges, 6 per box

Safety Equipment, Nashville, Tennessee

Qty.	Description	Qty.	Description
1	Combustible Gas Detector/4-Gas Meter	1	Jerome 431-X Portable Mercury Vapor Analyzer
5	Miller Full Body Harness "Standard"	4	First Aid/Fire Ext./Eye Wash Stations
5	Miller Full Body Harness "Revolution"	1	Tripod Confined Space Entry/Rescue
8	Fall Protection Lanyards	1	12" Electric Air Mover w/air duct
2	Haz Cat Kit	1	Lockout/Tagout Kit (Large)
1	Complete set of Decon Equipment		

RESPONSE EQUIPMENT (Nashville, Tennessee and Service Locations)**Pumps and Miscellaneous Equipment, Nashville, Tennessee**

Qty.	Description	Qty.	Description
100	Ft, 2" Chemical 200 Transfer Hose w/Poly	1	2" Stainless Steel Air Diaphragm Pump, Teflon Elastomers
200	Ft, 2" Chemical 200 Transfer Hose w/SS	100	1" Hose w/ Aluminum Fittings
200	Ft, 3" Petro. Transfer Hose	1	12 CFM Portable Air Compressor
1	2" Aluminum Double Diaphragm Pump, Buna	2	4,000 P.S.I. Pressure Washers
1	2" Poly Double Diaphragm Pump, Teflon	1	Complete Torch Kit
2	2" Wash Pump	100	Feet, 3/8" Air Hose
2	Pressure Washer 3600 psi	100	Feet, 3/8" Nitrogen Hose
1	Fire Hose w/Cam Lock Fitting	1	A-E Patch Kit
1	Plug Compound	1	Wooden Plug and Wedge Kit
4	Rebuild Kits for Each Diaphragm Pump	1	Regulator for Diaphragm Pump
2	Complete Set of S.S. and Poly Assorted Fittings	1	Haz-Hammock
2	Portable Generators 7K	1	Chlorine "C" Kit
4	Stream Lights (Portable Flash Lights Rechargeable)	1	Midland Kit
3	Portable Lights	1	Pressure Relief Device O Ring Kit
1	Fire Hose, 200 ft.	1	Assorted Hose Gaskets (Viton) (Teflon) (Buna)

Communications, Nashville, Tennessee

Qty.	Type	Frequency	Range, Mi.	Description
5	Cellular Telephone		Nationwide	Hand Held

RESPONSE EQUIPMENT (Little Rock, Arkansas and Service Locations)**Containment Boom, Little Rock, Arkansas**

Qty. (ft.)	Model	Size	Description
1,000	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric
500	Miniboom	6"	Quick Connect, 50 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Little Rock, Arkansas

Qty.	Type	EDRC* (Barrels)	Description
1	Guzzler	500	70-Barrel Capacity
2	Goo Gobbler	500	48" Double-Barrel Skimmer

Temporary Storage Capacity, Little Rock, Arkansas (Minimum in Inventory)

Qty.	Type	Capacity	Description
6	Roll Drum Liners		

Vessels and Motors, Little Rock, Arkansas

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Work Boat	16	25	20	30 to 40	800	2
1	Work Boat	14	20	15	15 to 20	600	2

Transportation Equipment, Little Rock, Arkansas

Qty.	Description	Qty.	Description
7	Pick-up Trucks	3	20' Gooseneck Trailer
1	24' HazMat Response Trailer	1	16' Oil Spill Response Trailer, bumper pull

Supplies, Consumable, Little Rock, Arkansas (Minimum in Inventory)

Qty.	Description	Qty.	Description
50	Bales, Sorbent Pads	20	Bales, Oil Pads
20	Bales, Chemical Pads	20	Bags, Oil Dry
10	Bales, 5" Sorbent Boom	30	Bags, Cell-U-Sorb
10	Bags, Citric Acid	10	Bags, Sodium Bicarbonate
40	Bags, Oil-Gator	10	Bags, Sodum Bisulfite
2	Pails, Absorbent (floor dry)	10	Pails, 5-Gallon, Micro Blaze
20	Bags, Hydrated Lime		

Personal Protective Equipment, Little Rock, Arkansas

Qty.	Description	Qty.	Description
4	Level A Suits	24	Pair, Nitrile Gloves
24	Level B Suits, Kappler CPF 3	24	Pair, PVC Gloves
24	Level B Suits, Kappler CPF 2	4	Boxes, Nitrile Inner Gloves
48	NexGen (Kappler) Suits	24	Pair, Latex Boot Covers
24	Pair, SilverShield Gloves	4	Size 15 Level "A" Outer Boots

Respiratory Protective Equipment, Little Rock, Arkansas

Qty.	Description
4	MSA Self-Contained Breathing Apparatus
4	MSA SCBA Spare Bottles (60-minute)
5	Boxes of GME P-100 type Cartridges (6 ea.) 30 total
13	Air-Purifying Respirators

Safety Equipment, Little Rock, Arkansas

Qty.	Description
1	Haz Cat Kit
1	Combustible Gas Detector/4-Gas Meter
1	First Aid Kit

RESPONSE EQUIPMENT (Little Rock, Arkansas and Service Locations)***Pumps and Miscellaneous Equipment, Little Rock, Arkansas***

Qty.	Description	Qty.	Description
40'	Feet, 1" Chemical Hose w/S.S. Fittings	1	Regulator for Diaphragm Pump w/ Water Condensate Filter
100'	Feet, 2" Chemical Hose w/S.S. Fittings	1	Stainless Steel Fitting Box
100'	1" Hose w/ Aluminum Fittings	1	Haz-Hammock
1	2" Double Diaphragm S.S. Pump	1	2" Double Diaphragm Poly Pump
2	1" Double Diaphragm Poly Pump	1	2" Trash Pump
1	O-Ring Kit	1	Portable Generator 5500
		1	A-E Kit

Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, bushings, reducers and couplings.

Communications, Little Rock, Arkansas

Qty.	Type	Frequency	Range, Mi.	Description
14	Cellular Telephone		Nationwide	Hand Held

Heavy Equipment, Little Rock, Arkansas

Qty.	Description
1	Komatsu Mini Excavator
1	Catepillar Skid Steer (bob cat)

RESPONSE EQUIPMENT (Mobile, Alabama and Service Locations)**Containment Boom, Mobile, Alabama**

Qty. (ft.)	Model	Size	Description
800	ACME, Miniboom	10"	Quick Connect, 50 ft. sections, 22 oz. Fabric
5,000	ACME, River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Mobile, Alabama

Qty.	Type	EDRC* (Barrels)	Description
1	Vacuum Truck	500	70-Barrel Capacity, Stainless Steel
1	Tri-axle Roll Off Truck		60,000-Pound Capacity Hoist System with Auto Tarp
1	Goo Gobbler	616	24" Aluminum Cylinder Skimmer with Pneumatic Tank
2	Skim Pack	300	

Temporary Storage Capacity, Mobile, Alabama (Minimum in Inventory)

Qty.	Type	Capacity	Description
1	Poly Storage Tank	3,000 Gal.	Designed for Chemical Storage
1	Poly Storage Tank	300 Gal.	Designed for Chemical Storage
1	Skid-Mounted Tank	1,000 Gal.	Steel
2	Skid-Mounted Tank	500 Gal.	Steel
125	Open Top Drum	55 Gal.	Steel and Poly
20	Overpack Drum	95 Gal.	Steel
10	Overpack Drum	85 Ga.	Polyethylene

Vessels and Motors, Mobile, Alabama

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Fast Response Vessel	26	300	50	250	5,500	6
1	Fast Response Vessel	20	115	57	100	1,800	4
1	Response Vessel	18	50	35	30	1,000	3
1	Work Boat	16	25	30	50	1,300	2

Transportation Equipment, Mobile, Alabama

Qty.	Description	Qty.	Description
11	Pick-up Truck	1	Stake Body Truck with Hydraulic Crane
2	4-WD ATV	1	26' Hazardous Materials/Chemical Transfer Trailer
1	12' ATV Trailer	1	21' Emergency Response/Oil Spill Trailer
1	20' Equipment Trailer	1	16' Confined Space/High Angle Rescue Trailer
1	18' Equipment Trailer	1	14' Enclosed Drum Transport Trailer
1	18' Equipment Trailer with sides	1	10,000 psi Hydro Blaster
1	20' Boom Trailers		

Supplies, Consumable, Mobile, Alabama (Minimum in Inventory)

Qty.	Description	Qty.	Description
100	Bales, Absorbent Pads	30	Boxes, Absorbent Oil Snare
60	Bales, Absorbent Boom, 5"	20	Bales, Absorbent Chemical Boom, 6"
100	Bags, Oil Gator	20	Bags, Absorbent Vermiculite
30	Bags, Citric Acid	25	Bales, Chemical Pads
20	Micro-Blaze	50	Bags, Cell-U-Sorb
20	Bales, Oil Sweep	20	Bags, Sodium Bicarbonate

Personal Protective Equipment, Mobile, Alabama

Qty.	Description	Qty.	Description
8	Fully-Encapsulating Level A Suits	144	Pair, Nitrile Gloves
30	Level B Suits, Kappler CPF 3	120	Pair, Neoprene Gloves
60	Level B Suits, Kappler CPF 2	500	Pair, Nitrile Inner Gloves
6	Firefighter Bunker Gear	100	Pair, Latex Boot Covers
500	NexGen (Kappler) Suits	30	Pair, SilverShield Gloves
2	USCG Type V Exposure Suits	4	USCG Type III Float Coats

Respiratory Protective Equipment, Mobile, Alabama

Qty.	Description
4	High Pressure (6,000 psi) Grade-D Breathing Air Cylinders
10	MSA Self-Contained Breathing Apparatus
6	MSA SCBA Spare Bottles (60-minute)
2	Hip-Mounted Breathing Air Units
4	MSA Breathing Air
300	Feet, MSA Hard Line for Breathing Air
20	Air-Purifying Respirators

RESPONSE EQUIPMENT (Mobile, Alabama and Service Locations)**Safety Equipment, Mobile, Alabama**

Qty.	Description	Qty.	Description
1	Combustible Gas Detector/4-Gas Meter	1	Colorimetric Tube Draeger Pump
1	Combustible Gas Detector/5-Gas PID	1	Colorimetric Tube MSA Pump & assortment of detector tubes
1	Radiation Survey Meter	1	Ammonia Detector
1	Haz-Cat Kit	10	H2S Detector

Pumps and Miscellaneous Equipment, Mobile, Alabama

Qty.	Description	Qty.	Description
1	3" Stainless Steel Air Diaphragm Pump	1	SS Betts Emergency Unloading Valve
1	2" Polypropylene Air Diaphragm Pump	1	1" Simmer Petroleum Pump
3	2" Stainless Steel Air Diaphragm Pump	2	3" Wash Pump
2	1" Stainless Chem Air Diaphragm Pump	6	2" Wash Pump
2	1" Polypropylene Air Diaphragm Pump	1	Nonsparking Tool Kit
100	Feet, 2" Petroleum Transfer Hose, Brass Fittings	1	2D Butterworth
100	Feet, 2" Acid/Chemical Hose, Stainless Fittings	1	2" Sightglass, Backflow Valves
10	Decontamination Pool	1	Chlorine "A" Kit
2	High-Pressure Steam Cleaner	1	Nitrogen Purge System for Chemical Transfers
1	225 Amps, 6,000 Watts Miller Welding Machine	1	185 CFM Air Compressor
1	Recovery Winch and Harness	1	Chlorine "B" Kit
2	Wheel Barrow Portable Air Compressor	1	Chlorine "C" Kit
1	Set, "Lid Loc" Dome Clamps	100	Feet, 2" Acid/Chemical Hose, Polypropylene Fittings
	Explosion Proof Lighting	1	5,000-Watt Generator

Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, bushings, reducers and couplings.

Communications, Mobile, Alabama

Qty.	Type	Frequency	Range, Mi.	Description
12	Motorola Hand Held		> 100	MPKA Hand Held
15	Cellular Telephone		Nationwide	Hand Held
2	Satellite Phone/Radio		Unlimited	Portable
8	GPS Units			Hand Held
6	Digital Cameras			

Industrial Equipment, Mobile, Alabama

Qty.	Description	Qty.	Description
1	10,000 psi Hydro Blaster	1	4,000 psi Hot/Cold Water Pressure Washer
2	Bulldog Pumps	2	3,500 Cold Water Pressure Washer
1	2D Butterworth Nozzle with attachments	1	Venturi Blower and Copus Blower

RESPONSE EQUIPMENT (Mobile, Alabama and Service Locations)**Containment Boom, Biloxi, Mississippi**

Qty. (ft.)	Model	Size	Description
1,100	ACME, River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric

Temporary Storage Capacity, Biloxi, Mississippi (Minimum in Inventory)

Qty.	Type	Capacity	Weight (lbs.)	Description
1	Poly Storage Tank	300 Gal.		Designed for chemical storage
5	Close Top Drums	55 Gal.		Steel
2	Overpack Drum	95 Gal.	50	Steel
1	Overpack Drum	95 Gal.	50	Poly
1	Overpack Drum	30 Gal.		Poly

Vessels and Motors, Biloxi, Mississippi

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Work Boat	16	25	25	30	1,000	2

RESPONSE EQUIPMENT (Jackson, Mississippi and Service Locations)**Transportation Equipment, Biloxi, Mississippi**

Qty.	Description	Qty.	Description
2	Pick-up Truck	1	16' Emergency Response Trailer

Supplies, Consumable, Biloxi, Mississippi (Minimum in Inventory)

Qty.	Description	Qty.	Description
36	Bales, Absorbent Pads	30	Boxes, Absorbent Oil Snare
24	Bales, Absorbent Boom, 5"	20	Bales, Absorbent Chemical Boom, 6"
20	Bales, Oil Sweep	50	Bags, Absorbent Particulate

Personal Protective Equipment, Biloxi, Mississippi

Qty.	Description	Qty.	Description
20	Level B Suits, Kappler CPF 2	20	Pair, Neoprene Gloves
30	NexGen (Kappler) Suits	20	Pair, Rubber Boot Covers

Safety Equipment, Biloxi, Mississippi

Qty.	Description	Qty.	Description
1	Combustible Gas Detector/4-Gas Meter	1	HazCat Kit
1	Photoionization Detector (PID)		

Communications, Biloxi, Mississippi

Qty.	Type	Frequency	Range, Mi.	Description
2	Cellular Telephone		Nationwide	Hand Held
3	GPS Units			Hand Held
2	Digital Cameras			

Pumps and Miscellaneous Equipment, Biloxi, Mississippi

Qty.	Description
1	1" Aluminum Air Diaphragm Pump
1	1" Polypropylene Air Diaphragm Pump
1	2" Wash Pump
1	5,000-Watt Generator

RESPONSE EQUIPMENT (Birmingham, Alabama and Service Locations)**Containment Boom, Birmingham, Alabama:**

Qty. (ft.)	Model	Size	Description
2,500	River	18"	Quick Connect, 100 ft. sections, 22 oz. Fabric

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Birmingham, Alabama

Qty.	Type	EDRC* (Barrels)	Description
1	Stainless Vacuum Truck	500	80-Barrel Capacity

Temporary Storage Capacity, Birmingham, Alabama (Minimum in Inventory)

Qty.	Type	Capacity	Description
5	Overpack Drums	95 Gal.	Polyethylene
10	Open Top Drums	55 Gal.	Polyethylene
20	Open Top Drums	55 Gal.	Steel

Vessels and Motors, Birmingham, Alabama:

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
2	Jon Boat	16	20	20	20	750	4

Transportation Equipment, Birmingham, Alabama:

Qty.	Description	Qty.	Description
3	Pick-up Trucks	1	20' Equipment Trailer with sides
1	16' HazMat/Oil Spill Response Trailer	1	36' Hazmat/Oil Spill Response Trailer
1	20' Equipment Trailer		

Supplies, Consumable, Birmingham, Alabama (Minimum in Inventory)

Qty.	Description	Qty.	Description
10	Bales, Sorbent Pads	10	Bags, Vermiculite
10	Bales, Chemical Pads	20	Bags, Oil Dry
10	Bales, 5" Sorbent Boom	30	Bags, Cell-U-Sorb
20	Bags, Citric Acid	30	Bags, Sodium Bicarbonate
30	Bags, Lime	20	Bags, Soda Ash
60	Bags, Oil-Gator		

Personal Protective Equipment, Birmingham, Alabama:

Qty.	Description	Qty.	Description
4	Fully-Encapsulating Level A Suits	144	Pair, Nitrile Gloves
30	Level B Suits, Kappler CPF 3	120	Pair, Neoprene Gloves
60	Level B Suits, Kappler CPF 2	500	Pair, Nitrile Inner Gloves
60	NexGen (Kappler) Suits	100	Pair, Latex Boot Covers
30	Pair, SilverShield Gloves	2	Size 15 Level A Outer Boots

Respiratory Protective Equipment, Birmingham, Alabama:

Qty.	Description
4	MSA Self-Contained Breathing Apparatus
4	MSA SCBA Spare Bottles (60-minute)
2	Hip-Mounted Breathing Air Units
4	MSA Breathing Air
600	Feet, MSA Hard Line for Breathing Air
5	Boxes of Mersorb Cartridges
6	Air-Purifying Respirators

Safety Equipment, Birmingham, Alabama:

Qty.	Description	Qty.	Description
1	Combustible Gas Detector/4-Gas Meter	1	Colorimetric Tube Draeger Pump
1	Combustible Gas Detector/5-Gas PID	1	Colorimetric Tube MSA Pump & assortment of detector tubes

RESPONSE EQUIPMENT (Birmingham, Alabama and Service Locations)**Pumps and Miscellaneous Equipment, Birmingham, Alabama:**

Qty.	Description	Qty.	Description
200	Ft, 2" UHMWP Chemical Transfer Hose	1	2" Stainless Steel Air Diaphragm Pump, Viton & Teflon Elastomers
20	Ft, 1" Chemflex Chemical Transfer Hose	2	2" Polypropylene Air Diaphragm Pump, Viton Elastomers
60	Feet, 4" Petroleum Hose	1	1" Aluminum Air Diaphragm Pump, Viton Elastomers
200	Feet, 2" Petroleum Hose	1	2" Polypropylene Air Diaphragm Pump, Teflon Elastomers
1	3" Trash Pumps	2	Rebuild Kits for 2"
2	2" Trash Pump	100	Feet, Chemical Hose with Poly Fittings 20' Sections
1	Regulator for Diaphragm Pump	1	Flare and Kit
1	Nitrogen Regulator	1	Compressed Air Regulator
1	1" Air Dryer with Cowfoot Fittings	1	Haz-Hammock
1	Chlorine C Kit	1	Pressure Relief Device - O Ring Kit
1	A-E Patch Kit	2	50' Firehose With Cam Lock Fittings

Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, bushings, reducers and couplings.

Communications, Birmingham, Alabama:

Qty.	Type	Frequency	Range, Mi.	Description
6	Cellular Telephone		Nationwide	Hand Held

RESPONSE EQUIPMENT (Houston, Texas and Service Locations)**Containment Boom, Houston, Texas**

Qty. (ft.)	Model	Size	Description
5,000	River	20"	Quick Connect, 100 ft. sections, 22 oz. Fabric
500	Creek	6"	

Vacuum Trucks & Skimmers (*Effective Daily Recovery Capacity, Derated to 20% Efficiency per NVIC 7-92), Houston, Texas

Qty.	Type	EDRC* (Barrels)	Description
2	Vacuum Truck	500	70-Barrel Capacity
1	Goo Gobbler	616	24" Aluminum Cylinder Skimmer with Hydraulic Pack
1	Guzzler Air Mover	70	

Temporary Storage Capacity, Houston, Texas (Minimum in Inventory)

Qty.	Type	Capacity	Description
19	Overpack Drums	95 Gal.	Polyethylene
19	Overpack Drums	85 Gal.	Steel
40	Open Top Drums	55 Gal.	Polyethylene
40	Open Top Drums	55 Gal.	Steel

Vessels and Motors, Houston, Texas

Qty.	Type	Size, ft.	HP	MPH	Range, Mi.	Lbs.	Crew Size
1	Fast Response Boat	26	2 - 150	55	60	5,000	6
4	Work Boat	16	25	25	15	1,000	2

Transportation Equipment, Houston, Texas

Qty.	Description	Qty.	Description
13	Pick-up Trucks	3	20' Flatbed Gooseneck Trailer
1	70 BBL Vac Truck (Freightliner)	1	20' Equipment / Utility Trailer
1	32' Chemical Transfer Trailer	2	20' Boom Trailer
2	24' HazMat Response Trailer	1	24' Demolition Trailer with Office
1	16' Oil Spill Trailer	1	28' Flatbed Goosneck Trailer
1	24' Marine Response Trailer	1	Rolloff Trailer
1	Semi Tractor		

Supplies, Consumable, Houston, Texas (Minimum in Inventory)

Qty.	Description	Qty.	Description
100	Bales, Sorbent Pads	100	Bales, Chemical Pads
100	Bags, 8" Sorbent Boom, 40'	150	Bags, Oil Snare

Personal Protective Equipment, Houston, Texas

Qty.	Description	Qty.	Description
10	Level A Suits	40	Poly Coated Tyvek Suits
40	NexGen Suits	40	Level B Suite, CPF3
40	Level B Suits, CPF2	50	Latex Booties
500	Pair, Inner Gloves	80	Pair, PVC Gloves
120	Pair, Nitrile Gloves	20	Pair, Silver Shield Gloves
20	Pair, Silver Shield Booties		

Respiratory Protective Equipment, Houston, Texas

Qty.	Description
10	MSA Self Contained Breathing Apparatus with 60 Minute Bottles
10	MSA 60 Minute Spare Bottles
30	MSA Ultra Twin Respirators, Full Face

RESPONSE EQUIPMENT (Houston, Texas and Service Locations)**Safety Equipment, Houston, Texas**

Qty.	Description	Qty.	Description
6	Combustible Gas Detector/4-Gas Meter	3	Photoionization Detector
1	Radiation Survey Meter		

Pumps and Miscellaneous Equipment, Houston, Texas

Qty.	Description	Qty.	Description
1	3" Poly Chem Air Diaphragm Pump	200	Feet, 2" Acid/Chemical Hose with Poly Fittings
3	2" Stainless Steel Chemical Air Diaphragm Pump	200	Feet, 1" Acid/Chemical Hose with Poly Fittings
3	2" Poly Chem Air Diaphragm Pump	400	Feet, 3" Acid/Chemical Hose with Stainless Fittings
2	1" Stainless Steel Chemical Air Diaphragm Pump	200	Feet, 2" Acid/Chemical Hose with Stainless Fittings
2	1" Poly Chem Air Diaphragm Pump	400	Feet, 1" Acid/Chemical Hose with Stainless Fittings
1	Blackmer 2" Stainless Steel Vein Pump	100	Feet, 2" Discharge Hose with Strainers
7	2" Gasoline Trash Pump	500	Feet, 1 1/2" Rag Hose with Strainers
1	2" Diesel Trash Pump	1	North Star 13,500 kW Generator
400	Feet, 2" Petroleum Hose with Strainers	2	Wheel Barrow Portable Air Compressor
100	Feet, 1" Petroleum Hose with Strainers	3	Drum Dolly
1	6000 kW Generator	1	3500 kW Generator
2	Dewalt 6500 kW Generator	1	Drum Lifting Device, Drum Sling

Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, bushings, reducers and couplings.

Communications, Houston, Texas

Qty.	Type	Frequency	Range, Mi.	Description
6	Motorola Hand-Held	851-866 MHz	5	Intrinsically Safe
20	Cellular Telephones		Nationwide	Hand Held

Heavy Equipment, Houston, Texas

Qty.	Description
1	Trackhoe - Volvo 210

Thermal Oxidizer, Houston, Texas

Qty.	Description
1	1000 SCFM Self-Contained, Portable Thermal Oxidizer with 300 feet of 4" Stainless Hose

RESPONSE EQUIPMENT (Laredo, Texas and Service Locations)**Temporary Storage Capacity, Laredo, Texas (Minimum in Inventory)**

Qty.	Type	Capacity	Description
10	Overpack Drums	95 Gal.	Polyethylene
5	Overpack Drums	85 Gal.	Steel
12	Open Top Drums	55 Gal.	Polyethylene
10	Open Top Drums	55 Gal.	Steel

Transportation Equipment, Laredo, Texas

Qty.	Description	Qty.	Description
2	Pick-up Trucks	2	28' HazMat Response Trailer/Chemical Transfer Unit
1	24' Equipment Trailer	1	18' Equipment Trailer

Supplies, Consumable, Laredo, Texas (Minimum in Inventory)

Qty.	Description	Qty.	Description
10	Bales, Sorbent Pads	24	Bags, FloorDri
2	Bags, 8" Sorbent Boom, 40'	12	Micro-Blaze
12	Bags, Citric Acid		
2	Bags, Hydrated Lime		
10	Bales, Chemical Pads		

Personal Protective Equipment, Laredo, Texas

Qty.	Description	Qty.	Description
3	Level A Suits, DuPont Tychem	120	Pair, Nitrile Gloves
20	Level B Suits, CPF 3	120	Pair, Neoprene Gloves
20	Level B Suits, CPF 2	150	Pair, Rubber Boot Covers
60	NexGen Suits	1,000	Pair, Nitrile Inner Gloves

Respiratory Protective Equipment, Laredo, Texas

Qty.	Description
3	Scott Self-Contained Breathing Apparatus
5	Air-Purifying Respirators

Safety Equipment, Laredo, Texas

Qty.	Description	Qty.	Description
1	Combustible Gas Detector/4-Gas Meter with PID	120	Chemical-Specific Colorimetric Detector Tubes
1	Colorimetric Tube Drager Pump		

Pumps and Miscellaneous Equipment, Laredo, Texas

Qty.	Description	Qty.	Description
160	Feet, 2" U.H.M.W.P. Chemical Transfer Hose	1	Stainless Steel Air Diaphragm Pump, Viton Elastomers
60	Feet, 1" U.H.M.W.P. Chemical Transfer Hose	1	2" Polypropylene Air Diaphragm Pump, Viton Elastomers
100	Feet, 2" Petroleum Hose	1	1" Polypropylene Air Diaphragm Pump, Viton Elastomers

Comprehensive supply of stainless steel and polyethylene fittings, valves, nipples, bushings, reducers and couplings.

Communications and Electronics, Laredo, Texas

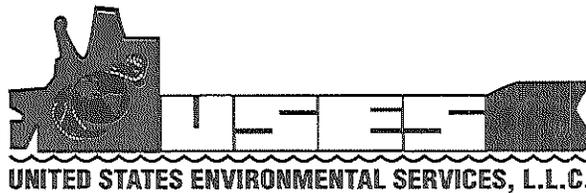
Qty.	Type	Frequency	Range, Mi.	Description
3	Cellular Telephone		Nationwide	Hand Held
2	GPS Units			Hand Held
3	Digital Cameras			

Industrial Equipment, Laredo, Texas

Qty.	Description	Qty.	Description
1	2,200 psi Pressure Washer		

DEMOLITION EQUIPMENT (All Service Locations)**Heavy Equipment, Houston, Texas**

Qty.	Description
1	Trackhoe - Komatsu PC300LS
1	LaBounty MSD-70 Shear attachment for PC300
1	Trackhoe - Linkbelt 330
1	Genesis 600 MagnumR- Shear attachment for Linkbelt 330
2	4-Wheel Drive Cat Rubber-Tire Backhoe with Extend-a-hoe Attachment
1	Catepillar 320 Trackhoe
1	Catepillar D5M Bull Dozer
1	Catepillar Skid Steer (bob cat)
1	Linkbelt 130 Excavator
1	Grapple attachment for PC 300
1	18 Yard tandem dump truck
1	2,000 gallon water truck
1	Tractor trailer with lo-boy
1	4-Wheel Drive Rubber-Tire Backhoe
1	15 Yard tandem dump truck
1	24' Pindle hitch lowboy trailer



United States Environmental Services, L.L.C.

Standard Schedule of Rates

1-888-279-9930 Emergency Response Hotline

July 1, 2008

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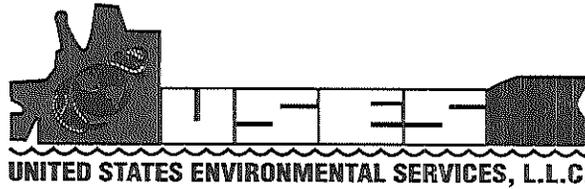
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Industrial--Planned Action Work--Oil Spill Response

"Oil" is defined as crude oil, bunker oils or other petroleum products that are not listed or defined as DOT hazardous materials, OSHA regulated hazardous substances, CERCLA hazardous substances or RCRA hazardous waste.

	Hourly Rate <u>Straight Time</u>	Hourly Rate <u>Overtime</u>
Epidemiologist	\$125.00	\$150.00
Certified Industrial Hygienist.....	\$110.00	\$135.00
Senior Project Manager.....	\$100.00	\$125.00
Chemist, Geologist, Biologist or other professional position	\$80.00	\$120.00
Safety Professional/Industrial Hygienist	\$80.00	\$120.00
Project Manager	\$75.00	\$112.50
Air Monitoring Specialist.....	\$70.00	\$105.00
Air Monitoring Technician	\$55.00	\$82.50
Radiation Safety Officer (RSO)	\$60.00	\$90.00
Health and Safety Manager.....	\$60.00	\$90.00
Transportation and Disposal Coordinator.....	\$50.00	\$75.00
Welder	\$50.00	\$75.00
Foreman	\$46.00	\$69.00
Logistics Administrator	\$45.00	\$67.50
Heavy Equipment Operator.....	\$45.00	\$67.50
Boat Operator.....	\$42.00	\$63.00
Mechanic.....	\$42.00	\$63.00
Truck Driver.....	\$40.00	\$60.00
Vacuum Truck Operator.....	\$40.00	\$60.00
Field Clerk	\$38.00	\$57.00
Recovery Technician	\$36.00	\$54.00

Emergency Response:

Includes all materials not meeting the definition of "oil" referenced above.

	<u>Straight Time</u>	<u>Overtime</u>
Epidemiologist	\$125.00	\$150.00
Certified Industrial Hygienist.....	\$125.00	\$150.00
Senior Project Manager.....	\$120.00	\$145.00
Safety Professional/Industrial Hygienist	\$95.00	\$142.50
Chemist, Geologist, Biologist or other professional position	\$95.00	\$142.50
Radiation Safety Officer (RSO)	\$95.00	\$142.50
Project Manager	\$85.00	\$127.50
Air Monitoring Specialist.....	\$80.00	\$120.00
Air Monitoring Technician	\$60.00	\$90.00
Health and Safety Manager.....	\$65.00	\$97.50
Welder	\$65.00	\$97.50
Foreman	\$60.00	\$90.00

Heavy Equipment Operator.....	\$58.00	\$87.00
Transportation and Disposal Coordinator.....	\$55.00	\$82.50
Logistics Administrator.....	\$55.00	\$82.50
Boat Operator.....	\$52.00	\$78.00
Mechanic.....	\$52.00	\$78.00
Recovery Technician.....	\$50.00	\$75.00
Field Clerk.....	\$48.00	\$72.00
Truck Driver.....	\$45.00	\$67.50
Vacuum Truck Operator.....	\$45.00	\$67.50

Industrial Firefighting:

Battalion Chief.....	\$175.00	\$200.00
Firefighting Captain.....	\$150.00	\$175.00
Firefighting Safety Officer.....	\$125.00	\$150.00
Industrial Firefighter.....	\$75.00	\$112.50

VEHICLES, TRAILERS, VESSELS, HEAVY TRUCKS AND HEAVY EQUIPMENT

Vehicles: Daily rate & mileage charges are portal-to-portal.

	<u>Rate</u>	<u>Unit</u>
Pickup truck and automobile mileage will be charged according to the cost per gallon of diesel fuel using the following schedule:		
Gallon of Diesel ≤ \$2.00.....	\$0.60	Mile
Gallon of Diesel = \$2.01 - \$2.50.....	\$0.75	Mile
Gallon of Diesel = \$2.51 - \$3.00.....	\$0.90	Mile
Gallon of Diesel = \$3.01 - \$3.50.....	\$1.05	Mile
Gallon of Diesel = \$3.51 - \$4.00.....	\$1.20	Mile
Gallon of Diesel = \$4.01 - \$4.50.....	\$1.35	Mile
Gallon of Diesel = \$4.51 - \$5.00.....	\$1.50	Mile
Gallon of Diesel = \$5.01 - \$5.50.....	\$1.65	Mile
Gallon of Diesel = \$5.51 - \$6.00.....	\$1.80	Mile
Gallon of Diesel = \$6.01 - \$6.50.....	\$1.95	Mile
Gallon of Diesel = \$6.51 - \$7.00.....	\$2.10	Mile
Gallon of Diesel = \$7.01 - \$7.50.....	\$2.25	Mile
Gallon of Diesel = \$7.51 - \$8.00.....	\$2.40	Mile

The cost per gallon of diesel fuel is based on the U.S. D.O.E. average cost for the Gulf-South Region. This average per gallon cost may be found at www.eia.doe.gov/

* If the cost of diesel fuel exceeds \$8.00 per gallon, the mileage rate will increase \$0.15 per every \$0.50 increase in the cost of diesel fuel.

Automobile, Sport Utility Vehicle.....	\$125.00	Day
Pick-up Truck, 2WD (F-150 to F-350 or equivalent).....	\$150.00	Day
Pick-up Truck, 2WD (F-450 to F-550 or equivalent).....	\$175.00	Day
Pick-up Truck, 4WD (F-150 to F-350 or equivalent).....	\$200.00	Day
Pick-up Truck, 4WD (F-450 to F-550 or equivalent).....	\$225.00	Day
Passenger Van.....	\$175.00	Day
Stake Bed (One Ton 2WD).....	\$225.00	Day
Stake Bed (One Ton 2WD), with hydraulic crane.....	\$275.00	Day

Vacuum Trucks and other Heavy Trucks: Charged portal-to-portal

Heavy truck (vacuum, dump, roll off, OTR, etc.) mileage will be charged according to the cost per gallon of diesel fuel using the following schedule:

Gallon of Diesel ≤ \$2.00.....	\$1.00	Mile
Gallon of Diesel = \$2.01 - \$2.50.....	\$1.25	Mile
Gallon of Diesel = \$2.51 - \$3.00.....	\$1.50	Mile
Gallon of Diesel = \$3.01 - \$3.50.....	\$1.75	Mile
Gallon of Diesel = \$3.51 - \$4.00.....	\$2.00	Mile
Gallon of Diesel = \$4.01 - \$4.50.....	\$2.25	Mile
Gallon of Diesel = \$4.51 - \$5.00.....	\$2.50	Mile
Gallon of Diesel = \$5.01 - \$5.50.....	\$2.75	Mile
Gallon of Diesel = \$5.51 - \$6.00.....	\$3.00	Mile
Gallon of Diesel = \$6.01 - \$6.50.....	\$3.25	Mile
Gallon of Diesel = \$6.51 - \$7.00.....	\$3.50	Mile
Gallon of Diesel = \$7.01 - \$7.50.....	\$3.75	Mile
Gallon of Diesel = \$7.51 - \$8.00.....	\$4.00	Mile

The cost per gallon of diesel fuel is based on the U.S. D.O.E. average cost for the Gulf-South Region. This average per gallon cost may be found at www.eia.doe.gov/

* If the cost of diesel fuel exceeds \$8.00 per gallon, the mileage rate will increase \$0.25 per every \$0.50 increase in the cost of diesel fuel.

Due to excessive fuel costs, USES will assess a fuel surcharge on vacuum truck hours-of-service. This surcharge only applies to vacuum truck time actually spent working and does not include travel time. The surcharge will apply as follows:

- Cost of diesel less than \$4.00/gallon: No Surcharge
- Cost of diesel between \$4.00 and \$5.99/gallon: \$5.00 per working hour.
- Cost of diesel between \$6.00 and \$7.99/gallon: \$10.00 per working hour.
- Cost of diesel between \$8.00 and \$10.00/gallon: \$15.00 per working hour.

The cost per gallon of diesel fuel is based on the U.S. D.O.E. average cost for the Gulf-South Region. This average per gallon cost may be found at www.eia.doe.gov/

Vacuum Truck, 70-80 Barrel (Operator and mileage not included)	\$60.00	Hour
Emergency Response	\$70.00	
Vacuum Truck, Stainless Steel 80 Barrel (Operator and mileage not included).....	\$90.00	Hour
Emergency Response	\$105.00	
King Vac or equivalent (Operator and mileage not included)	\$115.00	Hour
Emergency Response	\$135.00	
Guzzler or equivalent (Operator and mileage not included).....	\$140.00	Hour
Emergency Response	\$150.00	
Vacuum Truck Washout (Residue Only with Minimal Solids)	\$350.00	plus rinsate disposal
Dump Truck, to 16 Cubic Yards (Driver and mileage not included).....	\$55.00	Hour
End-Dump Trailer with OTR (Driver and mileage not included)	\$105.00	Hour
Water Truck (Driver and mileage not included)	\$65.00	Hour
Box Trailer, Greater than 40' without Tractor	\$350.00	Day
Over-The-Road (OTR) Tractor (Driver, mileage, and permits not included).....	\$95.00	Hour
OTR Standby (Not to exceed \$560.00/Day).....	\$70.00	Hour
OTR with 50-Ton Lowboy (Driver, mileage, and permits not included).....	\$125.00	Hour
OTR with Roll Off Frame (Driver, mileage, and permits not included).....	\$115.00	Hour
Roll Off Truck, Tri-axle with Tarp (Driver, mileage, and permits not included)	\$95.00	Hour
Vacuum Box (25 cubic yard).....	\$50.00	Day
Roll-off Box (25 cubic yard)	\$20.00	Day
Liners, Roll-off	\$35.00	Each
Tank, Frac.....	\$78.00	Day
Frac Tank Containment Berm.....	\$48.00	Day
Tank, Poly Frac, 6,000-7,000 Gallons	\$38.00	Day

Heavy Equipment: (Does not include operator or fuel)

► **Fuel for all heavy equipment will be charged at Cost + 20%**

Backhoe, Rubber-Tire	\$485.00	Day
Forklift, to 5,500 LB Capacity	\$175.00	Day
Mini-Excavator.....	\$385.00	Day
Skid Steer Loader.....	\$385.00	Day
Cat 312 excavator or equivalent.....	\$95.00	Hour
Cat 315 excavator or equivalent.....	\$110.00	Hour
Cat 320 excavator or equivalent.....	\$120.00	Hour
Cat D4 dozer or equivalent.....	\$75.00	Hour
Cat D5 dozer or equivalent.....	\$90.00	Hour
Cat D6 dozer or equivalent.....	\$160.00	Hour
Cat D6R dozer or equivalent	\$195.00	Hour

Vessels: Charged daily

Length	At Least	10'	16'	18'	24'	28'	30' Plus
	Less Than	16'	18'	24'	28'	32'	Barge
TOTAL Horsepower	Over 300-HP				\$720.00	\$850.00	\$800.00
	150-HP to 300-HP			\$500.00	\$610.00	\$750.00	
	90-HP to Less Than 150-HP		\$425.00	\$475.00	\$550.00	\$650.00	
	50-HP to Less Than 90-HP	\$325.00	\$390.00	\$425.00	\$475.00		
	Less Than 50-HP	\$200.00	\$250.00				
	Go-Devil Motor	\$250.00	\$300.00				
	No Motor	\$110.00	\$140.00				

"Goo-Gobbler" Skimming Vessels:

17' x 9' Non-Self-Propelled Barge, 500-Gallon Storage (Operator not included).....	\$1,100.00	Day
21' Twin Motor Vessel, 25 BBL Storage (Operator not included)	\$3,250.00	Day
28' Twin Motor Vessel, 35 BBL Storage (Operator not included)	\$3,850.00	Day

► Fuel and two-cycle oil for all vessels will be charged at Cost + 20%.
 ► Vessels are equipped with paddles and personal flotation devices for USES personnel.

Trailers:

Response Trailer, Greater than 40'.....	\$650.00	Day
36' - 40' Response Trailer (Enclosed)	\$550.00	Day
32' - 35' Response Trailer (Enclosed)	\$450.00	Day

28' - 31' Response Trailer (Enclosed)	\$350.00	Day
20' - 27' Response Trailer (Enclosed)	\$300.00	Day
Response Trailer, Less than 20' (Enclosed)	\$250.00	Day
ATV (4-wheeler) Trailer	\$50.00	Day
ATV (4-wheeler) Trailer, All-Terrain	\$75.00	Day
Boom Trailer	\$150.00	Day
Boom Trailer with Work Boat, Motor, Pump, Spill Supplies	\$350.00	Day
Box Trailer (Greater than 40')	\$350.00	Day
Bunk Trailer, Mobile (12-16 Bunks)	\$750.00	Day
Command/Communications Trailer, 45' - 53'	\$1,100.00	Day
Command/Communications Trailer, 36' - 44'	\$750.00	Day
Command/Communications Trailer, 28' - 35'	\$650.00	Day
Confined Space Rescue Trailer (Equipment not included)	\$350.00	Day
Cook Trailer	\$225.00	Day
Equipment Trailer, Bumper-Pull, Greater than 20'	\$200.00	Day
Equipment Trailer, Bumper-Pull, Less than 20'	\$175.00	Day
Equipment Trailer, Gooseneck with Hydraulic Crane	\$350.00	Day
Equipment Trailer, Gooseneck Greater than 20', Dual Tandem Axle, 20K GVWR or Greater	\$275.00	Day
Equipment Trailer, Gooseneck Greater than 20', Low Profile Tandem Axle, 20K GVWR	\$225.00	Day
Freezer, Trailer-mounted walk-in with generator (Ice not included)	\$250.00	Day
Hazardous Categorization (HazCat) Lab Trailer	\$650.00	Day
Oil Spill Trailer (Enclosed) with Work Boat, Boom, Spill Supplies	\$350.00	Day
Tanker, MC-307 Stainless Steel	\$350.00	Day
Travel Trailer	\$275.00	Day

PUMPS, HOSE, FITTINGS AND ASSOCIATED EQUIPMENT

Pumps and Pumping Equipment:

Chemical Pumps and Equipment:

Air Diaphragm Pump, 2" Kynar	\$450.00	Day
Air Diaphragm Pump, 1" Polyethylene	\$175.00	Day
Air Diaphragm Pump, 2" Polyethylene	\$275.00	Day
Air Diaphragm Pump, 3" Polyethylene	\$350.00	Day
Air Diaphragm Pump, 2" Stainless Steel	\$300.00	Day
Chemical Pump, Manual	\$25.00	Day
Venturi Jet Pump, CPVC	\$250.00	Day
Venturi Jet Pump, Stainless	\$175.00	Day
Venturi Jet Pump, Cast Iron	\$100.00	Day
Venturi Jet Pump, Forged Steel	\$100.00	Day
LPG / Anhydrous Ammonia Pump, 3"	\$800.00	Day + Rebuild
Vane Pump, 2" Stainless Steel	\$350.00	Day
Vane Pump, 3" Stainless Steel	\$450.00	Day
Compressor, Corken	\$1,300.00	Day + Rebuild
Hydraulic Power Pack for Oil Skimmer	\$100.00	Day
Hydraulic Power Pack to 25hp	\$350.00	Day
Hydraulic Power Pack, 25.1 to 50hp	\$450.00	Day

Petroleum Pumps and Equipment:

Air Diaphragm Pump, 1" Aluminum	\$100.00	Day
Air Diaphragm Pump, 2" Aluminum	\$150.00	Day
Air Diaphragm Pump, 3" Aluminum	\$175.00	Day
Fuel Pump, 12 Volt	\$50.00	Day
Rotary Petroleum Pump, Manual	\$25.00	Day
Vane Pump, 2" Stainless Steel	\$350.00	Day
Vane Pump, 3" Stainless Steel	\$450.00	Day
Hydraulic Power Pack for Oil Skimmer	\$100.00	Day
Hydraulic Power Pack to 25hp	\$350.00	Day
Hydraulic Power Pack, 25.1 to 50hp	\$450.00	Day

Miscellaneous Pumps and Equipment:

Bulldog Pump	\$60.00	Day
Chemical Pump, Manual	\$25.00	Day
Diaphragm Pump, 3" Diesel	\$225.00	Day
Diaphragm Pump, 2" Diesel	\$175.00	Day
Drum Pump, Disposable	\$25.00	Each
Lutz Pump, 1"	\$125.00	Day
Submersible Pump, to 1"	\$150.00	Day
Trash Pump, 2" Diesel	\$100.00	Day
Trash Pump, 3" Diesel	\$135.00	Day
Trash Pump, 2" Gas	\$90.00	Day
Trash Pump, 3" Gas	\$110.00	Day

Hose:**Chemical Hose:**

Chemical Hose, Stainless Steel Braided, 2"	\$20.00	Foot/Day
Chemical Hose, Teflon, 2"	\$20.00	Foot/Day
Chemical Hose, UHMWP or equivalent, 1"	\$6.00	Foot/Day
Chemical Hose, UHMWP or equivalent, 2"	\$8.00	Foot/Day
Chemical Hose, UHMWP or equivalent, 3"	\$10.00	Foot/Day
Chlorine Hose	\$40.00	Foot/Day+Hydrotest
LPG / Anhydrous Ammonia Hose	\$20.00	Foot/Day

Petroleum Hose:

Petroleum Hose, 1"	\$1.50	Foot/Day
Petroleum Hose, 2"	\$2.00	Foot/Day
Petroleum Hose, 3"	\$2.50	Foot/Day

Miscellaneous Hose:

Air Compressor Hose, 3/4", 50'	\$15.00	Day
Corrugated Polyethylene Hose, Flexible, 4" - 6"	\$1.95	Foot/Job
Fire Hose, 1.5" - 3.0"	\$0.95	Foot/Day
Fire Hose, 4.0" - 5.0"	\$1.25	Foot/Day
Hydraulic Hose	\$2.50	Foot/Day
Discharge Hose (Lay-flat hose), 1.5"-3.0", 25'	\$15.00	Day
Steam Hose, 1"	\$1.00	Foot/Day
Steam Hose, 2"	\$1.50	Foot/Day
Ventilation Duct Hose, 12" - 18", 25'	\$50.00	Day
Ventilation Duct Hose, 19" - 24", 25'	\$75.00	Day
Water Hose, 1/2" - 3/4", 50'	\$25.00	Job

Associated Fittings and Capping Kits:**Capping Kits:**

Betts Emergency Unloading Valve	\$350.00	Day
Capping Kit, Chlorine "A"	\$550.00	Day + gasket replacement
Capping Kit, Chlorine "B"	\$550.00	Day + gasket replacement
Capping Kit, Chlorine "C"	\$550.00	Day + gasket replacement
Capping Kit, H ₂ S	\$550.00	Day + gasket replacement
Capping Kit, Midland	\$850.00	Day + gasket replacement
Cylinder Coffin	\$750.00	Day
Trident Quick Frame Magnetic Patch	\$350.00	Day
Conversion Kit, Metric Thread to Standard Pipe Thread	\$350.00	Day
Drum Vacuum, 2" Stainless Steel	\$250.00	Day
Fittings Charge for Transfers	\$300.00	Day
Fittings Charge for High Pressure Transfers	\$450.00	Day
Flowmeter, 2" Stainless Steel	\$175.00	Day

Gaskets:

1" Teflon/Viton	\$6.00	Each
1" Other Materials	\$2.00	Each
1.5" Teflon/Viton	\$8.00	Each
1.5" Other Materials	\$3.00	Each
2" Teflon/Viton	\$10.00	Each
2" Other Materials	\$3.00	Each
3" Teflon/Viton	\$12.00	Each
3" Other Materials	\$4.00	Each
4" Teflon/Viton	\$19.00	Each
4" Other Materials	\$5.00	Each
6" Teflon/Viton	\$38.00	Each
6" Other Materials	\$8.00	Each
Gasket Cutter Kit	\$50.00	Day
Gasket, Dome Lid, Teflon/Viton	\$250.00	Each
Gasket, Dome Lid, Other Materials	\$100.00	Each
Gasket Material	\$200.00	2' square sheet
High Pressure Gauge Test Kit	\$75.00	Day
"Lid Loc" Dome Clamp Set (MC-406/306 Model)	\$300.00	Day
"Lid Loc" Dome Clamp Set (MC-407/307 Model)	\$350.00	Day
Nitrogen Purge System (Includes 1 nitrogen cylinder)	\$350.00	Job
Rupture Disc	\$75.00	Each
Rupture Disc, ICD Intermodal Container	\$175.00	Each
Sight Glass, 2" Stainless Steel	\$100.00	Day
Steam Gate Valve, 1" (800#)	\$20.00	Day
Steam Gate Valve, 2" (800#)	\$30.00	Day
Stinger, Stainless Steel or Polyethylene	\$65.00	Day

Upon completion of projects involving chemical transfers, equipment such as pumps, hoses, gaskets, elastomers, valves, etc. will be subject to replacement/rebuilding. Any repairs, including pump rebuilds, will be invoiced at cost with no mark-up.

BOOM, SKIMMERS AND SORBENTS

Boom:

20" Containment Boom	\$1.95	Foot/Day
18" Containment Boom	\$1.50	Foot/Day
10" - 12" Containment Boom	\$1.25	Foot/Day
4" - 6" Containment Boom	\$1.00	Foot/Day
Containment Boom, Magnetic Hull Connector	\$60.00	Day
Boom Anchors		
22-Pound	\$75.00	Job
40-Pound	\$125.00	Job
65-Pound	\$250.00	Job
Anchor Marker Buoy	\$40.00	Job
Boom Lights, Electric Strobe	\$20.00	Day
Boom Lights, 12-Hour Chemical	\$8.00	Each

Skimmers:

Skimmer, Drum, 24"	\$650.00	Day
Skimmer, Drum, 36"	\$750.00	Day
Skimmer, Duck-Bill	\$25.00	Day
Skimmer, Weir, 18" to 24"	\$125.00	Day

Sorbents:

Astrogel	\$140.00	Bag
Bio-Sorb	\$90.00	Bale
Cell-U-Sorb	\$30.00	Bag
Chemsorb Pillows	\$18.00	Each
Floor Dry	\$16.00	Bag
Industrial Mat, 3' x 150'	\$225.00	Each
Nature's Broom Absorbent, 40 lbs	\$15.00	Bag
Oil Gator	\$28.00	Bag
Oil Snare, Loose	\$60.00	15-lb. Box
Oil Snare, Rope, 50' Section	\$80.00	Bag
Sorbent Boom		
5" x 10' Section (4 Sections per Bag)	\$105.00	Bag
8" x 10' Section (4 Sections per Bag)	\$155.00	Bag
Sorbent Pads, Chemical, 100 per bale	\$75.00	Bale
Sorbent Pads, Petroleum, 100 per bale	\$60.00	Bale
Sorbent Roll, 3' x 100'	\$120.00	Roll
Sorbent Sweeps	\$135.00	Bale
Vermiculite, 4 cubic feet	\$35.00	Bag

HEALTH, SAFETY, MONITORING AND PERSONNEL PROTECTIVE EQUIPMENT

Protective Clothing:

Suits and Coveralls:

Chemical Resistant Suit, CPF-2 or Equivalent	\$65.00	Each
Chemical Resistant Suit, CPF-3 or Equivalent	\$85.00	Each
Chemical Resistant Suit, CPF-3 Fully Encapsulating	\$190.00	Each
Chemical Resistant Suit, CPF-3 (Encapsulating with Breathing Air Pass-Through)	\$150.00	Each
Chemical Resistant Suit, CPF-4 or Equivalent	\$90.00	Each
Chemical Resistant Suit, CPF-4 Fully Encapsulating	\$235.00	Each
Chemical Resistant Suit, CPF-4 (Encapsulating with Breathing Air Pass-Through)	\$165.00	Each
Chemical Resistant Suit, Tychem BR or Equivalent	\$105.00	Each
Chemical Resistant Suit, Tychem BR, Fully Encapsulating	\$285.00	Each
Firefighter Structural Turn-out Gear/Bunker Gear	\$300.00	Day
Flame Retardant Coveralls	\$25.00	Day
Level A, Disposable	\$1,100.00	Each
Level A, Disposable equipped with Breathing Air Pass-Through	\$1,660.00	Each
Level A, Flash Suit, Disposable	\$3,325.00	Each
Level D Modified (Includes 2 Tyvek/NexGen or poly-coated Tyvek coveralls & 2 pair of PVC, Nitrile or Neoprene gloves)	\$50.00	Man/Day
Level D Modified (Includes 2 CPF-2 coveralls and 2 pair of PVC, Nitrile or Neoprene gloves)	\$140.00	Man/Day
Responder (DuPont) with attached booties and gloves	\$385.00	Each
Responder (DuPont) Fully Encapsulating	\$485.00	Each
Thermopro (DuPont), coverall flash and chemical protection	\$475.00	Each

Tyvek/NexGen	\$12.00	Each
Tyvek Suit, PVC-Coated (QC or Equivalent)	\$16.00	Each
Gloves:		
Gloves, Butyl, with inner gloves	\$55.00	Pair
Gloves, Inner	\$1.00	Pair
Gloves, Leather	\$8.50	Pair
Gloves, PVC, Nitrile, Neoprene, with inner gloves	\$8.00	Pair
Gloves, Natural Rubber/Neoprene Blend	\$3.00	Pair
Gloves, SilverShield or Equivalent	\$6.00	Pair
Gloves, Viton, with inner gloves	\$75.00	Pair
Gloves, PVA, with inner gloves	\$35.00	Pair
Gloves, Barrier, with inner gloves	\$7.50	Pair
Gloves, Cryogenic	\$165.00	Pair
Gloves, Level IV Puncture/Cut Resistant gloves	\$80.00	Pair
Boots and Boot Covers:		
Boot, Chemical Resistant with Steel Toe	\$20.00	Pair/Day
Boot, Level A, Chemical Resistant with Steel Toe (Beta or Equivalent)	\$30.00	Pair/Day
Boot Covers, Latex	\$8.00	Pair
Boot Covers, SilverShield or Equivalent	\$10.00	Pair
Puncture Resistant Insoles	\$16.00	Pair
Metatarsal Guard	\$10.00	Pair/Day
Miscellaneous:		
Chainsaw Chaps	\$20.00	Day
Level A Suit Pressure Test Kit	\$35.00	Test
Muffs, Hearing Protection, 3 Position	\$5.00	Day
Personal Flotation Device (For non boat crew personnel)	\$15.00	Day
Rain Suit	\$20.00	Each
Safety Vest, Fluorescent	\$5.00	Day
Snake Guards	\$10.00	Day
Splash Shield/Full Face Shield	\$5.00	Day
Survival Coat, Cold Weather/Flotation	\$20.00	Day
Survival Suit, Cold Weather/Flotation	\$45.00	Day
Tape, Chemical Resistant	\$35.00	Roll
Tape, Duct	\$9.00	Roll
Waders, Chest	\$40.00	Day
Fall Protection and Confined Space Entry Equipment:		
Confined Space Rescue Kit	\$50.00	Day
Confined Space Rescue Trailer (Equipment not included)	\$350.00	Day
Full Body Harness	\$35.00	Day
Life Safety Rope	\$1.25	Foot
Lock Out/Tag Out Kit	\$50.00	Job
Retrieval Tripod with Winch	\$200.00	Day
Stokes Stretcher with Flotation Kit	\$100.00	Day
Sked Rescue Stretcher W/Backboard (poly)	\$100.00	Day
Tank Car Entry Ladder	\$30.00	Day
Respiratory Protection:		
Air Hose, 50'	\$12.00	Section/Day
Breathing Air Trailer (Does not include ancillary equipment)	\$300.00	Day
Cascade System:		
Per Person including hip mounted unit, 50' air hose and mask	\$225.00	Day
Cascade System Bottle Refill	\$25.00	Bottle
Dust Mask, Disposable	\$2.00	Each
Porta Count Fit Test	\$20.00	Test
Porta Count Fit Test Analyzer	\$100.00	Day
Respirator, Advantage 1000 Chem/Bio APR	\$125.00	Day
Respirator, Disposable, N-95	\$3.00	Each
Respirator, Disposable, P-100 Particulate	\$12.00	Each
Respirator, Full Face, APR	\$60.00	Day
Respirator Cartridges, Advantage 1000 Chem/Bio	\$120.00	Each
Respirator Cartridges, Mercury/P-100	\$60.00	Pair
Respirator Cartridges, Organic Vapor/Acid Gas/ P-100	\$40.00	Pair
Respirator Cartridges, P-100 Particulate	\$17.00	Pair
Self Contained Breathing Apparatus (SCBA), Industrial	\$225.00	Day
Self Contained Breathing Apparatus (SCBA), NFPA-Rated	\$350.00	Day
SCBA Bottle Refill	\$20.00	Bottle

Traffic Control Equipment:

Traffic Control Trailer with barrels, cones, signs, sign lights, signal flags, etc. for 0.25 - 1.0 mile of lane closure	\$1,100.00	Day
Individual barrels, cones, signs, sign lights, signal flags, etc. for less than 0.25 or greater than 1.0 mile lane closure	\$25.00	Each/Day
Traffic Barricades, Water Filled	\$35.00	Day
Flashing Arrow Trailer, Solar Powered	\$250.00	Day
Traffic Wand LED Light.....	\$10.00	Day
Traffic Safety Vest	\$5.00	Day
Traffic Control Supervisor.....	\$75.00/Hour	\$112.50/OT Rate
Traffic Control Technician	\$55.00/Hour	\$82.50/OT Rate

Field Instrumentation and Related Supplies:**Air Monitoring Equipment:**

4-Gas Meter Plus PID	\$275.00	Day
Benzene Meter	\$300.00	Day
Compound-specific filter tube.....	\$15.00	Each
Colorimetric Detector Tube.....	\$16.00	Each
Colorimetric Tube Pump.....	\$75.00	Day
Combustible Gas Indicator/4-Gas Meter.....	\$125.00	Day
Jerome 431-X Portable Mercury Vapor Analyzer	\$275.00	Day
Laboratory Analysis for Filter Tubes, Vacuum Canisters and Tedlar Bags.....	Cost + 20%	
Lumex Mercury Analyzer.....	\$750.00	Day
Miran SaphiRe Portable Ambient Air Analyzer.....	\$750.00	Day
OVA (FID).....	\$300.00	Day
OVM (PID).....	\$250.00	Day
OVM (PID), ppbRAE	\$300.00	Day
Random Aerosol Monitor (Mini Ram)	\$150.00	Day
Sampling Pump, Personnel.....	\$50.00	Day
Sampling Tube, Charcoal	\$10.00	Tube
Sampling Tube, PUF	\$30.00-60.00	Tube
Sampling Tube, Silica Gel	\$18.00	Tube
Sampling Tube, TDT.....	\$75.00	Tube
Sampling Tube, Teflon/Tygon, to 1/4" I.D.	\$4.00	Foot
Tedlar Bag	\$60.00	Bag
Toxic Gas Detector, Multiple Gases	\$225.00	Day
Toxic Gas Detector, Single Gas.....	\$150.00	Day
Toxic Gas Detector, Single Gas - Personal	\$35.00	Day
Vacuum Canister	\$55.00	Canister
Weather Station, Portable with Computer Interphase	\$225.00	Day

Testing/Sampling Equipment:

Bailer, Polyethylene (Disposable).....	\$20.00	Each
Biological Threat Alert Kit	\$250.00	Day
Biological Threat Tests	\$75.00	Each
Clor-N-Oil Test Kit.....	\$30.00	Each
Clor-N-Soil Test Kit	\$42.00	Each
Clor-D-Tect Test Kit.....	\$36.00	Each
Coli-wasa, Disposable Glass.....	\$18.00	Each
Conductivity Meter.....	\$75.00	Day
HazCat Testing		
Hazardous Categorization (HazCat) Lab Trailer	\$650.00	Day
HazCat Kit	\$75.00	Day
Portable Vented Hood with Explosion Proof Exhaust Fan	\$150.00	Day
Sample (7 Step Process for Unknowns)	\$6.00	Sample
Additional Tests.....	\$1.00	Each
Cyanide Test Kit.....	\$65.00	Kit
Interface Probe, Oil/Water.....	\$175.00	Day
Ohm Meter for Ground Testing	\$100.00	Day
pH Indicator Spray.....	\$15.00	Liter
pH Indicator Strips	\$35.00	Pack
pH Meter.....	\$75.00	Day
pH Pen	\$30.00	Day
Radiation Survey Meter.....	\$150.00	Day
Sample Bottles, 4-12 ounce	\$6.00	Each
Sample Bottles, 16-32 ounce	\$8.00	Each
Sample Bottles, VOC	\$12.00	Each
Sample Kit	\$30.00	Each
Soil Auger, Stainless Steel	\$55.00	Day
Thermometer, Infrared Laser.....	\$65.00	Day

TOOLS AND RELATED EQUIPMENT, HAND AND POWER

Air Compressor, to 12 CFM.....	\$65.00	Day
Air Compressor, trailer-mounted (110 - 185 CFM)	\$225.00	Day
Air Compressor, trailer-mounted (250 CFM)	\$275.00	Day
Air Horn	\$50.00	Day
Blower, Leaf.....	\$80.00	Day
Chain, 3/8" to 5/8", 25'	\$10.00	Day
Chain Saw	\$85.00	Day
Chop Saw	\$85.00	Day
Chop Saw Blade.....	\$30.00	Each
Coppus Blower.....	\$65.00	Day
Cutting Torch, Gauges & Gas (1 oxygen & 1 acetylene cylinder).....	\$200.00	Day
Drill, Pneumatic	\$35.00	Day
Drill Kit, Pneumatic for drilling tankers.....	\$150.00	Day
Exhaust Blower, Non-Intrinsically Safe.....	\$45.00	Day
Extension Cord, Electrical	\$8.00	Day
Fan, Industrial 36" - 48", Non-Intrinsically Safe	\$35.00	Day
Fan, Intrinsically-Safe Blower/Exhaust with 50' Duct	\$125.00	Day
Flare Stand, Portable 2" - 4".....	\$325.00	Day+Assist Gas
Hand Tools (Shovels, Rakes, Nets, Pitchforks, etc.)	\$20.00	Each/Job
Hand Tools, Non-Sparking.....	\$20.00	Per Tool
Hand Tools, Pneumatic, Miscellaneous.....	\$35.00	Day
Hand Tools, Power (Skill Saw, Reciprocating Saw, Drill, Band Saw, etc.)	\$25.00	Day
Heat Gun	\$35.00	Day
Heater, Room	\$25.00	Day
Heater, Torpedo (fuel not included)	\$50.00	Day
Impact Wrench, 1"	\$50.00	Day
Ladder, Step or Extension	\$20.00	Day
Level, Construction Laser.....	\$100.00	Day
Line Jetter, 35 GPM, 2,000 PSI.....	\$450.00	Day
Nippers, Metal Cutting, Pneumatic.....	\$60.00	Day
Pallet Jack, Pneumatic	\$35.00	Day
Pallet Puller	\$15.00	Day
Pipe Cutter and Threader (Manual).....	\$45.00	Day
Reciprocating Saw Blade	\$3.00	Each
Spreader, Truck Mounted (Dry to 300-lb. Capacity).....	\$100.00	Day
Tank Gauging Stick, 10' - 12'	\$10.00	Day
Tape Measure, 100' - 300'	\$5.00	Day
Tape, Oil Gauging (1/2" x 75').....	\$20.00	Day
Tape, Roller-Wheel.....	\$10.00	Day
Tool Kit, Manual, SAE/Metric.....	\$25.00	Day
Vise, Portable Pipe.....	\$25.00	Day
Weed Eater, Industrial	\$85.00	Day
Weed Eater, Industrial, with Tiller Attachment	\$95.00	Day
Welding Machine, Portable with rods, hood, hand tools, etc.....	\$275.00	Day
Wheelbarrow	\$25.00	Day

DECONTAMINATION, CLEANING SUPPLIES AND NEUTRALIZING AGENTS**Biological Decontamination Equipment:**

Degreaser, Foaming for Food-Handling Surfaces.....	\$16.00	Quart
Foamer, Pump Sprayer	\$35.00	Day
Foamer, 10-gallon (Pneumatic).....	\$175.00	Day
Foamer, 25-gallon (Pneumatic).....	\$225.00	Day
Fogger/Fumigator, Pneumatic.....	\$225.00	Day
Hand Sanitizer, 2-oz	\$4.00	Bottle
Hand Sanitizer, 8-oz	\$8.00	Bottle
RelyOn Disinfectant.....	\$26.50	Pound of Powder
RelyOn Tablets (50 Tablets)	\$37.50	Jar
Sterilex Ultra Kleen Disinfectant	\$55.00	Gallon
Virkon-S Disinfectant.....	\$10.00	Pound of Powder

Decontamination Equipment:

Brushes, Decontamination/Scrub	\$15.00	Job
Brushes, Decontamination/Scrub with 4' - 6' Handle	\$20.00	Job
Containment Pool, Pop-up (20 gallons)	\$115.00	Each
Containment Pool, Pop-up (100 gallons)	\$160.00	Each

Emergency Shower, Portable.....	\$100.00	Day
Eye Wash Station, Portable.....	\$20.00	Day
Personnel Decon Station (1 poly pool, brushes, decon solution, rubber matting, 2 pump sprayers).....	\$95.00	Job
Pool, Decontamination (Disposable).....	\$25.00	Job
Pool, Decontamination, 25' x 50' (Multi-Use).....	\$275.00	Day
Pool, Decontamination, 25' x 100' (Multi-Use).....	\$425.00	Day
Sprayer, Pump.....	\$38.00	Job
Cleaning Supplies, Neutralizing Agents and Inoculants:		
Alcohol, Isopropyl (Pesticide Grade).....	\$20.00	Liter
Bleach, Household Strength (5%).....	\$8.00	Gallon
Citric Acid, 50 lbs.....	\$55.00	Bag
Citrus Cleaner.....	\$18.00	Gallon
"D-Limonene".....	\$26.00	Gallon
Degreaser, Foaming for Food-Handling Surfaces.....	\$15.00	Quart
Degreaser, General Purpose Petroleum Based.....	\$25.00	Gallon
Degreaser, Hot Tank, 55-Gallon Drum.....	\$515.00	Drum
Degreaser, Hot Tank.....	\$12.00	Gallon
Degreaser, VC Cleaner.....	\$18.00	Gallon
Degreaser, "Walter", 55-Gallon Drum.....	\$525.00	Drum
Degreaser, "Walter".....	\$18.00	Gallon
Detergent (Dawn, Joy, etc.).....	\$4.00	12 oz
Detergent, Liqui-Nox.....	\$25.00	Quart
Detergent, Phosphate Free (Alconox, Alcojet), 4 lbs.....	\$35.00	Box
Ferrous Sulfate, 50 lbs.....	\$35.00	Bag
Hand Cleaner.....	\$5.00	Tube
Hydrochloric/Muratic Acid (Minimum 30% Strength).....	\$7.00	Gallon
Hydrochloric/Muratic Acid, 55-Gallon Drum.....	\$185.00	Drum
Hydrogen Peroxide, 55-Gallon Drum.....	\$310.00	Drum
"Less-Than-Ten".....	\$225.00	5 Gallons
Lime, Agricultural, 50 lbs.....	\$12.00	Bag
Lime, Hydrated, 50 lbs.....	\$12.00	Bag
Lubricant/Rust Inhibitor (WD-40, LPS, Liquid Wrench, etc.).....	\$25.00	Gallon
Lubricant/Rust Inhibitor (WD-40, LPS, Liquid Wrench, etc.).....	\$9.00	12-oz Spray
Micro Blaze.....	\$225.00	5-Gallons
Micro Blaze.....	\$2,250.00	55-Gallon Drum
Simple Green.....	\$18.00	Gallon
Simple Green.....	\$85.00	5-Gallons
Simple Green, 55-Gallon Drum.....	\$750.00	Drum
Super Clean.....	\$18.00	Gallon
Soda Ash, 50 lbs.....	\$16.00	Bag
Sodium Bicarbonate, 50 lbs (Industrial Grade).....	\$22.00	Bag
Sodium Hydroxide Solution (Minimum 50% Strength).....	\$8.00	Gallon
Sodium Hydroxide Solution, 55-Gallon Drum.....	\$250.00	Drum
Sodium Hypochlorite Solution (Minimum 10% Strength).....	\$5.00	Gallon
Sodium Hypochlorite Solution, 55-Gallon Drum.....	\$150.00	Drum
Trisodium Phosphate, 5 lbs.....	\$12.00	Bag
Trisodium Phosphate, 50 lbs.....	\$80.00	Bag
Mercury Spill Control Equipment:		
Carpet Knives.....	\$15.00	Each
Exhaust Blower.....	\$35.00	Day
Heat Gun, Electric.....	\$35.00	Day
Heater, Room.....	\$25.00	Day
Heater, Torpedo (fuel not included).....	\$50.00	Day
Jerome 431-X Portable Mercury Vapor Analyzer.....	\$275.00	Day
Lumex Mercury Analyzer.....	\$750.00	Day
Mercon Solution.....	\$55.00	Gallon
Mercon Solution, 55-Gallon Drum.....	\$2,200.00	Drum
Mercon Wipes (Package of 70).....	\$65.00	Each
CS-102, 55-Gallon Drum.....	\$2,000.00	Drum
CS-102, 1-Gallon.....	\$60.00	Gallon
Mercury Granular Absorbent.....	\$130.00	2,500 grams
Mercury Granular Absorbent.....	\$65.00	1,000 grams
Mercury Indicator Powder.....	\$65.00	250 grams
Mercury Vacuum.....	\$225.00	Day
Torch, Propane.....	\$20.00	Day
Propane Cylinders, 20 oz.....	\$6.00	Each

FIREFIGHTING EQUIPMENT**Fire Extinguishers:**

Fire Extinguisher, Dry Chemical 20 lb unit	\$10.00	Day
Refill (If used)	\$35.00	Each
Fire Extinguisher, PKP 20 lb unit	\$15.00	Day
Refill (If used)	\$100.00	Each
Fire Extinguisher, PKP 350 lb wheeled unit	\$150.00	Day
Refill (If used)	\$800.00	Each
Fire Extinguisher, 30 lb Metal X	\$20.00	Day
Refill (If used)	\$150.00	Each

Fire Pumps and Fire Support Trailers:

Fire Trailer with 1,100 GPM Fire Pump	\$1,500.00	Day
Fire Trailer with 2,500 GPM Fire Pump	\$2,000.00	Day
Fire Pump, Darley 575 GPM Hercules	\$750.00	Day
Fire Boss (Trailer-mounted twin agent fire fighting system)	\$950.00	Day
Refill (If used)	\$1,500.00	Each
24' Fire Support Trailer	\$450.00	Day
36' Fire Support Trailer	\$750.00	Day
36' Low Profile Gooseneck Trailer	\$250.00	Day

Foam and Foam Equipment:

Foam, AFFF (3%)	\$150.00	5 Gallons
Foam, AFFF (3%), 55-Gallon Drum	\$1,500.00	Each
Foam, AR-AFFF, (3 x 6%)	\$165.00	5 Gallons
Foam, AR-AFFF, (3 x 6%), 55-Gallon Drum	\$1,550.00	Each
Foam, AR-AFFF, (3 x 3%)	\$170.00	5 Gallons
Foam, AR-AFFF, (3 x 3%), 55-Gallon Drum	\$1,600.00	Each
Foam, Class A (1%)	\$135.00	5 Gallons
Foam, Class A (1%), 55-Gallon Drum	\$1,200.00	Each
Foam, X-TRA High Expansion	\$150.00	5 Gallons
Foam Eductor, 1.5" 95 GPM	\$100.00	Day
Foam Eductor, 2.5" 250 GPM	\$150.00	Day
Foam Nozzle, High Expansion 25 GPM	\$125.00	Day
Foam Nozzle, Medium Expansion 240 GPM	\$125.00	Day
Foam Nozzle, 1,000 GPM Self Educting Master Stream	\$125.00	Day
Foam Nozzle, 500 GPM Self Educting Master Stream	\$125.00	Day

Fire Nozzles and Monitors:

Cellar Nozzle, 95 GPM	\$75.00	Day
Cellar Nozzle, with Applicator, 95 GPM	\$100.00	Day
Fog Nozzle, 1.5" Automatic	\$125.00	Day
Fog Nozzle, Turbojet 2.5"	\$175.00	Day
Turbojet Nozzle, 1.5" Adjustable	\$100.00	Day
Monitor, 2.5" Quick Attack with 500 GPM Nozzle	\$250.00	Day
Monitor, 5.0" Storz Single-Inlet with 1,000 GPM Nozzle	\$300.00	Day
Monitor, Oscillating with Nozzle, 375 GPM	\$275.00	Day
Monitor, Inlet with Stacked Tips, 2.5"	\$300.00	Day
Stacked Tips Set for Monitor	\$50.00	Day
Piercing Applicator, 1.5", 125 GPM (3' or 6')	\$125.00	Day
Daspit Tool Rim Clamp Nozzle System	\$1,500.00	Day

Adapters, Fittings and Valves:

Double Female Adapter, 2.5"	\$15.00	Day
Double Male Adapter, 2.5"	\$15.00	Day
Gated Valve, 2.5" NH	\$60.00	Day
Gated Wye, 2.5" x (2) 1.5"	\$60.00	Day
Hose Clamp, Hebert LDH	\$50.00	Day
Manifold, Storz LDH 5" x 5" x (4) 2.5"	\$125.00	Day
Manifold, Storz LDH 5" x (3) 2.5"	\$125.00	Day
Storz Gate Valve, LDH 6" NH X 5"	\$125.00	Day
Storz Gate Valve, LDH 5" Storz X 5"	\$125.00	Day
Storz Adapter, 2.5" NHF x 5"	\$25.00	Day
Storz Adapter, 4.5" Female NH x 5"	\$25.00	Day
Storz Adapter, 5" Female NH x 5"	\$25.00	Day
Storz Adapter, 6" Female NH x 5"	\$25.00	Day
Storz Outlet Siamese Clappered, (2) 2.5" x 5"	\$25.00	Day
Water Thief with (2) 1.5" x (1) 2.5"	\$125.00	Day

Water Supply Equipment:

Basket Strainer, 6"	\$15.00	Day
Fire Hose, 1.5" - 3.0"	\$0.95	Foot/Day
Fire Hose, 4.0" - 5.0"	\$1.25	Foot/Day

Floating Strainer, 6"	\$100.00	Day
Suction Hose, 6" x 10' with Camlock fittings.....	\$50.00	Day
Suction Hose, 4" NH X 10'.....	\$35.00	Day
Suction Hose Strainer, 4" NH	\$10.00	Day
Water Tank, Folding, 2,100 gallons	\$150.00	Day
Fire Service Ladders:		
Ladder, 10' Folding Attic	\$35.00	Day
Ladder, 14' Roof with Hooks.....	\$35.00	Day
Ladder, 24' Extension	\$35.00	Day
Forcible Entry Tools:		
Axe, Flathead	\$20.00	Each/Job
Bolt Cutters, 18" Insulated.....	\$20.00	Each/Job
Houligan Tool.....	\$20.00	Each/Job
Pry Bar/Pinch Bar, 51".....	\$20.00	Each/Job
Saw, K-12 Abrasive	\$150.00	Day
Sledge Hammer	\$20.00	Each/Job
Ventilation Equipment:		
Fan, Gasoline PPV.....	\$150.00	Day
Smoke Ejector, Electric	\$200.00	Day
Miscellaneous Tools and Equipment:		
Wrench, Adjustable Hydrant.....	\$10.00	Day
Wrench, Spanner.....	\$5.00	Day
Wrench, Stortz Spanner.....	\$5.00	Day
Thermal Imaging Camera with Wireless Transmission	\$250.00	Day
<u>COMMUNICATIONS AND OFFICE EQUIPMENT</u>		
Cellular Phone	\$15.00	Day
Satellite Phone	\$50.00	Day
Airtime	\$2.00	Minute
Copier, Portable.....	\$35.00	Day
Camera, Digital.....	\$15.00	Day
Camera, Video.....	\$75.00	Day
Camera, Web	\$75.00	Day
Electronic Copies of Reports, Documents, Photographs on CD	\$10.00	Each
Fax Machine	\$55.00	Day
Global Positioning System Receiver	\$15.00	Day
Laptop Computer with Printer.....	\$55.00	Day
Radio, 2-way Hand-Held	\$30.00	Day
Radio, 2-way Hand-Held (Intrinsically Safe).....	\$60.00	Day
Wireless Data Card for Remote Internet Access.....	\$10.00	Day
<u>MISCELLANEOUS EQUIPMENT AND SUPPLIES</u>		
All-Terrain Vehicles:		
ATV (4-wheeler).....	\$300.00	Day
ATV (4-wheeler) Trailer.....	\$50.00	Day
ATV (4-wheeler) Trailer, All-Terrain.....	\$75.00	Day
ATV - Utility Vehicle (Mule, Gator or equivalent).....	\$375.00	Day
Amphibious 8-wheel Vehicle.....	\$550.00	Day
Binoculars.....	\$10.00	Day
Bird Scare Gun with Propane Bottle.....	\$35.00	Day
Propane Bottle Refills.....	Cost + 20%	
Blast-Resistant Container Sampler	\$500.00	Day
Butterworth Spin-Jet Nozzle, Stainless Steel	\$195.00	Day
Carbon, Vapor Phase, 55-Gallon Drum.....	\$900.00	Drum
Carbon Scrubber with Pre-Filters, 750 to 1,000-Gallon Unit	\$500.00	Day
Cartridge Filters, Replacement for Pre-Filters	Cost + 20%	
Carbon, Replacement	Cost + 20%	
Containment Berm, Portable (10'-15' x 10'-15').....	\$30.00	Day
Containment Berm, Portable (10'-12' x 50').....	\$48.00	Day
Drums and Small Containers:		
95-Gallon Poly Overpack	\$250.00	Each
85-Gallon Steel Recovery	\$225.00	Each
55-Gallon Closed/Open Top Steel (New)	\$85.00	Each
55-Gallon Closed/Open Top Poly (New).....	\$85.00	Each
30-Gallon Closed/Open Top Steel (New)	\$110.00	Each
30-Gallon Closed/Open Top Poly (New).....	\$75.00	Each
15-Gallon Closed/Open Top Poly (New).....	\$65.00	Each
20-Gallon Pollution Can (New).....	\$25.00	Each
5-Gallon Bucket with Lid.....	\$14.00	Each

5-Gallon Lab-Pack Bucket with Screw Top.....	\$28.00	Each
Box, Cubic Yard.....	\$105.00	Each
Box, Lab Pack, 55-Gallon.....	\$35.00	Each
Drum Dolly.....	\$25.00	Day
Drum Insert, 55 Gallon (Polyethylene).....	\$35.00	Each
Drum Labels and Placards.....	\$2.00	Each
Drum Lift.....	\$20.00	Day
Drum Liners, 1.8 mil.....	\$0.95	Each
Drum Liners, 3.0 mil.....	\$1.35	Each
Drum Liners, 6.0 mil.....	\$2.30	Each
Drum Pump - Disposable.....	\$30.00	Each
Drum Wrench, Non-Sparking.....	\$10.00	Day
Fan, Cool Mist.....	\$50.00	Day
Fence, Construction Safety, 100'.....	\$65.00	Roll
Fence, Silt, 100'.....	\$55.00	Roll
Flare Stand, Portable 2" - 4".....	\$325.00	Day
Generators, Power/Electrical:		
Generator to 4 KW.....	\$125.00	Day
Generator, 4.1 to 8 KW.....	\$175.00	Day
Generator, 8.1 to 15 KW.....	\$225.00	Day
Generator, 15.1 to 25 KW.....	\$275.00	Day
Generator, 25.1 to 35 KW.....	\$325.00	Day
Generator, 35.1 to 45 KW.....	\$375.00	Day
Generator, 45.1 to 55 KW.....	\$400.00	Day
Generator, 55.1 to 65 KW.....	\$450.00	Day
Grounding/Bonding Equipment, Rods and Cables.....	\$10.00	Each/Day
Hose Wrap, 2".....	\$3.00	Per 25'
Hose Wrap, 4".....	\$9.00	Per 25'
Inverter to 1000 Watts.....	\$10.00	Day
Labels and Forms:		
Drum Labels and Placards.....	\$2.00	Each
Form, Bill of Lading.....	\$5.00	Each
Form, Waste Manifest.....	\$5.00	Each
Leak Detection Liquid, Inert (8-ounce).....	\$10.00	Day
Lighting:		
Flashlight, Intrinsically Safe.....	\$12.00	Day
Flashlight, Non-Intrinsically Safe.....	\$6.00	Day
Flood Light, Explosion Proof.....	\$100.00	Day
Light Plant, Trailer Mounted.....	\$250.00	Day
Light Stand, Portable.....	\$35.00	Day
Streamlight "Lite Box" 20-Watt Hand Lantern.....	\$20.00	Day
Lock Out/Tag Out Kit.....	\$50.00	Job
NFPA 704 Marking System, Magnetic.....	\$10.00	Day
Pallet.....	\$20.00	Job
Paste, Kolor Kut.....	\$8.00	Tube
Plugging, Epoxy Stick.....	\$12.00	Each
Plugging/Patching Kit.....	\$50.00	Plug/Patch
Polyethylene Bags, 6 mil (50" x 33").....	\$85.00	Roll of 50
Polyethylene Sheeting, 20' x 100', 4 mil.....	\$85.00	Roll
Polyethylene Sheeting, 20' x 100', 6 mil.....	\$105.00	Roll
Polyethylene Sheeting, 40' x 100', 4 mil.....	\$160.00	Roll
Polyethylene Sheeting, 40' x 100', 6 mil.....	\$195.00	Roll
Pressure Washing Equipment:		
Hydroblaster, to 10,000 psi.....	\$575.00	Day
Hydroblaster, 10,001 to 20,000 psi.....	\$675.00	Day
Pressure Washer.....	\$150.00	Day
Pressure Washer Hose, 50' (3,500 psi).....	\$25.00	Day
Pressure Washer Nozzle, Turbo (3,500 psi).....	\$20.00	Day + Rebuild
Pressure Washer Wand, Telescopic (3,500 psi).....	\$25.00	Day
Pressure Washer-Hot Water.....	\$225.00	Day
Pressure Washer-Hot Water, trailer-mounted, self-contained.....	\$500.00	Day
Rope:		
Polypropylene:		
1/4", 600' spool.....	\$35.00	Spool
1/4" (<1/2 spool).....	\$0.18	Foot
3/8", 600' spool.....	\$65.00	Spool
3/8" (<1/2 spool).....	\$0.20	Foot
1/2", 600' spool.....	\$120.00	Spool
1/2" (<1/2 spool).....	\$0.25	Foot

3/4", 600' spool.....	\$180.00	Spool
3/4" (<1/2 spool).....	\$0.45	Foot
Poly-Dacron/Nylon:		
3/8", 600' spool.....	\$130.00	Spool
3/8" (<1/2 spool).....	\$0.45	Foot
1/2", 600' spool.....	\$250.00	Spool
1/2" (<1/2 spool).....	\$0.85	Foot
3/4", 600' spool.....	\$350.00	Spool
3/4" (<1/2 spool).....	\$1.20	Foot
Shelter, Pop-up (10' x 10').....	\$35.00	Day
Silicone Caulk.....	\$12.00	Tube
Stakes, Wood.....	\$1.50	Each
Storage Tanks, Bulk:		
Tank, Polyethylene to 2,000 Gallons.....	\$75.00	Day
Tote Container, Polyethylene.....	\$35.00	Day
Stress Relief (sports drinks, bottled water, vitamin water etc.).....	\$10.00	Man/Day
Stretch Wrap.....	\$27.00	Roll
"T" Post.....	\$7.00	Each
"T" Post Driver.....	\$10.00	Day
Table, Polyethylene.....	\$12.00	Day
Tape:		
Barrier.....	\$20.00	Roll
Chemical Resistant.....	\$35.00	Roll
Duct.....	\$9.00	Roll
Electrical.....	\$2.00	Roll
Teflon.....	\$3.00	Roll
Tarpaulin, 15' x 15'.....	\$25.00	Day
Teflon Packing Material.....	\$60.00	1-lb/Roll
Tubing, Teflon/Tygon, to 1/4" I.D.	\$5.00	Foot
Vacuum Equipment:		
Drum Vacuum, 2" Stainless Steel.....	\$275.00	Day
HEPA Vacuum.....	\$175.00	Day
Line Jetter, 35 GPM, 2,000 PSI.....	\$450.00	Day
Mercury Vacuum.....	\$225.00	Day
Wet/Dry Vacuum.....	\$50.00	Day

Terms and Conditions

1. Personnel are charged Portal-to-Portal, with a four-hour minimum upon activation.
2. Straight Time rates apply to the first eight hours worked between 0800 and 1200, and between 1300 and 1700 Monday through Friday. All other hours worked, including Saturdays, Sundays and holidays, will be charged at the Overtime rate, except that Christmas Day shall be charged at double the Straight Time rate. The following are paid holidays for USES employees: New Years Day, Mardi Gras Day (Mobile and Louisiana Offices only), Good Friday, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day. When these holidays fall on a weekend, the nearer weekday will be charged at the Overtime rate as well.
3. Subsistence will be charged at \$125.00 per day per person for work performed fifty miles from the employee's normal U.S. Environmental Services location when overnight accommodations are required. When overnight accommodations are not required, but work exceeds 12 hours, \$40.00 per day per person will apply to cover meals and incidentals.
4. To ensure proper hydration, ice, water and sports drinks will be provided to site workers at a charge of \$10.00 per employee per day (will appear as "Stress Relief" on the invoice).
5. Response to incidents involving chemical or biological terrorism, real or perceived, will be charged at 1.5 times the referenced rate schedule.
6. Subcontractor charges and non-scheduled equipment, services, and supplies will be charged at cost plus 20%.
7. Applicable federal, state and local taxes, except income and ad valorem, as they pertain to services, equipment rental, sales of material, manufacturer repair, delivery and/or transportation shall be charged to the customer.
8. Certificates of Insurance will be issued upon request, and include coverage for Workers' Compensation, U.S. Longshoremen and Harbor Workers' Act, Jones Act, General Liability, Ship Repairers, Terminal Operators, and automobile/vehicle.
9. Equipment is billed portal-to-portal, from time of activation.
 - a. Equipment billed on an hourly basis will be billed for a minimum of four hours upon activation.
 - b. Equipment billed on a daily basis will be billed for a full day upon activation, unless the response is canceled within the first four hours, and the equipment has not been used, in which case it will be charged at half the daily rate.
 - c. Equipment held in reserve, either on site or at the dispatch point, for the exclusive benefit of the customer, will be billed at a standby rate equal to half the standard rate until released by the customer.
 - d. Equipment damaged beyond economical repair, and not the fault of USES, will be replaced at the customer's expense with no mark up.

10. Disposal of recovered product, contaminated materials and all waste materials (hazardous and non-hazardous) is the customer's responsibility and liability. USES does not take ownership, responsibility or liability of materials and wastes. The customer understands and agrees that USES (a) has not caused or created the environmental conditions that are the subject of our services; (b) have not, and do not, and will not, own or take title to the material, substances, wastes, or contaminated media that are addressed as part of our services or that we may collect, containerize, excavate, accumulate or dispose of as part of our services. The customer agrees to indemnify USES and hold us harmless from and against all claims, costs, losses and damages arising out of or relating to (x) any existing environmental condition that is the subject of our services; (y) any allegation or claim that we are liable as an owner or operator; or (z) any allegation or claim that we are liable as a handler, generator, arranger, transporter, treater, storer or disposer of any material, wastes, substances or contaminated media.
11. USES will charge a waste storage fee for waste materials that are transported to a secure USES facility for storage pending disposal. A charge of \$25.00/drum/job and \$75.00/rolloff container/job will apply. This fee will only be charged when the waste material is stored at a secure facility owned or operated by USES.
12. All operations are conducted at the direction of the customer; however, USES retains the exclusive right to make specific assignments of equipment operators and crews for response operations. USES supervisors and employees shall not be required to perform any operations they consider unsafe or illegal.
13. A restocking, equipment decontamination and maintenance charge will apply to each response trailer following an emergency response. This charge will be on a Time and Materials basis.
14. **Only Applies to Mississippi Projects Involving Soil Excavation:** In order to comply with the Mississippi State Tax Codes (Mississippi Code Annotated, Section 27-65-21), please be advised that projects involving the excavation of soil will be subject to the following rate schedule adjustments and/or taxes:
 - a. Non-residential projects involving the excavation of soil that have a value of \$10,000.00 or less will be subject to 7% Mississippi State Sales Tax. The only exceptions are local, state and federal governmental agencies.
 - b. All residential projects involving the excavation of soil will be subject to 7% Mississippi State Sales Tax regardless of the project value. The only exceptions are local, state and federal governmental agencies.
 - c. For non-residential excavation projects exceeding \$10,000.00, USES is assessed a 3.5% Contractor's Tax in accordance with the Mississippi State Tax Codes (Mississippi Code Annotated, Section 27-65-21). Per Mississippi State Tax Commission regulations, this tax must be included in the contractor's rates and subcontracted services and cannot appear as a line item on the invoice. As a result, for projects over \$10,000.00 involving soil excavation, USES rates for labor, equipment, materials, services and subcontracted services will be increased by a multiplier of 1.0362694 in order to comply with the Mississippi State Tax Commission. The result is that USES will recognize net revenue of \$100.00; however, the customer will be charged \$103.63 [i.e. a charge of \$103.63 less $(0.035\% \times 103.63) = \100.00].
 - d. With regard to the markup of subcontracted services included with USES invoicing, all subcontracted services will be marked up by the applicable handling fee, 20% as per our Rate Schedule, and the multiplier of 1.0362694 will be applied against the marked up total. This will result in an effective mark-up/handling fee of 24.35% [i.e. $\$100.00 \times 1.20\% = \120.00 , $\$120.00 \times 1.0362694 = \124.35]. In effect, USES will charge \$124.35, but will realize \$120.00, or $\$124.35$ less $(124.35 \times 0.035) = \120.00 .
15. Expendable items may be subject to price increases due to market cost fluctuations. Examples of these items include PPE, sorbent materials, polyethylene sheeting, drums, drum liners, cleaning/neutralizing agents and other consumables.
16. Invoices for goods and services pursuant to these terms and conditions will be issued at the conclusion of the project or phase of project. Prompt payment is expected on all invoices, and interest at the rate of 1.5% per month will be charged on all invoices outstanding for more than 30 days. Should this rate exceed the maximum permissible charges under applicable state law then the interest rate charged will be the maximum permitted pursuant to said law. In addition to the above, USES reserves the right to stop work and remove equipment on any project or work site for which invoices are not paid within 30 days of issuance.



INDUSTRIAL SERVICES
NORTH AMERICA

December 24th, 2012

Re: National Preparedness for Response Exercise Program (NPREP) Guidelines

Dear Valued Customer:

Veolia ES Industrial Services, Inc. provides the following to confirm that we have met the equipment deployment, training, and maintenance requirements as set forth in the National Preparedness for Response Exercise Program (NPREP) Guidelines for 2012.

More specifically, our response equipment has been deployed at least once in the 2012 calendar year. In the case of containment boom and skimmers, we have deployed at least the minimum NPREP required amounts of each type of boom and one of each type of skimming system. Enclosed is our 2012 NPREP report showing deployment records, times, and events surrounding the deployments. Please use this information to bring your files regarding our services up to date.

The OSRO equipment is properly maintained and response ready. Personnel deploying this equipment have received appropriate training including HAZWOPER and OPA Competency.

We maintain records of the above for a minimum of three years. We also agree to and encourage verification of the above by your company or the United States Coast Guard.

Please note that we have added classification for the Upper Mississippi and are currently working to make several more additions.

If any further information is desired, please contact our Dispatch Office at (800) 688-4005.

Sincerely,

A handwritten signature in black ink that reads "Jon Zielieke".

Jon Zielieke
Technical Services Manager, Emergency Services
Veolia ES Industrial Services, Inc.



TABLE OF CONTENTS

OSRO CLASSIFICATION MATRIX

2012 DEPLOYMENT RECORD

2013 LOCATION RESOURCES LIST

OSRO MECHANICAL CLASSIFICATION FOR OWNER/ORGANIZATION:

Veolia -ES Special Services, Inc.
 N104 W13275 Donges Bay Road, P.O. Box 367
 Germantown, WI 53022

****FOR OFFICIAL USE ONLY****

NOTICE: This is *NOT* an official transcript!

COTP Zone	Operating Environment	Facility MMPD	Facility WCD1	Facility WCD2	Facility WCD3	Vessel MMPD	Vessel WCD1	Vessel WCD2	Vessel WCD3
Chicago - DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Chicago - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Chicago - DISTRICT 9	Great Lakes	✓	✓	✓	✓	✓	✓	✓	✓
Cleveland - DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Cleveland - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Cleveland - DISTRICT 9	Great Lakes			✓	✓	✓	✓	✓	✓
Detroit - DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Detroit - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Detroit - DISTRICT 9	Great Lakes			✓	✓	✓	✓	✓	✓
Duluth - DISTRICT 9	River or Canal	✓		✓	✓	✓	✓	✓	✓
Duluth - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Duluth - DISTRICT 9	Great Lakes			✓	✓	✓		✓	✓
Lake Michigan - DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Lake Michigan - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Lake Michigan - DISTRICT 9	Great Lakes	✓	✓	✓	✓	✓	✓	✓	✓
Ohio Valley - DISTRICT 8	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Ohio Valley - DISTRICT 8	Inland	✓		✓	✓	✓		✓	✓
Pittsburg - DISTRICT 8	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Pittsburg - DISTRICT 8	Inland	✓		✓	✓	✓		✓	✓
Sault Ste. Marie -									

DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Sault Ste. Marie - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Sault Ste. Marie - DISTRICT 9	Great Lakes			✓	✓	✓		✓	✓
Sault Ste. Marie (Alpena, MI) - DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Sault Ste. Marie (Alpena, MI) - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Sault Ste. Marie (Alpena, MI) - DISTRICT 9	Great Lakes			✓	✓	✓	✓	✓	✓
Sault Ste. Marie (Marquette, MI) - DISTRICT 9	River or Canal	✓		✓	✓	✓	✓	✓	✓
Sault Ste. Marie (Marquette, MI) - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Sault Ste. Marie (Marquette, MI) - DISTRICT 9	Great Lakes			✓	✓	✓	✓	✓	✓
Sault Ste. Marie (Traverse City, MI) - DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Sault Ste. Marie (Traverse City, MI) - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Sault Ste. Marie (Traverse City, MI) - DISTRICT 9	Great Lakes			✓	✓	✓	✓	✓	✓
Toledo - DISTRICT 9	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Toledo - DISTRICT 9	Inland	✓		✓	✓	✓		✓	✓
Toledo - DISTRICT 9	Great Lakes	✓	✓	✓	✓	✓	✓	✓	✓
Upper Mississippi - DISTRICT 8	River or Canal	✓	✓	✓	✓	✓	✓	✓	✓
Upper Mississippi - DISTRICT 8	Inland	✓		✓	✓	✓		✓	✓



2013

Major Oil Spill Equipment and Personnel List by Location

Germantown, WI (Milwaukee)

Personnel

Six Response Managers
 Thirty-two Foremen/Technicians/Drivers

Equipment

One Emergency Response Truck and Trailer with full equipment
 Ten Pick-up Trucks
 One Vacuum Truck, 2500 gallons- 50-60 gpm w/ 4" hose
 Ten Vacuum Trucks/Trailers*
 Four Boom Trailers
 One Water Treatment Trailer
 One Elastec Magnum 100 Skimmer w/hydraulic power-pack, 100 gpm Recovery Rate
 Two Weir skimmers- SKIMPAC 4300, 50 gpm
 One 19' foot boom boat with 115 hp outboard
 Four 12 to 18' jon boat w/ 15-25 hp outboards
 Three – Roll-off Trucks/Trailers
 Thirty sealed Roll-off Boxes
 15,400' 18" containment boom
 1000' 36" containment boom
 2000' absorbent boom
 85 bale absorbent pads

Green Bay, WI

Personnel

Seven Response Managers
 Ten Foremen and Technicians

Equipment

One Emergency Response trailer with full equipment
 Two Response Manager Trucks
 One five ton stake trucks
 One 1 ton stake truck
 Two Hydrographic survey boats
 Hydraulic power packs and pumps
 Two Weir Skimmers - SKIMPAC 4300, 50 gpm
 1400' absorbent boom
 50 bales absorbent pad
 13 absorbent rolls
 One 20' boom boat with 90hp outboard
 2200 feet 18" Containment Boom
 One Boom Trailer
 One 14' boat w/ 9.9 hp motor
 One zodiac boat w/40 hp motor



Sheboygan, WI

Personnel

Two Response Managers
Twelve Foremen/Technicians/Drivers

Equipment

One Emergency Response Trailer with full equipment
Five Pick-up Trucks
Ten Vacuum Trucks/Trailers*
100' 18" Containment boom
250' absorbent boom
10 bale absorbent pads

*Vacuum Truck pumping capacities range from 50-120 gpm w/ 4" hose

*Vacuum trucks range in size from 2000-6000 gallons

Wausau, WI

Personnel

One Response Managers
Three Foremen and Technicians

Equipment

One Emergency Response Truck and Trailer
One Response Managers Truck
One Pick-up Truck
Two vacuum trucks or trailers*
One Jon Boat w/15 hr motor
One Power Pack with Three Pumps
500' Absorbent Boom
20 Bale Absorbent Pads

*Vacuum Truck pumping capacities range from 50-120 gpm w/ 4" hose

*Vacuum trucks range in size from 2000-6000 gallons

Norway, MI

Personnel

Three Response Managers
Four Foremen and Technicians

Equipment

One Emergency Response Truck and Trailer
One Vacuum Truck- 3000 gallon, 50-60 gpm w/ 4" hose
One Roll off Truck
Four Sealed Rolloff Boxes- 25 yard
One Frac Tank, 18000 gallon Capacity
600' Absorbent Boom
5 Bale Absorbent Pads



New Lenox, IL (Southwest Chicago)

Personnel

Three Response Managers
Fifteen Foremen and Technicians

Equipment

One Emergency Response Trailer (Full Equipment)
One Emergency Response Truck w/lift-gate- 4x4
Four Vacuum Trucks*
One roll-off truck
Four Sealed Roll-off Boxes
One 18' Response Boat w/60 hp motor
One 14' jon boat- w/10 hp motor
Six Pick-up Trucks
One Elastec TDS-136 Skimmer, 70 GPM Recovery
2200' 18 containment boom
600' Absorbent Boom
20 Bale of Absorbent Pads

Mitchell, IL (St. Louis)

Personnel

3 Response Managers
27 Foremen and Technicians

Equipment

One Emergency Response Trailer – Full Equipment
One Emergency Response Truck- 4x4
Seventeen Support Trucks
Seventeen Vacuum Trucks*
Four Combination Jet/Vac Trucks
Eight 10k+ Hydro Blasters
Two Steam Pressure Washers
One 18' Boat w/40 hp motor
One Elastec TDS-118 Skimmer, 35 GPM Recovery
One Intrinsically Safe Sewer Inspection Unit
400' Absorbent Boom
1000' 18" Containment Boom
15 Bale Absorbent Pads

Dayton, OH

Personnel

Two Response Managers
35 Foremen/Technicians/Drivers

Equipment

Twenty Five Vacuum Trucks*
Two Jet/Vac Combination Units
One Intrinsically Safe Sewer Inspection Unit
Thirty Two Support Trucks
One 4x4 Emergency Response truck w/liftgate
One Emergency Response Trailer (Full Equipment)
Three Roll-off Trucks
Twelve Semi Tractor/Tanker/Roll off Units*



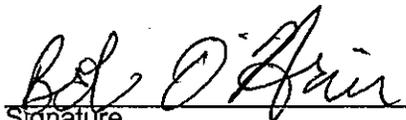
Thirty Five Water Blaster Units
Six Frac Tanks – Avg 18,000 gallons each
Thirty Sealed Rolloff Boxes
One Jon Boat w/15 hr motor
One Elastec TDS-118 Skimmer, 35 GPM Recovery
One Half-Disk Mantaray Skimmer, 56” w/ 3’ coupling, 80 gpm
One Weir Skimmer- SKIMPAC 4300, 50 gpm
2,200’ 18” Containment Boom
800’ Absorbent Boom
20 Bale of Absorbent Pads

*Vacuum Truck pumping capacities range from 50-120 gpm w/ 4” hose
*Vacuum trucks range in size from 2000-6000 gallons

**CERTIFICATION OF QUALIFIED INDIVIDUAL AND
ALTERNATE QUALIFIED INDIVIDUAL**

Koch Pipeline Company LP hereby certifies to the Coast Guard (USCG) and the Environmental Protection Agency (EPA) that the individuals identified as a Qualified Individual and Alternate Qualified Individual in FIGURE 1-2 of the Koch Pipeline Emergency Response Plans have the full authority in accordance with applicable federal regulations to:

1. Activate and engage in contacting with oil spill removal organizations,
2. Act as a liaison with the pre-designated Federal On-Scene Coordinator (OSC), and
3. Obligate funds required to carry out response activities.


Signature

Bob O'hair
Name (please type or print)

Koch Pipeline Company, LP

Executive Vice President
Title

11/30/2009
Date



Sound Management Practice Program - Statement Of Intent

This form serves as official notification that my company is actively employing a Sound Management Practice Program (SMPP). I certify that all facilities and/or vessels, of which I am owner/operator, actively employ an SMPP that includes the following elements:

- (1) statement of intent
- (2) written policies and procedures and methodology to ensure compliance
- (3) training documentation
- (4) post spill auditing processes

I request that the Texas General Land Office accept this statement of intent and apply the appropriate penalty matrix should an oil spill occur in which I am the responsible party. I understand that the GLO may review our SMPP if the circumstances surrounding an oil spill warrant such examination.

Date May 5, 2008

Signature Dan Hobbs

Printed Name DAN Hobbs

Company/Vessel Name Koch Pipeline Company L.P.

GLO Facility Certificate Number(s) (if appropriate)

Mailing Address 4241 Savannah Ave.

Port Arthur, Tx 77640

Phone 409-989-6805 Fax 409-989-6450

E-mail DAN.Hobbs@KochPipeline.com

Mail or fax to:

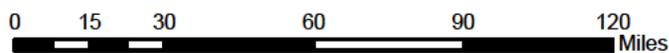
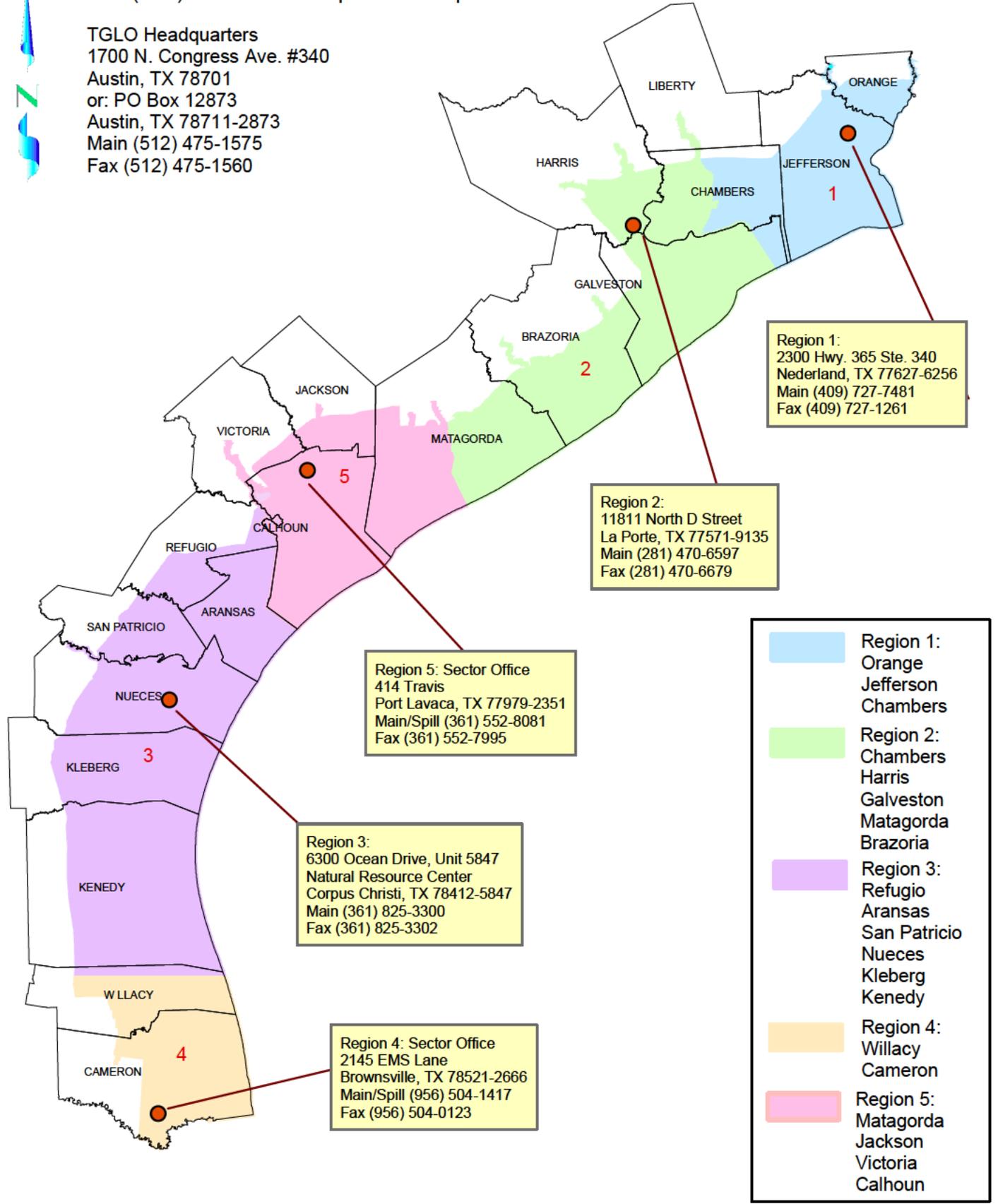
Peggy Spies
Texas General Land Office
Oil Spill Prevention and Response
P.O. Box 12873
Austin, Texas 78711-2873
Fax - (512) 475-1560

TGLO - Oil Spill Prevention & Response Regional Offices

Call (800) 832-8224 to report an oil spill



TGLO Headquarters
1700 N. Congress Ave. #340
Austin, TX 78701
or: PO Box 12873
Austin, TX 78711-2873
Main (512) 475-1575
Fax (512) 475-1560



This map was produced on 10/6/2005 at 10 31:43 AM by Robert L. Barron, GIS Application Developer IS/GIS/Applicaiton Development



Texas General Land Office Oil Spill Prevention and Response

Oiled Wildlife Response Information Guide

General Response

- Federal regulations prohibit handling of migratory birds.
- Untrained personnel should not attempt to rescue oiled wildlife because of the potential of serious, sometimes fatal zoonotic diseases (transmission of disease from animal to human.)
- Oiled animals can inflict serious injury to untrained personnel.
- Only personnel from state fish & game agencies and U.S. Fish & Wildlife Service, or properly trained and permitted rehabilitators designated by these agencies are allowed to capture oiled wildlife.
- Make appropriate notifications and await instruction from licensed personnel on how to deal with affected wildlife.
- Only personnel licensed by the State of Texas are allowed to handle oil wildlife.

Resources

TX General Land Office 24 Hour Oil Spill Notification
800-832-8224

Wildlife Rehab & Education

Sharon Schmalz, Certified Oiled Wildlife and Response Team Member
Federal License # PRT673173 • State License # SPH090-090

Margaret Pickell, Certified Oiled Wildlife & Response Team Member

Upper Coast: Cell (b) (6) • 713-861-9453 • Pagers 713-279-1417 • 281-418-8100 • (b) (6) (home)

Lower Coast: 281-992-8080 • Pager 281-418-8100

Wildlife Response Services LLC

Rhonda Murgatroyd, Certified Oiled Wildlife & response Team Member
Federal License #SPRH039465, TX License # REH-0401-713, LA License #R-07-13
713-705-5897 • Pager 281-266-0054

UPPER COAST

Region 1 (Beaumont/Port Arthur)
Region 2 (LaPorte / Houston)

Texas Parks and Wildlife
281-842-8100 (24 hrs)

Texas Parks and Wildlife – Spills and Kills-Winston Denton
281-534-0138 • 281-842-8100 • 281-534-0130 (office)

U.S. Fish & Wildlife (pager for Ron Brinkley)
281-286-8282 • Pager 281-505-4754 • Cell (b) (6)

LOWER COAST

Region 3 (Corpus Christi • Region 4 (Brownsville)
Region 5 (Pt. Lavaca)

Texas Parks and Wildlife
956-350-4490

Texas Parks and Wildlife - Spills and Kills
361-825-3246

U.S. Fish & Wildlife (pager for Claire Lee)
512-994-9005

Animal Rehabilitation Keep (ARK) – Port Aransas, TX
361-749-6793

TEXAS



GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

June 12, 2013

Koch Pipeline Co, LP.
Mr. Mike Moore
4241 Savannah Ave
Port Arthur, TX 77640

Re: Renewal of Facility Certificate No. **11202**
(Please refer to this number in all future correspondence.)
Koch Pipeline-Southeast Texas Operations- Port Arthur, TX

Dear Mr. Moore:

Based on submission of a complete re-certification application packet and fee, my staff has determined that your facility is eligible for re-certification pursuant to the Oil Spill Prevention and Response Act of 1991. Enclosed is Certificate No. **11202** authorizing the above named facility to continue operating as a coastal facility.

Compliance with this certificate requires your facility to maintain a high level of prevention awareness and to respond accordingly to any unauthorized discharges. I commend you for your continued efforts to protect our valuable coastal resources.

Please feel free to contact this office with any questions regarding this or any other certification or oil spill prevention and response matter.

Sincerely,

A handwritten signature in blue ink that reads "J. T. Ewing".

J. T. Ewing
Regional Director
Oil Spill Prevention & Response Program

Enclosure



Certificate Number: 11202
Expiration: June 20, 2018

Texas General Land Office
Oil Spill Prevention and Response
Discharge Prevention and Response Certificate

**Koch Pipeline-Southeast Texas
Operations**

Port Arthur, TX

Facility Name

Location

Flint Hills Resources

Koch Pipeline Co, LP.

Owner

Operator

This certificate carries with it the need to maintain a high level of prevention awareness at your facility and the need to respond in a 'planned' manner to unauthorized discharges.

Jerry Patterson
Commissioner
Texas General Land Office

Greg Pollock
Deputy Commissioner, Oil Spill Prevention &
Response
Texas General Land Office