



U.S. Department  
of Transportation

**Pipeline and Hazardous  
Materials Safety Administration**

1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

*The following Oil Spill Response Plan has been submitted to the Department of Transportation (DOT) Pipeline Hazardous Materials Safety Administration (PHMSA) in HyperText Markup Language (HTML) format, and has since been converted to Portable Document Format (PDF) form. Any hyperlink included in the PDF file is NOT functional, and materials referenced in the links have been attached as an addendum at the end of the document.*



Enterprise Products Operating, L.P.

Enterprise Products Operating, L.P.  
Texas Zone  
OPA-90 Facility Response Plan



E

Enterprise Products Operating, L.P., Texas Zone  
OPA-90 Facility Response Plan



Enterprise Products Operating, L.P.

Enterprise Products Operating, L.P.  
Texas Zone  
OPA-90 Facility Response Plan

Developed By:



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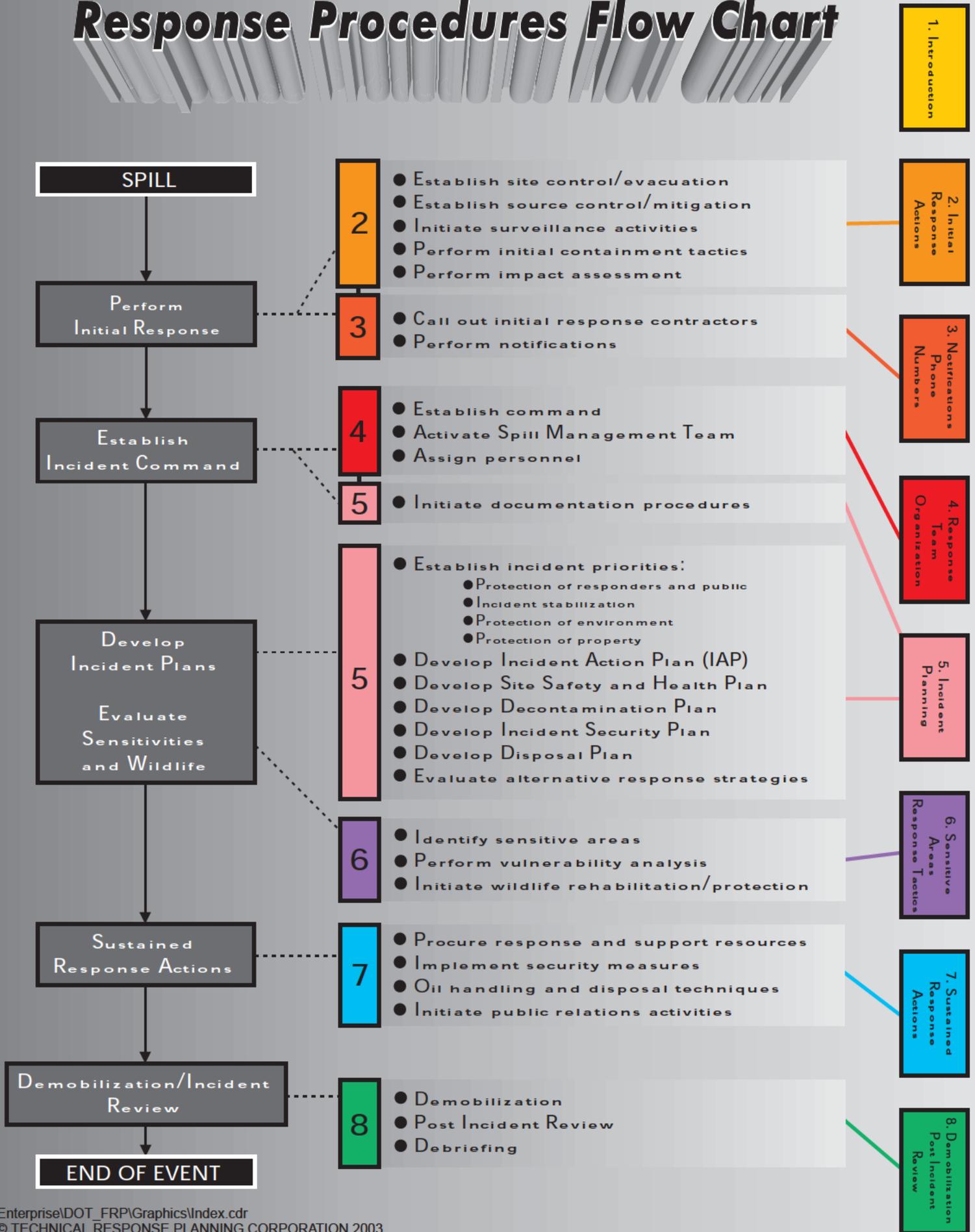
Texas Zone  
Oil Spill Response Plan  
Terminals

Developed by:





# Response Procedures Flow Chart



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## SECTION 1

Last Revised: November 2011

## INTRODUCTION

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Figure 1-3 - **Texas Zone** Information Summary

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

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1.1 Purpose/Scope of Plan

1.2 Plan Review and Update Procedure

1.3 Certification of Adequate Resources

1.4 Management of Change Request Form

**Figure 1.4-1 - Management of Change Request Form**

1.5 Agency Submittal/Approval Letters

## FIGURE 1-1 - RECORD OF CHANGES

Changes to this Plan will be documented through the EPOLP change request form, filed at the Area Office, and submitted to the Senior Compliance Administrator for entry into the system. Plan review and modifications will be initiated and coordinated by the Environmental, Health, Safety, and Training Department (EHS&T) in conjunction with the Supervisor/Area Manager.

CHANGE NUMBER	DATE OF CHANGE	DESCRIPTION OF CHANGE	PAGE NUMBER
1	10/28/2004	Added WCD to Figure 1-3, Updated Section 1.2, Revised Figure 2-1, Removed Figure 2-2, Revised Figure 3.1-1, Revised Figure 3.1-2, Revised Figure 4.2, Updated Section 4.5, Section 4.6 added Finance Section Chief	Section 1 - Pages 5 and 9, Section 2 - all pages, Section 3 - Pages 3 and 4, Section 4 - Pages 3, 5, 6, and 15, Section 5 - Page 8
2	8/25/2005	Updated Table of Contents, Updated Figure 1-3, Updated Section 1.1, Updated Section 1.2, Updated entire Section 2, Updated Figure 3.1-1, Updated Section 4.4, Updated Figure 4.2, Updated Section 4.6, Updated Section 6, Updated Section 7.1.6, Updated Appendix B	Table of Contents - Page 1, Section 1 - Pages 2, 5, 8 and 9, Section 2 - Pages 1 through 8, Section 3 - Page 3, Section 4 - Pages 3, 5, 6 and 16, Section 6 - Pages 7, 12 through 21, Section 7 - Page 5, Appendix B - Page 2
3	1/18/2006	Added contractors equipment maintenance procedure	Section 7 - Page 3
4	2/14/2006	Updated Record of Changes in Figure 1-1, Changed RSPA references to PHMSA in Sections 1.1, 1.2, 3 (TOC), 3.1; Appendices C.4, C.5, D, and E.1	Section 1 - Page 2, Section 3 - Page 1 and 2, Appendix C - Pages 8 and 10, Appendix D - Pages 1-5, Appendix E - Page 3
5	3/15/2006	Incorporated OPS Sequence Number 311 Onshore Pipeline and TGLO requirements in Sections 1, 2, 3 and Appendix A, C, and D	Table of Contents - Pages 1-4, Section 1 Pages 4-18, Section 2 Pages 1 and 9-16, Section 3 Pages 13-21, Section 6 Pages 7 and 12 to end of Section, Section 7 Page 2, Appendix A Page 4, Appendix B Pages 2 and 4, Appendix C Pages 1-13, Appendix D 1-7, Appendix E Page 3
6	6/15/2006	Updated Figure 1-3 counties	Section 1 - Page 2 and Page 5
7	10/22/2008	Updated TGLO WCD Section C.4, TGLO ESI maps Section 6.9, Qualified Individuals Figure 1-3 and Figure 3.1-4, and added additional OSRO Figure 3.1-4, Figure 7.1.1, and Appendix B.1.1	Section 1 - pages 4 and 5, Section 3 - pages 13 through 22, Section 6 - DOT Overview map and ESI Atlas, Section 7 ? page 2, Appendix B ? Pages 2 and 4, Appendix C ? Pages 12 through 14
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52	4/21/2011	3 - TGLO   1 - Introduction	

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53	8/22/2011	3 - TGLO   1 - Introduction   1.5 Agency Submittal/Approval Letters	
54	11/15/2011	3 - TGLO   1 - Introduction   1.5 Agency Submittal/Approval Letters	
55	11/16/2011	3 - TGLO   1 - Introduction   1.5 Agency Submittal/Approval Letters	
56	7/15/2014	3 - TGLO   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures   Figure 3.1-3 - DOT/PHMSA Accident Report Form	
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60	7/18/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   B.1.1 OSRO Classification	
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69	7/18/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors	
70	7/18/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   B.1.1 OSRO Classification	
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75	7/24/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   B.1.1 OSRO Classification	
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79	7/24/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors	
80	7/24/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   B.1.1 OSRO Classification	
81	7/24/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   Figure B.1-1 - Evidence of Contracts	

82	7/24/2014	3 - TGLO   C - Hazard Evaluation and Risk Analysis   C.2 Worst Case Discharge (WCD) Scenario	
83	10/3/2014	3 - TGLO   3 - Notifications / Telephone Numbers   3.1 Emergency Information and Notification Procedures   Figure 3.1-4 - Notifications and Telephone Numbers   USCG Classified OSRO's / Non-Classified OSRO's	
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85	10/3/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors	
86	10/3/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   B.1.1 OSRO Classification	
87	10/3/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   Figure B.1-1 - Evidence of Contracts	
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89	10/3/2014	3 - TGLO   7 - Sustained Response Actions   7.1 Response Resources   Figure 7.1-1 - Regional Company and Response Contractor's Equipment List/Response Time	
90	10/3/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors	
91	10/3/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors	

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92	10/3/2014	3 - TGLO   B - Contractor Response Equipment   B.1 Cooperatives and Contractors   Figure B.1-1 - Evidence of Contracts	

Texas Zone

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FIGURE 1-2 - DISTRIBUTION LIST

PLAN HOLDER	ADDRESS	NUMBER OF PAPER COPIES	NUMBER OF ELECTRONIC COPIES
USDOT - OPS	1200 New Jersey Avenue, S.E. Washington, DC 20590	0	0

Texas Zone

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FIGURE 1-3 - Texas Zone INFORMATION SUMMARY

Owner:	Enterprise Products Operating, L.P. 1100 Louisiana P.O. Box 4324 Houston, TX 77210	
Operator:	Enterprise Products Operating, LCC 1100 Louisiana P.O. Box 4324 Houston, TX 77210	
Zone Name:	Texas Zone	
Facility Mailing Address:	c/o Environmental Department P.O. Box 4324 Houston, TX 77210-4324	
Zone Telephone/FAX:	Phone: (713) 381-6500 Fax: (713) 803-2610	
PHMSA Sequence #:	1608	
Qualified Individuals:	Benny Porter Manager Operations (281) 470-4986 (Office) (b) (6) (Home) (b) (6) (Mobile)	1200 N. Broadway Morlans Point, TX 77571
	Zac Futerfas Manager, Storage (832) 501-4084 (Office) (Home) (b) (6) (Mobile)	10207 FM 1942 Mont Belvieu, TX 77580
	Tim Jones Director, Storage, Terminals & Pipelines (832) 501-4122 (Office) (b) (6) (Home) (b) (6) (Mobile)	10207 FM 1942, P.O. Box 573 Mont Belvieu, TX 77580
	James Farmer	1200 North Broadway

	Safety/PSM Coordinator (281) 470-4962 (Office) (b) (6) (Home) (b) (6) (Mobile)	Morlans Point, TX 77571
	Mike Hudman Supervisor, Pipeline (281) 470-4950 (Office) (b) (6) (Home) (b) (6) (Mobile)	1200 North Broadway Morgans Point , TX 77571
	Norman Slagle Supervisor, Terminal (713) 383-3104 (Office) (b) (6) (Home) (b) (6) (Mobile)	11750 Almeda Road Houston, TX 77045
	Brian Sossaman Manager, Regional Safety (832) 501-4233 (Office) (b) (6) (Home) (b) (6) (Mobile)	10207 FM1942, P.O. Box 573 Mont Belvieu, TX 77580
Description of Zone:	The Pipeline carries petroleum products (including: Natural gasoline) in the areas shown in <b>FIGURE 1-4</b> and <b>FIGURE 1-5</b> .	
Response Zone Consists of the Following Counties:	Chambers, Galveston, Harris, Jefferson, Liberty, Orange: (Texas) Cameron: (Louisiana)	

FIGURE 1-3 - Texas Zone INFORMATION SUMMARY, CONTINUED

Line Sections/Products Handled: (Refer to Product Characteristic and Hazards, <u>FIGURE C.6-1</u> )	SECTION	DIAMETER	PRODUCT
	East Storage to TEPPCO P1/P63, mileage 3.26, Line Number 63	16"	Refined Products
	East Storage Pump Facilities to Oneok Storage Facilities (08?:-39), mileage 0.999, Line Number 08-39	08"	Gasoline
	OTI Import Lateral 16?, mileage 2.432, Line Number 20698	16"	Propane, normal butane, Isobutane, Y-Grade, natural gasoline, PP Mix
	Isobutane 10", mileage 21.242, Line Number 20760	10"	Propane, EPMix, normal butane, Isobutane, Y-Grade, natural gasoline
	Seagull Pipeline A, mileage 0.982, Line Number 22751	8"	part of line is in PP Mix and part of line is in N2
	Seagull B, mileage 0.982, Line Number 22759	8"	Normal butane and natural gasoline
	Enron Gasoline B, mileage 0.169, Line Number 22766	6"	Natural Gasoline
	Diamond East #117, mileage 3.149,	6"	Natural Gasoline

Line Number 27793		
E-Lines B, mileage 0.836, Line Number 22796	6"	Propane, natural gasoline, BG Mix
E-Lines C, mileage 0.849, Line Number 22798	6"	Butane, Isobutane, Natural Gasoline, Propane, PPMix
Arco Junction A-1, mileage 0.4, Line Number 22809	6"	Propane, normal butane, isobutane, ethane, EP Mix, PP Mix, Natural Gasoline, RGB
Warren, mileage 0.337, Line Number 22815	8"	butane, propane, natural gasoline
PP Mix to Mobil, mileage 0.445, Line Number 22816	8"	PP Mix, propane, natural gasoline, butane, ethane
Arco Junction A-2, mileage 0.397, Line Number 22820	6"	Propane, normal butane, isobutane, ethane, EP Mix, PP Mix, Natural Gasoline, RGB
LouTex NGL, mileage 75.581, Line Number 24740	12"	Butane, Propane, Y-Grade, Isobutane, Ethane, EPMix, PPMix, Natural Gasoline
Methanol, mileage 20.01, Line Number 30710	8"	Natural Gasoline, Isooctane, normal butane, Isobutane, methanol, MTBE
Import Line, mileage 20.366, Line Number 32794	16"	Propane, EPMix, normal butane, Isobutane, Y-Grade, natural gasoline, PP Mix
Morgans Point to Texas City #6, mileage 29.873, Line Number 914C-100	6"	Natural Gasoline, Butane, Isobutane
Texas City - Amoco #6-8, mileage 0.686, Line Number 914C-200	6"	Butane, Isobutane, Natural Gasoline
Texas City Marathon #6-7, mileage 0.226, Line Number 914C-500	6"	Butane, Isobutane, Natural Gasoline
Marathon to Valero #6-6, mileage 0.932, Line Number 914C-700	6"	Butane, Isobutane, Natural Gasoline
Texas City to Ineos, mileage 2.105, Line Number 914C-800	8"	Natural Gasoline
Mont Belvieu to Morgans Point #8, mileage 16.609, Line Number 914G-100	8"	Natural gasoline, normal butane, Isobutane, isobutylene, RGB
Barbers Hill - Well 13 #2-1B, mileage 1.063, Line Number 916B-	6"	Natural gasoline

	100		
	Barbers Hill - Arco #2-1D, mileage 0.255, Line Number 916D-100	6"	RGB, Natural gasoline, normal butane, Isobutane, isobutylene,
	Barbers Hill - Arco Junction #1G, mileage 0.268, Line Number 916G-100	8"	RGB, Natural gasoline, normal butane, Isobutane, isobutylene
	Alameda Terminal to Pasadena Meter Station #1, mileage 16.178, Line Number T34	12"	Butane, Normal butanes, Natural Gasoline, BB mix
	Pasadena Meter Station to Texas City Terminal, mileage 33.901, Line Number T36	6"	Natural Gasoline, Butane, Normal butanes, BB mix
	North Storage to East Storage Pump Facilities, mileage 1.439, Line Number 59	16"	Diesel, motor fuel
Worse Case Discharge (bbls):	(b) (7)(F), (b) (3)		
Alignment Maps (Piping, Plan Profiles):	Maintained at: Data Resources in Houston, TX		
Spill Detection and Mitigation Procedures:	Refer to <b>SECTION 2</b> and <b>APPENDIX C</b> .		
Statement of Significant and Substantial Harm:	The response zones in this system all contain pipelines greater than 6 5/8 inches and are longer than ten 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.		
Date Prepared:	April 2004		

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 1-4 PIPELINE SYSTEM OVERVIEW MAP

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#### FIGURE 1-5 TEXAS ZONE MAP

[Click to view/print Zone Map](#)

## 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 from the Texas Zone. The pipelines within this zone are owned by Enterprise Products Operating, L.P. and operated by Enterprise Products Operating, LCC.

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), EPA Region VI Regional Integrated Contingency Plan, MSO Houston-Galveston GRP, MSO Port Arthur GRP in the One Gulf Plan. Specifically, this Plan is intended to satisfy:

- Pipeline Hazardous Material Safety Administration (PHMSA), U.S. Department of Transportation requirements for an OPA 90 Plan (49 CFR 194)

## 1.2 PLAN REVIEW AND UPDATE PROCEDURE

In accordance with 49 CFR Part 194.121, this Plan will be reviewed annually and modified to address new or different operating conditions or information included in the Plan. Upon review of the response plan for each five-year period from the latest date of approval, the plan will be submitted to PHMSA. Company internal policy states that the Plan will be reviewed annually, modified as appropriate, and address improvements identified during drills. In the event the Company experiences a Worst Case Discharge, the effectiveness of the plan will be evaluated and updated as necessary. If a new or different operating condition or information would substantially effect the implementation of the Plan, the Company will modify the Plan to address such a change and, within 30 days of making such a change, submit the change to PHMSA. Examples of changes in operating conditions that would cause a significant change to the Plan include:

CONDITIONS REQUIRING REVISIONS & SUBMISSIONS
Relocation or replacement of the transportation system in a way that substantially effects the information included in the Plan, such as a change to the Worst Case Discharge volume.
A change in the type of oil handled, stored, or transferred that materially alters the required response resources.
A change in response procedures.
A change in key personnel Qualified Individuals (QI).
A change in the name of the Oil Spill Removal Organization (OSRO).
Any other changes that materially affect the implementation of the Plan.
A change in the NCP or ACP that has significant impact on the equipment appropriate for response activities.

All requests for changes must be made through the Senior Compliance Administrator and will be submitted to PHMSA by the Environmental Manager, Safety/PSM Coordinator, Area Supervisor and the Area Manager.

## 1.3 CERTIFICATION OF ADEQUATE RESOURCES

# CERTIFICATION

## Pursuant to the Clean Water Act Section 311(j)(5)(F)

Enterprise Products Operating, LCC, Texas Zone

The undersigned, the owner or operator of the above referenced pipeline who is authorized to sign this certification on behalf of the Company, hereby certifies that the above referenced pipeline has prepared a response plan which will be implemented in the event of a worst case discharge of oil. I also certify that the Plan is in effect for this pipeline and that Operator personnel are trained in the implementation of this Plan.

I further certify that the availability of private personnel and equipment necessary to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of a discharge is ensured by contract or other approved means.

Also, I certify that this Plan meets the applicable requirements of The Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Department of Transportation (49 CFR 194).

Enterprise Products Operating, LCC, Operator of the Enterprise Products Operating, L.P. by Enterprise Products GP, LLC, its General Partner.



Terry L. Hurlburt  
Senior VP, Safety & Technical Training  
4/20/2011

Texas Zone

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## 1.4 MANAGEMENT OF CHANGE REQUEST FORM

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FIGURE 1.4-1 - MANAGEMENT OF CHANGE REQUEST FORM

<b>Asset Name:</b>	<b>Change Request Number: CR-</b>
<b>Asset Location:</b>	Originator:
Proposed Date of Change	Date of Origination:
Associated Work Order Number:	Process Area:
<input type="checkbox"/> Permanent	<input type="checkbox"/> Expiration Date if Temporary Change:

		Temporary			
Line No:		Drwg. No:		Equipment No.	
Description of Change (Scope):					
Technical Basis for Change (Justification):					
<b>Nature of the Change:</b>					
<b>Change affects:</b>	<input type="checkbox"/> Safety	<input type="checkbox"/> Operations	<input type="checkbox"/> Environmental	<input type="checkbox"/> Maintenance	<input type="checkbox"/> Other
<b>Type of Change:</b>					
<input type="checkbox"/> Equipment	<input type="checkbox"/> Process	<input type="checkbox"/> Instrumentation	<input type="checkbox"/> Piping	<input type="checkbox"/> Other	
<input type="checkbox"/> Material	<input type="checkbox"/> Procedure	<input type="checkbox"/> Chemical	<input type="checkbox"/> Controls/Setpoint		
Conceptual Approval	Supervisor: Manager:		Date: Date:		
<b>Pre-Modification Checklist (tasks):</b>	<b>Required?</b>	<b>Assigned Responsibility</b>	<b>Due Date</b>	<b>Date Completed</b>	
Elect. Area Classification	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Drwg. Review	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Electrical/Controls Design Review	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Environmental Review	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Mechanical Design Review	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
P&ID Changes (Conceptual)	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
PFD Changes (Conceptual)	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Pipeline Integrity Review	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Facility Integrity Review	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Process Design Review	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Process Hazard Analysis - <b>Required</b>	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
PSM Considerations	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
RMP Considerations	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Job Plan	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Operating Procedures	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
Maintenance Procedures	<input type="checkbox"/> Yes <input type="checkbox"/> NA				
<b>Pre-modification Approvals</b>					

(Ready for construction)	Name Approved	Approval Date	Signature Approval
Originator			
Field Engineer (Required Approval)			
Pipeline Supervisor (Required Approval)			
Safety/PSM Coordinator (Required Approval)			
Manager (Required Approval)			

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FIGURE 1.4-1 - MANAGEMENT OF CHANGE REQUEST FORM, CONTINUED

Pre-Startup Checklist	Required?	Assigned Responsibility	Due Date	Date Completed
Affected personnel informed	<input type="checkbox"/> Yes			
Contractor Requirements changed	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Emergency Procedure changes	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Maintenance Procedure completed	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Operating Procedures completed	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Operations Control Procedures completed	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Personnel Trained on Procedure (documented)	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Chemical Inventory List update	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Environmental Permit Confirmation - filed	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Cathodic Protection completed	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Cause & Effect Matrix updated (P&ID)	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Electrical/Instrument Drawing updated	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Equipment File update completed	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Valve and Equipment Tagging	<input type="checkbox"/> Yes <input type="checkbox"/> NA			
Surge Analysis revision	<input type="checkbox"/> Yes <input type="checkbox"/> NA			

MOP/MAOP changes	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
Maintenance Report completed	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
Process Description (Job Books onsite)	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
P&ID Changes (Redline)	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
PFD Changes (Redline)	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
Map (Redline)	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
Visitor Orientation update	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
Workplace Hazard Assessment revision	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
PHA Recommendations completed	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
PSSR (Pre-Startup Safety Review)	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
Is there an exceptions list for this PSSR?					
Other	<input type="checkbox"/> Yes	<input type="checkbox"/> NA			
<b>Pre-Startup Approvals (Ready for startup)</b>			<b>Name Approved</b>	<b>Approval Date</b>	<b>Signature Approved</b>
Originator					
Pipeline Operations Supervisor (required)					
Engineering					
Maintenance Coordinator					
Manager					
Safety / PSM Coordinator (required)					

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

### 1.5 AGENCY SUBMITTAL/APPROVAL LETTERS

[Click to view/print PHMSA NIIMS and NCP Letter](#)

### 1.5 AGENCY SUBMITTAL/APPROVAL LETTERS, CONTINUED

[Click to view/print PHMSA Line Segment Addition 12/17/2009](#)

## 1.5 AGENCY SUBMITTAL/APPROVAL LETTERS, CONTINUED

[Click to view/print TGLO SMPP 11/16/2011](#)

SECTION 2  
INITIAL RESPONSE ACTIONS

Last Revised: April 2008

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Figure 2-1 - Initial Response Action Guidelines

**2.1 Spill Detection and Mitigation Procedures**

Figure 2.1-1 - Spill Mitigation Procedures

**2.2 Spill Surveillance Guidelines**

Figure 2.2-1 - Oil Spill Surveillance Checklist

**2.3 Spill Volume Estimating**

Figure 2.3-1 - Spill Estimation Factors

2.3.1 Estimating Spill Trajectories

**2.4 Initial Containment Actions**

2.4.1 Safety Considerations

**2.5 Fire / Explosion**

**2.6 Medical**

**2.7 Tornado**

**2.8 Hurricane**

**2.9 Flood**

**2.10 Bomb Threat**

**2.11 Evacuation**

FIGURE 2-1 - INITIAL RESPONSE ACTION GUIDELINES

<b>RESPONSE ACTION</b>
<b>First Person to Discover Spill</b>
Immediately notify Pipeline Control who will contact the appropriate Local Emergency Responder. Take appropriate action to protect life and ensure safety of personnel.
Secure the scene. Isolate the area and assure the safety of people and the environment. Keep people away from the scene and outside the safety perimeter.
If safe to do so, attempt to contain leading edge of land base spills with earth moving equipment (shovels etc).
If safe to do so, erect berm large enough to maintain containment until the arrival of designated spill contractors.
<b>Pipeline Control</b>
(b) (3), (b) (7)(F)
Contact Technician on call.
Notify Local Emergency Responders.
<b>Qualified Individual</b>
Assume role of Incident Commander until relieved.
Conduct preliminary assessment of health and safety hazards.
Evacuate non-essential personnel, notify emergency response agencies to provide security, and evacuate surrounding area (if necessary).
Call out spill response contractors ( <b>FIGURE 3.1-4</b> ).
If safe to do so, direct responders to shut down potential ignition sources in the vicinity of the spill, including motors, electrical pumps, electrical power, etc.
If safe to do so, direct responders to shut down and control the source of the spill. Be aware of potential hazards associated with product and ensure that lower explosive limits (LELs) are within safe levels before sending personnel into the spill area.
If safe to do so, direct responders to stabilize and contain the situation. This may include berming or deployment of containment and/or sorbent boom.
For low flash oil (<100°F); consider applying foam over the oil, using water spray to reduce vapors, grounding all equipment handling the oil, and using non-sparking tools.
If there is a potential to impact shorelines, consider lining shoreline with sorbent or diversion boom to reduce impact.
Obtain the information necessary to complete the Preliminary Incident Report Form ( <b>FIGURE 3.1-2</b> ) and phone this information to the 3E Company.
<b>3E Company</b>
Notify appropriate regulatory agencies ( <b>FIGURE 3.1-4</b> ).
<ul style="list-style-type: none"> <li>• National Response Center (NRC)</li> <li>• State Emergency Response Commission (SERC)</li> <li>• Local Emergency Planning Committee (LEPC) (if applicable)</li> </ul>
<b>Incident Commander/Qualified Individual</b>
Activate all or a portion of Spill Management Team (SMT) (as necessary).

Ensure the SMT has mobilized spill response contractors (if necessary). It is much better to demobilize equipment and personnel, if not needed, than to delay contacting them if they are needed.

Document all response actions taken, including notifications, agency/media meetings, equipment and personnel mobilization and deployment, and area impacted.

Initiate spill tracking and surveillance operations. Determine extent of pollution via surveillance aircraft or vehicle. Estimate volume of spill utilizing information in **SECTION 2.2** and **SECTION 2.3**. Send photographer/videographer if safe.

### **SECONDARY RESPONSE ACTIONS**

(Refer to SMT job descriptions in **SECTION 4.6** for detailed checklists of responsibilities.)

### **FACILITY SPECIFIC RESPONSE CONSIDERATIONS**

(Refer to **SECTION 6** for maps and sensitivity locations.)

## 2.1 SPILL DETECTION AND MITIGATION PROCEDURES

See **APPENDIX C.1** for spill detection protocols.

Each spill mitigation situation is unique and must be treated according to the circumstance present. In every situation, however, personnel safety must be assessed as the first priority. The potential for ignition and/or toxic exposure must be promptly evaluated. Spill mitigation procedures are listed in **FIGURE 2.1-1**. Worst case discharge volume calculations and discussion are provided in **APPENDIX C**.

FIGURE 2.1-1 - SPILL MITIGATION PROCEDURES

<b>TYPE</b>	<b>MITIGATION PROCEDURE</b>
Failure of Transfer Equipment	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Terminate transfer operations and close block valves.</li> <li>3. Drain product into containment areas if possible.</li> <li>4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.</li> </ol>
Tank/Cavern Overfill/Failure	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Shut down or divert source of incoming flow to tank.</li> <li>3. Transfer fluid to another tank with adequate storage capacity (if possible).</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. Ensure that dike discharge valves are closed.</li> <li>6. Monitor diked containment area for leaks and potential capacity limitations.</li> <li>7. Begin transferring spilled product to another tank as soon as possible.</li> </ol>
Piping Rupture/Leak (under pressure and	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> </ol>

no pressure)	<ol style="list-style-type: none"> <li>2. Shut down pumps. Close the closest block valves on each side of the rupture.</li> <li>3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards.</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. If piping is leaking and under pressure, then relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.</li> </ol>
Fire/Explosion	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury.</li> <li>2. Notify local fire and police departments.</li> <li>3. Attempt to extinguish fire if it is in incipient (early) stage.</li> <li>4. Shut down transfer or pumping operation. Attempt to divert or stop flow of product to the hazardous area (if it can be done safely).</li> <li>5. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.</li> <li>6. Control fire before taking steps to contain spill.</li> </ol>
Manifold Failure	<ol style="list-style-type: none"> <li>1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk.</li> <li>2. Terminate transfer operations immediately.</li> <li>3. Isolate the damaged area by closing block valves on both sides of the leak/rupture.</li> <li>4. Shut down source of vapor cloud ignition by shutting down all engines and motors.</li> <li>5. Drain fluids back into containment areas (if possible).</li> </ol>

## 2.2 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 down gradient to determine the spills 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.
- 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 is best accomplished through the use of helicopters or small planes; helicopters are preferred 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.
- All observations should be documented in writing and with photographs and/or videotapes.
- 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.
- Record aerial observations on detailed maps, such as topographic maps.
- In the event of reduced visibility, such as dense fog or cloud cover, boats may have to be used to patrol the area and document the location and movements of the spill; however, this method may not be safe if the spill involves a highly flammable product.
- Surveillance is also required during spill response operations to gauge the effectiveness of response operations; to assist in locating skimmers; and assess the spill's size, movement, and impact.
- An Oil Spill Surveillance Checklist is provided in **FIGURE 2.2-1**.

### FIGURE 2.2-1 - OIL 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 is an aid for organizing your observations. File used forms with local area office to retain for five years.

<b>General Information</b>	
Date:	Tidal or river stage (flood, ebb, slack, low water):
Time:	On-scene weather (wind, sea state, visibility):
Incident name:	Platform (helicopter, fixed-wing aircraft, boat):
Observer's name:	Flight path/trackline:
Observer's affiliation:	Altitude where observation taken:
Location of source (if known):	Areas not observed (i.e. foggy locations, restricted air spaces, shallow water areas):
<b>Oil Observations</b>	
Slick location(s):	Color and appearance (i.e. rainbow, dull or silver sheen, black or brown in color or mousse):
Slick dimensions:	Percent coverage:
Orientation of slick(s):	Is oil recoverable (Y/N)?:

Distribution of oil (i.e., windrows, streamers, pancakes or patches):	
<b>Considerations</b>	
<ul style="list-style-type: none"> <li>• During surveillance flights, travel beyond known impacted areas to check for additional oil spill sites.</li> <li>• Include the name and phone number of the person making the observations.</li> <li>• Clearly describe the locations where oil is observed and the areas where no oil has been seen.</li> </ul>	
<b>Other Observations</b>	
<b>Response Operations</b>	
Equipment deployment (general locations where equipment is working and whether they are working in the heaviest concentration of oil):	
Boom deployment (general locations of boom, whether the boom contains oil, and whether the oil entrains under the boom):	
<b>Environmental Observations</b>	
Locations of convergence lines, terrain, and sediment plumes:	
Locations of debris and other features that could be mistaken for oil:	
Wildlife present in area (locations and approximate numbers):	



## 2.3 SPILL VOLUME ESTIMATING

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

- Report to agencies,
- Determine liquid recovery requirements,
- Determine personnel and equipment requirements, and
- Estimate disposal and interim storage requirements.

Some rapid methods to estimate spill size are:

- Transfer operations: Multiply the pumping rate by the elapsed time that the leak was in

progress, plus the drainage volume of the line between the two closest valves or isolation points (volume loss = pump rate [bbls/min] x elapsed time [min] + line contents [bbl])

- Tank overfills: Elapsed time multiplied by the pumping rate
- Visual assessment of the surface area and thickness (**FIGURE 2.3-1**); the 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 2.3-1 - SPILL ESTIMATION FACTORS

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm		
Barely Visible	0.0000015	0.00004	25 gals/mile <sup>2</sup>	44 liters/km <sup>2</sup>
Silvery	0.000003	0.00008	50 gals/mile <sup>2</sup>	88 liters/km <sup>2</sup>
Slightly colored	0.000006	0.00015	100 gals/mile <sup>2</sup>	179 liters/km <sup>2</sup>
Brightly colored	0.000012	0.0003	200 gals/mile <sup>2</sup>	351 liters/km <sup>2</sup>
Dull	0.00004	0.001	666 gals/mile <sup>2</sup>	1,167 liters/km <sup>2</sup>
Dark	0.00008	0.002	1,332 gals/mile <sup>2</sup>	2,237 liters/km <sup>2</sup>
Thickness of light oils: 0.0010 inches to 0.00010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				

### 2.3.1 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 such as CAMEO. Hand calculations typically utilize the following assumptions:

- Oil moves at approximately the same direction and 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 effects 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

## 2.4 INITIAL CONTAINMENT 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, and
- Limit the environmental impact to the immediate spill area.

## 2.4 INTIAL CONTAINMENT ACTIONS, CONTINUED

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, and
- Oil's characteristics.

### 2.4.1 Safety Considerations

- Containment actions should not be conducted during inclement weather or unsafe conditions, such as high winds, fast currents, or unstable terrain.
- Eliminate all ignition sources.
- Avoid contact with the spilled product.
- Use respiratory protection (if applicable).
- Ensure that the area remains secure to air traffic.

**2.5 FIRE / EXPLOSION**

<b>RESPONSE ACTION</b>
Handle the call.
Notify the local police and fire departments.
Notify the Qualified Individual and Pipeline Control .
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in.
Undertake basic site control: <ul style="list-style-type: none"> <li>• Make an assessment of hazards.</li> <li>• Isolate the area.</li> <li>• Keep people away from the scene and outside the safety perimeter.</li> <li>• Establish safety zones and escape routes.</li> </ul>
If roads or railroads are in the affected area, assist the sheriff or local emergency officials with halting traffic.
Update the Qualified Individual and Pipeline Control.
If the fire/explosion is a result of a pipe rupture, isolate the product release by closing valves.
Respond to the fire: <ul style="list-style-type: none"> <li>• Establish a Command Post and lines of communication.</li> <li>• Maintain site control.</li> <li>• Establish Incident Command/Unified Command as necessary, refer to <b>SECTION 4.4</b>.</li> </ul>
Call in additional resources if on scene personnel and equipment are inadequate to handle the emergency.
Conduct a post-emergency evaluation and report.

**2.6 MEDICAL**

<b>RESPONSE ACTION</b>
Summon Emergency Medical Services (EMS) to the scene.
Do not move the patient unless a situation (such as a fire) threatens their life.
If trained, provide first aid until the EMS arrives at the scene.
As the situation warrants, try to stop the bleeding and keep the patient breathing until the EMS arrives at the scene.
The rescuer's role includes: <ul style="list-style-type: none"> <li>• Removing the patient from any situation threatening their life or the lives of rescuers.</li> <li>• Correcting life-threatening problems and immobilizing injured parts before transporting</li> </ul>

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.

## 2.7 TORNADO

### RESPONSE ACTION

Monitor news media reports:

- Tornado watch means conditions are favorable for tornadoes.
- Tornado warning means a tornado has been sighted.

When a tornado warning is issued, sound the local alarm.

Take shelter:

- Go to an interior room on the lowest floor.
- Get under a sturdy piece of furniture.
- Use your arms to protect head and neck.

Have location personnel report to the designated area.

Account for all personnel on duty.

Look for funnel formations on the ground or in the clouds; listen for a roar that sounds like a jet aircraft or rail traffic.

If the facility is damaged by the tornado, notify the District Office and Pipeline Control.

Go to the scene of the incident to evaluate the situation:

- Be aware of broken glass and downed power lines.
- Check for injuries.
- Use caution entering a damaged building.

Update the Qualified Individual/Supervisor and Pipeline Control.

Conduct post-emergency evaluation and report.

## 2.8 HURRICANE

**Prior to Hurricane Season**

Conduct hurricane awareness training, which includes evacuation routes and asset hurricane procedures.

Coordinate activities with local and state agencies involved in hurricane preparation (Emergency Access Cards, etc.).

Communicate recommended Community Evacuation routes.

Determine disposition of company vehicles during evacuation.

Each location should maintain current photographs of facilities.

**September 1 - Beginning of Hurricane Season**

Verify the availability of and procure emergency supplies, as necessary:

- Portable Radios
- Plywood, lumber, plastic sheeting or covering
- Drinking water
- First Aid Kits
- Flashlight & batteries
- Tools
- Emergency non-perishable food item

Ensure emergency generators and portable equipment is in good working order and sufficient fuel is available.

**Hurricane entering Gulf of Mexico or Approaching East Coast**

Implement hurricane procedures.

Identify employees who may volunteer to implement hurricane procedures.

**72 hours prior to hurricane's eye reaching landfall**

Cancel all training and meetings requiring travel to affected areas.

Designate location for temporary Communication Center.

Verify contractor contacts and availability.

All employees shall provide to their supervisor an evacuation location and contact number.

Each location shall identify a radio frequency which broadcasts emergency weather information.

Report facility status to Corporate Management.

## 2.8 HURRICANE, CONTIUNUED

**48 hours prior to hurricane's eye reaching landfall**

Implement flex-shift to allow employees to secure personal property.

Ensure all storage tanks are stabilized.

Ensure all below ground sumps have been pumped dry.

Secure all critical documents including electronic data.

Elevate electrical equipment, sensitive office equipment and documents in the event of high water.

Report facility status to Corporate Management.

**36 hours prior to hurricane's eye reaching landfall**

Communicate with suppliers and affected customers.

Report facility status to Corporate Management.

**24 hours prior to hurricane's eye reaching landfall**

Begin shutdown operations.

Release non-essential personnel.

Report facility status to Corporate Management.

**12 hours prior to hurricane's eye reaching landfall**

Man Communications Center continuously.

Report facility status to Corporate Management.

**Post Storm Recovery Procedure**

Initiate facility damage assessment.

Report facility status to Corporate Management.

Once access has been granted, the following processes should be surveyed for operational reliability prior to startup:

- Electrical panels and motors
- Instrument air system
- Emergency Shutdown System
- Tank and Vessel foundation and support (possible washouts)
- Check for dangerous wildlife and reptiles

## 2.9 FLOOD

**RESPONSE ACTION**

Perform continuous monitoring of the situation by listening to radio and/or television reports:

- Flash flood watch means flooding is possible.
- Flash flood warning means flooding is occurring or is imminent.

Update the Qualified Individual/Supervisor and Pipeline Control when flooding is imminent.

Establish an evacuation plan (**SECTION 2.11**).

Take preliminary actions to secure the facility before flooding and mandatory evacuation.

Consider having sandbags brought to sites that could be affected by the flooding.

Consider obtaining portable pumps and hoses from local suppliers or from other petroleum service locations in the area.

Remove product from underground storage tanks (i.e., sumps and separators, if applicable) and replace with water to prevent them from floating out of the ground.

Keep at least a normal bottom in all above ground tankage, more, if possible.

Plug all rack drains and facility drains connected to the sump.

Anchor all bulk additive tanks, fuel barrels, empty drums, and propane tanks (if applicable).

Notify the Qualified Individual/Supervisor and Pipeline Control that the facility will be

closed.

Back up computer files.

Remove assets such as files, computers, and spare parts.

Shut off high voltage power and natural gas lines.

Close all valves on product and additive storage tanks.

Before evacuation, know where all the employees will be residing and obtain phone numbers so they can be contacted if additional emergencies occur.

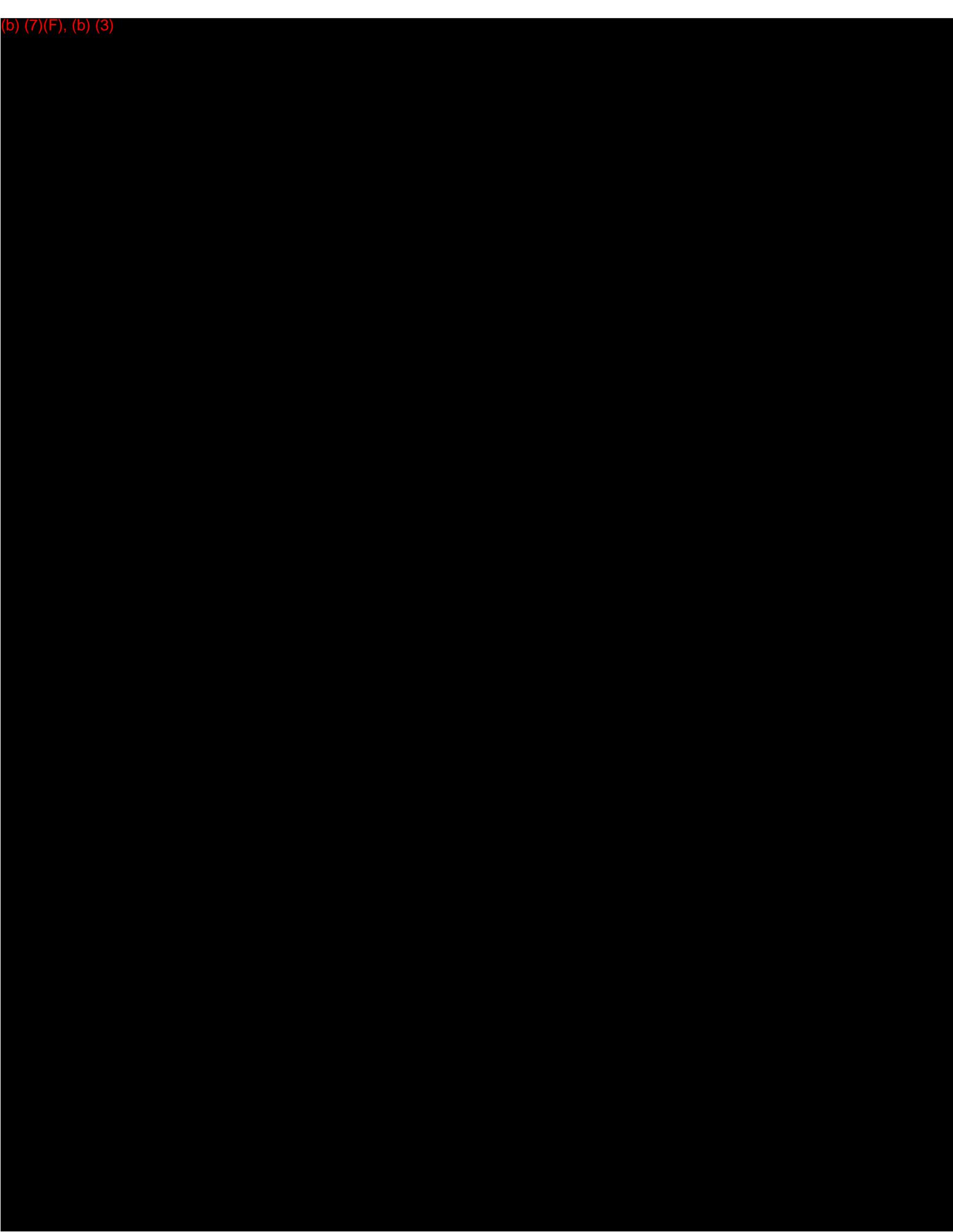
Conduct a post-emergency evacuation and report.

Maintain hazards awareness:

- 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

## 2.10 BOMB THREAT

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



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

SECTION 3  
NOTIFICATIONS/TELEPHONE NUMBERS

Last Revised: July 2014

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3.1 Emergency Information and Notification Procedures

**Figure 3.1-1 - Emergency Notification Flow Chart**

**Figure 3.1-2 - Preliminary Incident Report Form**

**Figure 3.1-3 - DOT/PHMSA Accident Report Form**

**Figure 3.1-4 - Notifications and Telephone Numbers**

### 3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

The notification sequence for a spill is as follows:

- Pipeline personnel will identify and control the source of a spill, if safe to do so, then immediately notify Pipeline Control then notify the Qualified Individual.
- Once the Qualified Individual arrives on scene they may assume the role as Incident Commander. The Incident Commander will conduct notifications as illustrated in the Notification Flow Chart **FIGURE 3.1-1**.

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

This section also contains the following:

- **FIGURE 3.1-2** provides a External/Spill Report Form. This form is utilized for initial and follow-up notifications. Follow-up notifications are the responsibility of the Liaison Officer.
- **FIGURE 3.1-3** is the required DOT/PHMSA Accident Report Form to be submitted to the agency within 30 days.
- **FIGURE 3.1-4** provides a notification summary and documentation form to assist in documenting notifications.

#### FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART

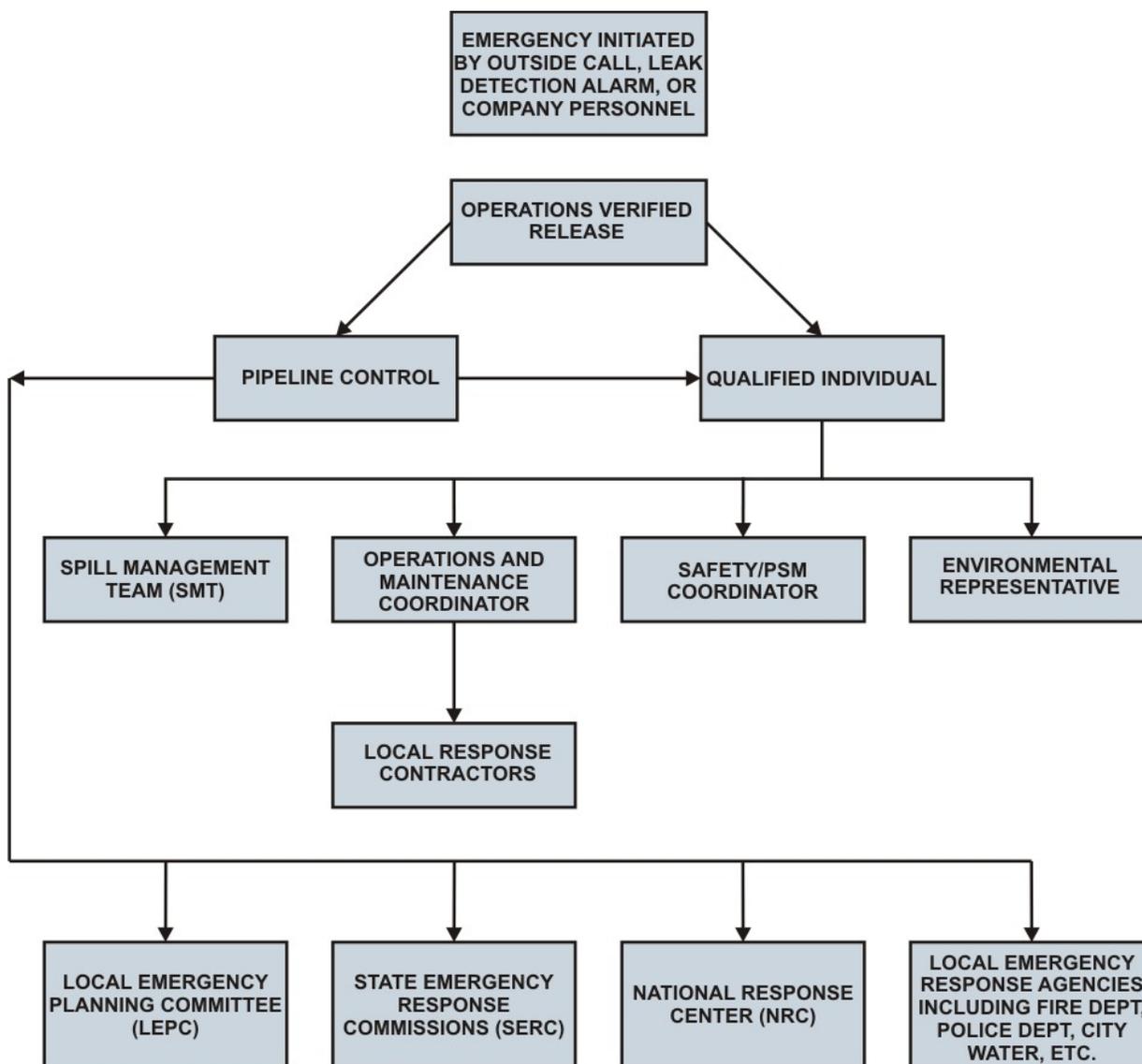


FIGURE 3.1-2 - PRELIMINARY INCIDENT REPORT FORM

The Enterprise Products Operating LLC Preliminary Incident Report may be found by accessing the ECIRTS system via the company's internal website.

FIGURE 3.1-3 - DOT/PHMSA ACCIDENT REPORT FORM

[Click to view/print DOT/PHMSA Accident Report Form](#)

FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS

**\*Represents after-hours telephone numbers**

AFFILIATION	CONTACT NUMBERS	TIME
Company Personnel		
Default		
Porter, Benny Manager Operations <b>Qualified Individual</b>	(281) 470-4986 (Office) (b) (6) (Mobile) (b) (6) (Home)	
Futrefas, Zac Manager, Storage <b>Qualified Individual</b>	(832) 501-4084 (Office) (b) (6) (Mobile)	
Alley, Steven Senior Manager Safety	(713)381-5771 (Office) (b) (6) (Mobile)	
Jones, Tim Director, Storage, Terminals & Pipelines <b>Qualified Individual</b>	(832) 501-4122 (Office) (b) (6) (Mobile) (b) (6) (Home)	
Farmer, James Safety/PSM Coordinator <b>Qualified Individual</b>	(281) 470-4962 (Office) (b) (6) (Mobile) (b) (6) (Home)	
Hudman, Mike Supervisor, Pipeline <b>Qualified Individual</b>	(281) 470-4950 (Office) (b) (6) (Mobile) (b) (6) (Home)	
Slagle, Norman Supervisor, Terminal <b>Qualified Individual</b>	(713) 383-3104 (Office) (b) (6) (Mobile) (b) (6) (Home)	
Smith, Randy Maintenance Director	(281) 501-4231 (Office) (b) (6) (Mobile) (b) (6) (Home)	
Sossaman, Brian Manager, Regional Safety <b>Qualified Individual</b>	(832) 501-4233 (Office) (b) (6) (Mobile) (b) (6) (Home)	

**FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS , CONTINUED****\*Represents after-hours telephone numbers**

AFFILIATION	CONTACT NUMBERS	TIME
Company Personnel		
Default		
Toth, Scott Risk Management	(713) 880-6673 (Office) (b) (6) (Mobile) (b) (6) (Home)	
Rainey, Rick Public Relations Director	(713) 381-3635 (Office) (b) (6) (Mobile)	

## FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

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
<b>Initial</b>		
National Response Center (NRC)	(800) 424-8802* (202) 267-2675	
<b>Recommended</b>		
<b>Federal Agencies</b>		
Environmental Protection Agency, Region VI	(800) 887- 6036	
U.S. Fish and Wildlife Service	(505) 248-6911	
USCG MSO - Houston	(713) 671-5100*	
<b>State Agencies - Texas</b>		
Railroad Commission of Texas	(512) 463-6788*	
State Emergency Response Commission (SERC)	(800) 832-8224	
Texas Commission on Environmental Quality	(800) 832-8224	
Texas Division of Emergency Management (TDEM)	(512) 424-2000*	
Texas General Land Office (TGLO)	(512) 463-5256	
Texas State Fire Marshal	(512) 305-7900 (800) 578-4677	
<b>County Agencies - Texas</b>		
<b>Brazoria County</b>		
Brazoria Co. LEPC	(979) 864-1201	
Brazoria Co. Sheriff Department	(979) 849-2441*	
<b>Chambers County</b>		
Chambers Co. LEPC	(409) 267-8343	
Chambers Co. Sheriff Department	(409) 267-2500	

## FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

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
<b>Recommended , Continued</b>		
<b>County Agencies - Texas</b>		
Galveston County		
Galveston Co. LEPC	(281) 309-5026	
Galveston Co. Sheriff Department	(409) 766-2300*	
Harris County		
Baytown City LEPC	(281) 420-6556	
Deer Park City LEPC	(281) 478-7248	
Harris Co. LEPC	(281) 457-2768	
Harris Co. Sheriff Department	(713) 221-6000 (713) 755-6044*	
Houston City LEPC	(713) 589-1036	
Houston Fire Department	(832) 394-6700	
Jacinto City LEPC	(281)-635-0677	
LaPorte City LEPC	(281) 471-0030	
North Channel (Channelview) City LEPC	(281) 635-0677	
Pasadena (Southeast Regional) City LEPC	(713) 475-7088	
Jefferson County		
Jefferson Co. LEPC	(409) 835-8757	
Jefferson Co. Sheriff Department	(409) 983-8325	

## FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator)

## Navigator)

## \*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
<b>Recommended , Continued</b>		
<b>County Agencies - Texas</b>		
Liberty County		
Liberty Co. LEPC	(936) 334-3129	
Liberty Co. Sheriff Department	(936) 336-4500*	
Liberty Fire & Rescue	(936) 336-3922	
Orange County		
Orange Co. Fire & Rescue	(409) 769-4561*	
Orange Co. LEPC	(409) 882-7895	
Orange Co. Sheriff Department	(409) 883-2612*	

Texas Zone

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## FIGURE 3.1-4 - NOTIFICATIONS AND TELEPHONE NUMBERS, CONTINUED

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
<b>Recommended, Continued</b>		
<b>USCG Classified OSRO's</b>		
Anderson Pollution Control, Inc. Conroe, Texas	(866) 609-6208 (936) 441-2225	
Garner Environmental Services Houston, Texas	(800) 424-1716*	
Miller Environmental Services, Inc. Corpus Christi, Texas	(361) 289-9800	
T&T Marine Salvage Galveston, Texas	(409) 744-1222	
U.S. Environmental Services (Tanko Services of Texas Corp.) Houston, Texas	(281)-606-4960	

## SECTION 4

Last Revised: April 2008

**RESPONSE TEAM ORGANIZATION**

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4.1 Spill Management Team (SMT) Description4.2 Activation Procedures4.3 Team Member Response Times4.4 Unified Command System4.5 Qualified Individual (QI)Figure 4.1 - Spill Management Team (SMT) Activation ProcedureFigure 4.2 - Spill Management Team (SMT) Organizational Chart4.6 Spill Management Team (SMT) Job Description Checklists

#### 4.1 SPILL MANAGEMENT TEAM (SMT) DESCRIPTION

The Company has developed its oil spill response organization around the Incident Command System (ICS), which provides the structure for effective management of spill resources. The ICS would be activated and mobilized in accordance with the size and complexity of the Incident. Members of the SMT are listed in **FIGURE 3.1-4**. Job descriptions for each SMT member are provided in **SECTION 4.6**. The SMT will train by participating in exercises as noted in **APPENDIX A**.

#### 4.2 ACTIVATION PROCEDURES

Activation of the SMT may be accomplished in stages as illustrated in **FIGURE 4.1** and described below:

- First Responder discovers the spill and notifies Pipeline Control.
- Pipeline Control notifies the Qualified Individual.
- Qualified Individual determines whether to activate SMT.
- QI goes to Command Post and assumes IC.
- IC notifies the SMT Section Chiefs and Command Staff.
- Section Chiefs and Command Staff notify necessary personnel.
- IC briefs SMT upon arrival at Command Post.
- IC and Section Chiefs continually assess staffing needs.
- IC activates additional SMT personnel, if needed.
- IC de-activates SMT personnel that are not needed.

#### 4.3 TEAM MEMBER RESPONSE TIMES

The Incident Commander and SMT will mobilize to the Command Post initially. The SMT's maximum expected arrival time during off hours is 1-3 hours.

#### 4.4 UNIFIED COMMAND SYSTEM

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

- Federal On-Scene Coordinator
- State On-Scene Coordinator
- Company Incident Commander

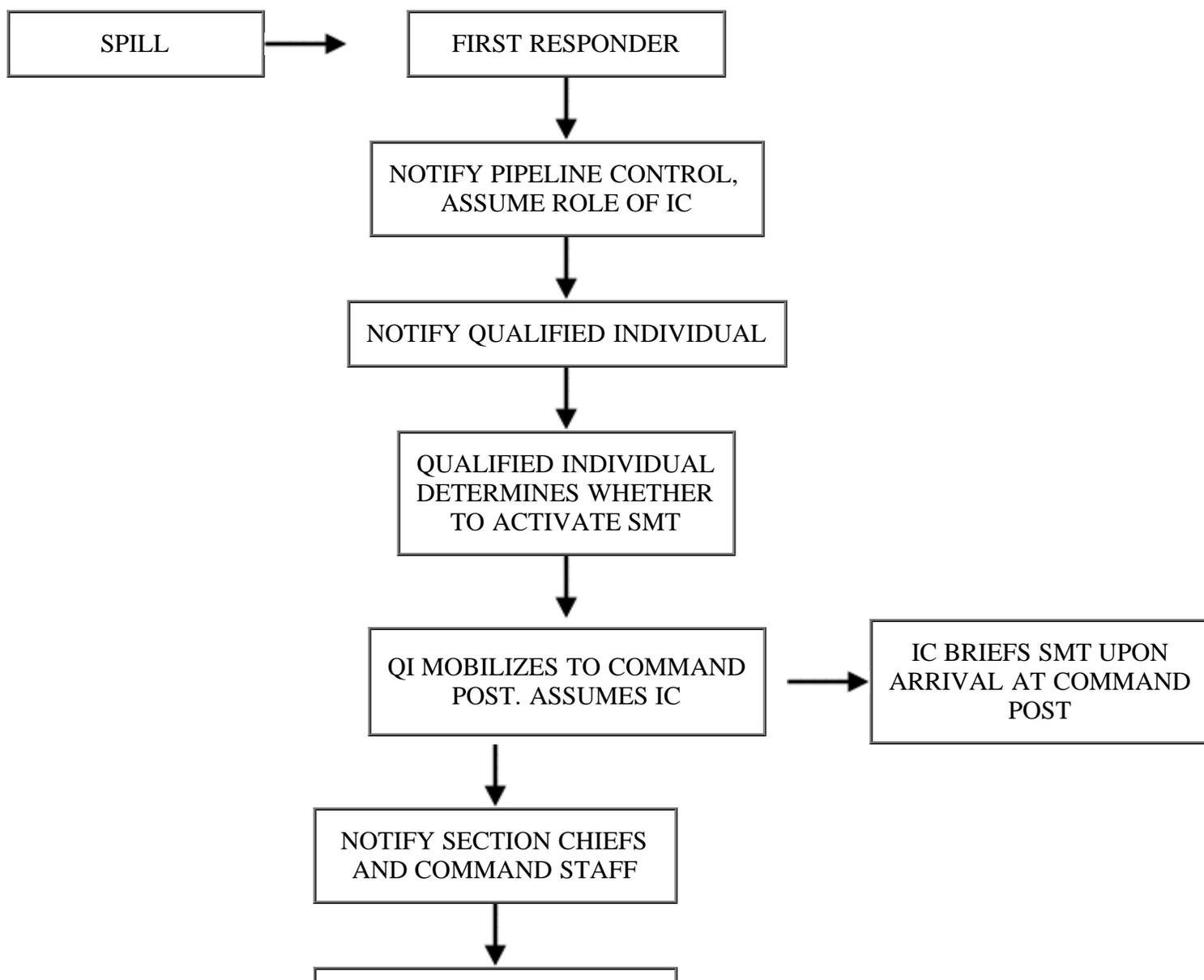
These three persons share decision-making authority within the Incident Command System and are each responsible for coordinating other Federal, State and Company personnel to form an effective and integrated Unified Command System (UCS).

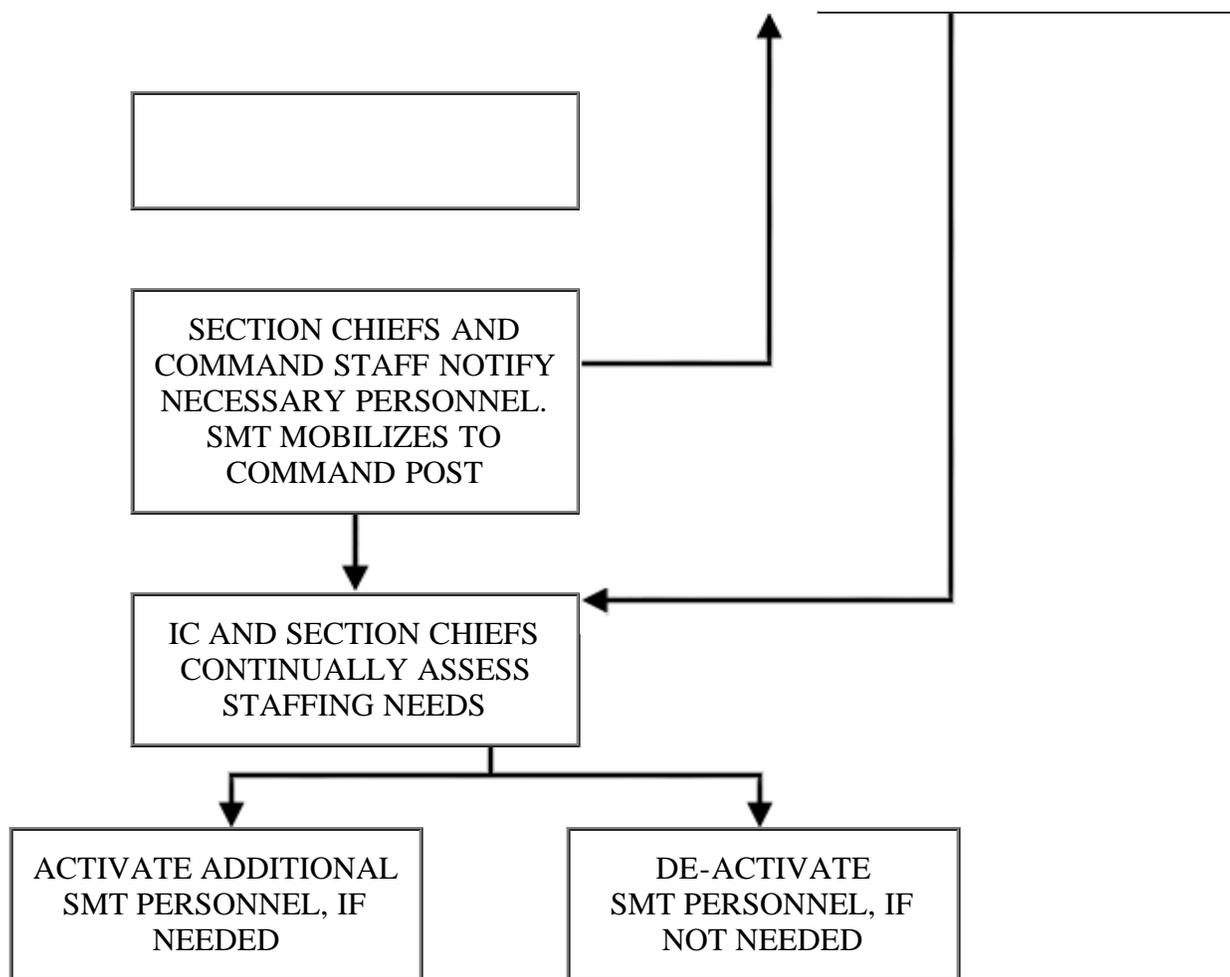
#### 4.5 QUALIFIED INDIVIDUAL (QI)

The QI has the following responsibilities and authorities as required by the Oil Pollution Act of 1990 (40 CFR Parts 9 and 112):

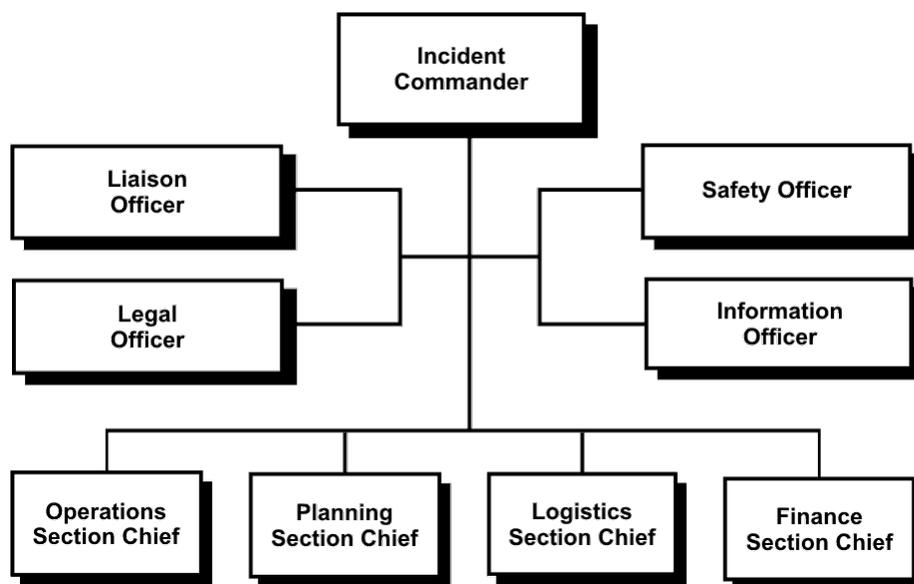
- Activate internal alarms and hazard communication systems to notify all appropriate personnel
- Notify all response personnel as needed
- Identify character, exact source, amount and extent of the release and other necessary items needed for notifications
- Notify and provide information to appropriate Federal, State and Local authorities
- Assess the interaction of the spilled substance with water and/or other substances stored at the Facility and notify on-scene response personnel of assessment
- Assess possible hazards to human health and the environment
- Coordinate rescue and response actions
- Assess and implement prompt removal actions
- Authority to obligate funds required to carry out all required and directed oil spill response activities
- Direct cleanup activities until properly relieved of responsibility or incident is terminated

**FIGURE 4.1 - SPILL MANAGEMENT TEAM (SMT) ACTIVATION PROCEDURE**





**FIGURE 4.2 - SPILL MANAGEMENT TEAM (SMT) ORGANIZATIONAL CHART**



Note: Refer to **FIGURE 3.1-4** for SMT Team Members.

#### 4.6 SPILL MANAGEMENT TEAM (SMT) JOB DESCRIPTION CHECKLISTS

The following job description checklists are intended to be used as a tool to assist SMT members in their particular positions within the Incident Command System (ICS). The position descriptions and checklists were derived from the Field Operations Guide (FOG).

- Incident Commander
- Information Officer
- Safety Officer
- Liaison Officer
- Legal Officer
- Operations Section Chief
- Planning Section Chief
- Logistics Section Chief
- Finance Section Chief

Incident Commanders for oil discharges will be organized within the Unified Command structure which includes, but is not limited to:

- The predesignated Federal On Scene Coordinator (FOSC) acting under the authority of the National Contingency Plan (NCP)
- The predesignated State On Scene Coordinator (SOSC) representing state and local response agencies
- The representation of the Responsible Party (RP)

The Unified Command is responsible for the overall management of the incident. The Unified Command directs incident activities including the development and implementation of strategic decisions and approves the ordering and releasing of resources. The Unified Command may activate Deputy Incident Commanders to assist in carrying out Incident Command responsibilities.

The primary goal of this system is to establish and maintain control of the emergency response. If the emergency involves a multi-jurisdictional response (Federal and State), the Unified Command Structure (UCS) should be established. **Realize that the Federal On-Scene Coordinator (FOSC) does have the authority to override the Incident Commander and assume control of the response.** Every effort should be made to establish a collaborative relationship to manage the incident site with the appropriate responding agencies.

As soon as possible but not later than one (1) week following an incident, the Incident Commander shall conduct a critique of the response and follow-up of action items. Participants shall include Operations Control personnel, Company supervisors, and employees and outside agencies involved in the response. An Incident Debriefing Form is provided in **SECTION 8.3**.

INCIDENT COMMANDER	INITIALS	DATE & TIME
Review Common Responsibilities.		
Assess the situation and/or obtain incident briefing from prior Incident Commander.		
Determine Incident Objectives and Strategies in accordance with		

Area Contingency Plan(s) (ACP).		
Establish the immediate priorities.		
Establish an Incident Command Post.		
Establish an appropriate organization.		
Brief Command Staff and Section Chiefs.		
Ensure Planning Meetings are scheduled as required.		
Approve and authorize the implementation of an Incident Action Plan.		
Determine information needs and advise Command and General Staff.		
Coordinate activity for all Command and General Staff.		
Manage incident operations.		
Approve requests for additional resources and requests for release of resources.		
Approve the use of trainees, volunteers and auxiliary personnel.		
Authorize release of information to news media.		
Ensure incident funding is available.		
Notify Natural Resource Damage Assessment (NRDA) and coordinate NRDA Team.		
Coordinate incident investigation responsibilities.		
Seek appropriate legal counsel.		
Order demobilization of the incident when appropriate.		
Complete Final Spill Cleanup Report.		

The Information Officer, a member of the Command Staff, 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 Information Officer will be assigned for each incident, including incidents operating within Unified Command or multi-jurisdictional incidents. The Information Officer may have assistants as necessary and the assistants may also represent assisting agencies or jurisdictions if warranted.

<b>INFORMATION OFFICER</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Determine from the Incident Commander if there are any limits on information release.		
Develop material for use in media briefings.		
Obtain Incident Commander approval for media releases.		

Inform media and conduct media briefings.		
Arrange for tours and other interviews or briefings that may be required.		
Obtain media information that may be useful to incident planning.		
Maintain current information summaries and/or displays of the incident and provide information on the status of the incident to incident personnel.		

The Safety Officer, a member of the Command Staff, is responsible for monitoring and assessing hazardous and unsafe situations and developing measures for assuring personnel safety. The Safety Officer will correct unsafe acts or conditions through the regular line of authority, although the Officer may exercise emergency authority to stop or prevent unsafe acts when immediate actions is required. The Safety Officer maintains awareness of active and developing situations, ensures the preparation and implementation of the Site Safety Plan and includes safety messages in each Incident Action Plan.

<b>SAFETY OFFICER</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Identify hazardous or unsafe situations associated with the incident by ensuring the performance of preliminary and continuous site characterization and analysis which shall include the identification of all actual or potential physical, biological and chemical hazards known or expected to be present on site.		
Participate in Planning Meetings to identify any health and safety concerns inherent in the operations daily workplan.		
Review the Incident Action Plan for safety implications.		
Exercise emergency authority to stop and prevent unsafe acts.		
Investigate accidents that have occurred within the incident areas.		
<p>Ensure the preparation and implementation of the Site Specific Health and Safety Plan (HASP) in accordance with the Area Contingency Plan (ACP) and State and Federal OSHA regulations. The HASP shall at minimum address, include or contain the following elements:</p> <ul style="list-style-type: none"> <li>• Health and Safety hazard analysis for each site task or operation</li> <li>• Comprehensive operations work plan</li> <li>• Personnel training requirements</li> <li>• PPE selection criteria</li> <li>• Site specific occupational medical monitoring requirements</li> <li>• Air monitoring plan: area/personal</li> <li>• Site control measures</li> <li>• Confined space entry procedures ?only if needed?</li> <li>• Pre-entry briefings (tailgate meetings) initial and as needed</li> <li>• Pre-operations health and safety conference for all incident participants</li> </ul>		

• Quality assurance of HASP effectiveness		
Assign assistants and manage the incident safety organization.		
Review and approve the Medical Plan.		

Incidents that are multi-jurisdiction, or have several agencies involved, may require the establishment of the Liaison Officer position on the Command Staff.

<b>LIAISON OFFICER</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Provide a point of contact for assisting and cooperating Agency Representatives.		
Identify Agency Representatives from each agency including communications link and location.		
Maintain a list of assisting and coordinating interagency contacts.		
Assist in establishing and coordinating interagency contacts.		
Keep agencies supporting incident aware of incident status.		
Monitor incident operations to identify current or potential inter-organizational issues and advise Incident Commander as appropriate.		
Participate in Planning Meetings, provide current resource status information, including limitations and capabilities of assisting agency resources.		

The Technical Specialists are advisors with special skills needed to support the incident. Technical Specialists may be assigned anywhere in the ICS Organization. If necessary, Technical Specialists may be formed into a separate Unit. The Planning Section will maintain a list of available Specialists and will assign them where needed. The following are example positions for Technical Specialists that might be utilized during an oil spill response:

- Legal Specialists
- Scientific Support Coordinator Specialists
- Sampling Specialist
- Disposal (Waste Management) Specialists
- Alternative Response Technologies (ART) Specialist

The Legal Specialists will act in an advisory capacity during an oil spill response.

<b>LEGAL OFFICER</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Participate in Planning Meetings if requested.		
Advise Unified Command on legal issues relating to in-situ burning,		

use of dispersants and other alternative response technology.		
Advise Unified Command on legal issues relating to Natural Resource Damage Assessment (NRDA).		
Advise Unified Command on legal issues relating to investigation.		
Advise Unified Command on legal issues relating to finance and claims.		
Advise Unified Command on response related issues.		

The Operations Section Chief, a member of the General Staff, is responsible for the management of all operations directly applicable to the primary mission. The Operations Section Chief activates and supervises elements in accordance with the Incident Action Plan and directs its execution; activates and executes the Site Safety Plan; directs the preparation of Unit operational plans, requests or releases resources, makes expedient changes to the Incident Action Plan as necessary and reports such to the Incident Commander.

<b>OPERATIONS SECTION CHIEF</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Develop operations portion of Incident Action Plan.		
Brief and assign operations personnel in accordance with Incident Action Plan.		
Supervise the execution of the Incident Action Plan for Operations.		
Request resources needed to implement the Operations tactics as part of the Incident Action Plan development (ICS 215).		
Ensure safe tactical operations.		
Make or approve expedient changes to the Incident Action Plan during operational period as necessary.		
Approve suggested list of resources to be released from assigned status (not released from the incident).		
Assemble and disassemble Strike Teams/Task Forces assigned to Operations Section.		
Report information about changes in the implementation of the IAP, special activities, events and occurrences to Incident Commander as well as to Planning Section Chief and Information Officer.		

The Planning Section Chief, a member of the General Staff, is responsible for the collection, evaluation, dissemination and use of information about the development of the incident and status of resources. Information is needed to:

- Understand the current situation
- Predict probable course of incident events
- Prepare alternative strategies for the incident

<b>PLANNING SECTION CHIEF</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Activate Planning Section Units.		
Assign available personnel already on site to ICS organizational positions as appropriate.		
Collect and process situation information about the incident.		
Supervise preparation of the Incident Action Plan.		
Provide input to the Incident Command and Operations Sections Chief in preparing the Incident Action Plan.		
Participate in planning and other meetings as required.		
Establish information requirements and reporting schedules for all ICS organizational elements for use in preparing the Incident Action Plan.		
Determine need for any specialized resources in support of the incident.		
Provide Resources Unit with the Planning Section's organizational structure including names and locations of assigned personnel.		
Assign Technical Specialists where needed.		
Assemble information on alternative strategies.		
Assemble and disassemble Strike Teams and Task Forces as necessary.		
Provide periodic predictions on incident potential.		
Compile and display Incident Status Summary information.		
Provide status reports to appropriate requesters.		
Advise General Staff of any significant changes in incident status.		
Incorporate the incident Traffic Plan (from Ground Support Unit), Vessel Routing Plan (from Vessel Support Unit) and other supporting plans into the Incident Action Plan.		
Instruct Planning Section Units in distribution and routing of incident information.		
Prepare recommendations for release of resources for submission to members of Incident Command.		
Maintain Section record.		

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

<b>LOGISTICS SECTION CHIEF</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		

Plan organization of Logistics Section.		
Assign work locations and preliminary work tasks to Section personnel.		
Notify Resources Unit of Logistics Section Units activated including names and locations of assigned personnel.		
Assemble and brief Branch Directors and Unit Leaders.		
Participate in preparation of Incident Action Plan.		
Identify service and support requirements for planned and expected operations.		
Provide input to and review Communications Plan, Medical Plan, Traffic Plan and Vessel Routing Plan.		
Coordinate and process requests for additional resources.		
Review Incident Action Plan and estimate Section needs for next operational period.		
Advise on current service and support elements of the Incident Action Plan.		
Prepare service and support elements of the Incident Action Plan.		
Estimate future service and support requirements.		
Receive Demobilization Plan from Planning Section.		
Recommend release of Unit resources in conformance with Demobilization Plan.		
Ensure general welfare and safety of Logistics Section personnel.		

The **Finance Section Chief**, a member of the General Staff, is responsible for all financial and cost analysis aspects of the incident and for supervising members of the Finance Section.

<b>FINANCE SECTION CHIEF</b>	<b>INITIALS</b>	<b>DATE &amp; TIME</b>
Review Common Responsibilities.		
Attend briefing with responsible agency to gather information.		
Attend Planning Meeting to gather information on overall strategy.		
Determine resource needs.		
Develop an operating plan for Finance function on incident.		
Prepare work objectives for subordinates, brief staff, making assignments and evaluate performance.		
Inform members of the Unified Command and General Staff when Section is fully operational.		
Meet with assisting and cooperating Agency Representatives as required.		
Provide input in all planning sessions on financial and cost analysis matters.		

Maintain daily contact with agency(s) administrative headquarters on finance matters.		
Ensure that all personnel time records transmitted to home agencies according to policy.		
Participate in all demobilizing planning.		
Ensure that all obligation documents initiated at the incident are properly prepared and completed.		
Brief agency administration personnel on all incident related business management issues needing attention and follow-up to leaving incident.		

## **SECTION 5**

### **INCIDENT PLANNING**

Last Revised: April 2008

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5.1 Documentation Procedures

5.2 ICS Forms

5.3 Site Safety and Health Plan

5.4 Decontamination Plan

5.5 Disposal Plan

5.6 Incident Security Plan

5.7 Demobilization Plan

## 5.1 DOCUMENTATION PROCEDURES

Documentation of a spill response provides a historical record, keeps management informed, serves as a legal instrument, and is a means to account for the clean-up costs.

Documentation should begin immediately upon spill notification and continue until termination of all operations. Documentation should include the following:

- Spill origin and characteristics
- Sampling surveys
- Photographic surveys
- Climatological data
- Labor and equipment accounting
- Copies of all logs, contracts, contacts, and plans prepared for incident

## 5.2 ICS FORMS

ICS compatible forms are also available on the EHS&T Portal. SF49-Emergency Response Site Safety and Action Plan is preferred and is NIMS/ICS 201/202/205/206/208/215/215A compatible.

The forms can be accessed at the following location:

EHS&T Portal Page/Emergency Response & Preparedness/Lists/Safety Forms.

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

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

- **OPERATIONAL PLANNING MEETING**

Creates the blue print for tactical deployment during the next operational period.

The following ICS forms can be used:

- **OPERATIONAL PLANNING WORKSHEET - ICS 215**

This form communicates to the Resources Unit the resources needed as a result of decisions made during the Tactics and Planning meetings.

- **RADIO REQUIREMENTS WORKSHEET - ICS 216**

Used to develop the total number of personal portable radios required for each Division/Group and Branch. It provides a listing of all units assigned to each

Division, and thus depicts the total incident radio needs.

- **RADIO FREQUENCY WORKSHEET - ICS 217**

Used by the Communications Unit Leader to assist in determining frequency allocations.

- **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 must be approved by the Incident Commander, FOSC, and SOSC.

The IAP consists of the following ICS forms:

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

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, and provides weather, tide and current information, and safety considerations for use during the next operational period.

## 5.2 ICS FORMS, CONTINUED

- **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 level of Division and Groups.

- **ASSIGNMENT LIST ATTACHMENT- ICS 204a**

This form is an optional attachment, which can be used in conjunction with the Assignment List, ICS form 204-OS. The ICS 204-OS is used to give assignments to Divisions and Groups; the ICS form 204-a-OS provides more specific assignment information, when needed.

- **COMMUNICATIONS PLAN - 205**

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

- **COMMUNICATIONS LIST - ICS 205a**

This option form is used in conjunction with the Incident Radio Communications Plan, ICS form 205OS. ICS form 205a-OS, lists methods of contact for personnel assigned to the incident (radio frequencies, phone numbers, pager numbers, etc.), and functions as an incident directory.

- **MEDICAL PLAN - ICS 206**

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

- **RESOURCES AT RISK - ICS 232**

Provides information about sites in the incident area which are sensitive due to environmental, archaeo-cultural, or socio-economic resources at risk, and identifies incident-specific priorities and issues.

- **EXECUTIVE SUMMARY**

The Executive Summary communicates significant response issues during the current operational period, summarizing the daily activities for all sections in a brief format to Senior Managers, Administrators, Senior Agency Staff, and Civic Leaders.

- **INCIDENT STATUS SUMMARY - ICS 209**

Used to inform personnel about the status of response efforts.

- **AIR OPERATIONS SUMMARY - ICS 220**

Provides the Air Operations Branch with the number, type, location, and specific assignments of aircraft.

## 5.2 ICS FORMS, CONTINUED

- **MEETING SCHEDULE - ICS 230**

Records information about the daily scheduled meeting activities.

- **MEETING SUMMARY - ICS 231**

Provides more detailed information concerning the attendees and notes from a particular meeting.

- **GENERAL PLAN**

Displays the progress and planned start and end dates for various incident response activities.

- **RESOURCE TRACKING**

- **STATUS CHANGE - ICS 210**

Used to record status change information received on resources assigned to the incident.

- **CHECK-IN LIST EQUIPMENT - ICS 211e**

This form is used for equipment check-in-only. Equipment arriving at the incident can check in at various incident locations.

- **CHECK-IN LIST PERSONNEL - ICS 211p**

This form is used for personnel check-in-only. Personnel arriving at the incident can be checked in at various incident locations.

- **SUPPORT VEHICLE INVENTORY - ICS 218**

Provides an inventory of all transportation and support vehicles assigned to the incident.

- **T-CARDS - ICS 219**

T-Cards are used by the Resources Unit to record status and location information on resources, transportation, and support vehicles and personnel.

- **DEMOBILIZATION CHECK-OUT - ICS 221**

Form provides the Planning Section information on resource releases from the incident.

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>.

1. Incident Name	2. Prepared By: (Name)  Date:            Time:	INCIDENT BRIEFING ICS 201-OS
<p>3. Map / Sketch</p> <p>(Include maps drawn here or attached, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines or other graphics depicting situational and response status)</p>		









		Need								
		Req.								
		Have								<input type="checkbox"/>
		Need								
		Req.								
		Have								<input type="checkbox"/>
		Need								
		Req.								
		Have								<input type="checkbox"/>
		Need								
		Req.								
		Have								<input type="checkbox"/>
		Need								
		10. Total Resources Required								
		11. Total Resources On Hand								
		12. Total Resources Needed								
13. Prepared By:						Date:		Time:		
OPERATIONAL PLANNING WORKSHEET						June, 2000		ICS 215OS		

RADIO REQUIREMENTS WORKSHEET			1. Incident Name			2. Date			3. Time		
4. Branch			5. Agency			6. Operational Period			7. Tactical Frequency		
8. Division/Group			Division/Group			Division/Group			Division/Group		
Agency _____			Agency _____			Agency _____			Agency _____		
9. Agency	ID NO.	Radio Rqmts.	Agency	ID NO.	Radio Rqmts.	Agency	ID NO.	Radio Rqmts.	Agency	ID NO.	Radio Rqmts.



OPERATIONS SECTION CHIEF					
AIR OPERATIONS					
AIR TACTICAL SUPERVISOR					
PLANNING SECTION CHIEF					
GROUND SUPPORT UNIT					
BASE UNIT					
COM CENTER					

BRANCH					
DIVISION					
DIVISION					
BRANCH					
DIVISION					
DIVISION					
BRANCH					
DIVISION					
DIVISION					

5. RADIO DATA				6. AGENCY			
ID							

ICS 217	Page	7. Prepared By:
---------	------	-----------------

1. Incident Name	2. Operational Period to be covered by IAP (Date/Time)	IAP COVER SHEET
------------------	--------------------------------------------------------	-----------------

From:

To:

## 3. Approved By:

FOSC

SOSC

IC

## INCIDENT ACTION PLAN

The items checked below are included in this Incident Action Plan:

- ICS 202-OS (Response Objectives)
- ICS 203-OS (Organization List)
- ICS 204-OS (Assignment Lists)
- ICS 204a-OS (Assignment Lists Attachment)
- ICS 205OS (Communications Plan)
- ICS 205a-OS (Communications List)
- ICS 206-OS (Medical Plan)
- ICS 232-OS (Resources at Risk)
- 
- 
- 
- 

4. Prepared By: (Planning Section Chief)

Date/Time

IAP COVER SHEET

March, 2000

Texas Zone

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1. Incident Name

2. Operational Period (Date/Time)

INCIDENT OBJECTIVES

From:

To:

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)

 Organization List (ICS 203-OS)
     
  Assignment List (ICS 204-OS)
     
  Communications Plan (ICS 205OS)

 Medical Plan (ICS 206-OS)
     
  Weather

10. Prepared By: (Planning Section Chief)

Date/Time

INCIDENT OBJECTIVES

March, 2000

ICS 202-OS

Texas Zone

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1. Incident Name	2. Operational Period (Date/Time)  From:                      To:	<b>ORGANIZATION ASSIGNMENT LIST ICS 203-OS</b>						
3. Incident Commander and Staff		7. Operations Section						
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Primary</td> <td style="width: 50%; text-align: center;">Deputy</td> </tr> <tr> <td>Federal:</td> <td></td> </tr> <tr> <td>State:</td> <td></td> </tr> </table>		Primary	Deputy	Federal:		State:		Chief <input type="text"/> Deputy <input type="text"/> a. Branch I - Division/Groups <input type="text"/>
Primary	Deputy							
Federal:								
State:								

IC:

Safety Officer :

Information Officer:

Liaison Officer:

4. Agency Representatives

Agency	Name

5. Planning Section

Chief

Deputy

Resources Unit

Situation Unit

Environmental Unit

Documentation Unit

Demobilization Unit

Technical Specialists

6. Logistics Section

Chief

Deputy

Time Unit

Procurement Unit

Compensation Unit

Cost Unit

a. Support Branch

Director

Supply Unit

Facilities Unit

Transportation Unit

Vessel Support Unit

Ground Support Unit

b. Service Branch

Director

Communications Unit

Medical Unit

Food Unit

Branch Director

Deputy

Division / Group

b. Branch II - Division/Groups

Branch Director

Deputy

Division / Group

c. Branch III - Division/Groups

Branch Director

Deputy

Division / Group

d. Air Operations Branch

Air Operations Br. Dir.

Air Tactical Supervisor

Air Support Supervisor

Helicopter Coordinator

Fixed-wing Coordinator

8. Finance Section

Chief

Deputy

Time Unit

Procurement Unit

Compensation Unit

Cost Unit

9. Prepared By: (Resources Unit)

Date/Time

ORGANIZATION  
ASSIGNMENT LIST

March, 2000

ICS 203-OS

Texas Zone

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1. Incident Name		2. Operational Period (Date/Time)		ASSIGNMENT LIST ICS 204-OS	
		From:                      To :			
3. Branch			4. Division/Group		
5. Operations Personnel		Name		Affiliation	
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:	
<b>10. Prepared By:</b> (Resources Unit Leader)	<b>Date/Time</b>	<b>11. Approved By:</b> (Planning Section Chief)	<b>Date/Time</b>
ASSIGNMENT LIST		June, 2000	ISC 204-OS

Texas Zone

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1. Incident Name	2. Operational Period (Date/Time)  From:	ASSIGNMENT LIST ATTACHMENT ICS 204a-OS
3. Branch	4. Division/Group	
5. Strike Team/Task Force/ Resource Identifier	6. Leader	7. Assignment Location
8. Work Assignment Special Instructions (if any)		[Ops]
9. Special Equipment/Supplies Needed for Assignment (if any)		[Ops]
10. Special Environmental Considerations (if any)		[P.S.C.]
11. Special Site-Specific Safety Considerations (if any)		[S.O.]
<b>12. Other Attachments (as needed)</b>		








## 5. Hospitals

Hospital Name	Address	Contact #	Travel Time		Burn Ctr?	Heli-Pad?
			Air	Ground		

## 6. Special Medical Emergency Procedures

7. Prepared By: (Medical Unit Leader)	Date/Time	8. Reviewed By: (Safety Officer)	Date/Time
MEDICAL PLAN	March, 2000		ICS 206-OS

1. Incident Name	2. Operational Period (Date/Time) From:                      To:	RESOURCES AT RISK SUMMARY ICS 232-OS
------------------	---------------------------------------------------------------------	-----------------------------------------------

## 3. Environmentally Sensitive Areas and Wildlife Issues

Site #	Priority	Site Name and/or Physical Location	Site Issues


Narrative:

#### 4. Archaeo-cultural and Socio-economic Issues

Site #	Priority	Site Name and/or Physical Location	Site Issues

Narrative:

5. Prepared By: (Environmental Unit Leader) Date/Time

RESOURCES AT RISK  
SUMMARY

June, 2000

ICS 232-OS

Texas Zone

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1. Incident Name	2. Operational Period (Date/Time) From:                      To:	EXECUTIVE SUMMARY
<b>3. Operations:</b>		

**4. Environmental:****5. Planning:****6. Other:**

Prepared By: (Situation Unit Leader)

Date/Time

EXECUTIVE SUMMARY

June, 2000

**Texas Zone****Page 5 - 23**

1. Incident Name		2. Period Covered By Report		Time of Report	INCIDENT STATUS SUMMARY ICS 209-OS
		From:	To:		
3. Spill Status (Estimated, in Barrels)		[OPS/EUL/SSC]		7. Safety Status	[Safety Officer]
Source Status:	Remaining Potential (bbl):			Since Last Report	Total
	Rate of Spillage (bbl/hr):			Responder Injury	
Secured	<input type="checkbox"/>	Unsecured	<input type="checkbox"/>	Public Injury	

Volume Spilled	Since Last Report	Total						
Mass Balance/Oil Budget				8. Equipment Resources [RUL]				
Recovered Oil				<b>Description</b>	<b>Ordered</b>	<b>Available / Staged</b>	<b>Assigned</b>	<b>Out of Service</b>
Evaporation				Spill Resp. Vsls				
Natural Dispersion				Fishing Vessels				
Chemical Dispersion				Tugs				
Burned				Barges				
Floating, Contained				Other Vessels				
Floating, Uncontained								
Onshore								
Total Spilled Oil Accounted For:								
4. Waste Management (Estimated)		[OPS/Disposal]		Skimmers				
	<b>Recovered</b>	<b>Stored</b>	<b>Disposed</b>					
Oil (bbl)				Boom (ft.)				
Oily Liquids (bbl)				Sbnt/Snr Bm. (ft.)				
Liquids (bbl)								
Oily Solids (tons)				Vacuum Trucks				
Solids (tons)								
5. Shoreline Impacts (Estimated, in miles)		[PSC/EUL/SSC]		Helicopters				
<b>Degree of Oiling</b>	<b>Affected</b>	<b>Cleaned</b>	<b>To Be Cleaned</b>					
Light				Fixed Wing				
Medium								
Heavy								
Total				9. Personnel Resources [RUL]				
6. Wildlife Impacts		[OPS/Wildlife Br.]		<b>Description</b>	<b>People in Cmd. Post</b>	<b>People in the Field</b>	<b>Total People On Scene</b>	
Numbers in ( ) indicate subtotal that are threatened / endangered species.			Died in Facility	Federal				
	<b>Captured</b>	<b>Cleaned</b>	<b>Released</b>	<b>DOA</b>	<b>Euth.</b>	<b>Other</b>		
Birds								
Mammals								
Reptiles								
Fish								
Total								
				Total Response Personnel From All Organizations:				
11. Prepared By: (Situation Unit Leader)				10. Special Notes				
				Date/Time				





	Operations Briefing	Present IAP and assignments to the Supervisors/Leaders for the next operational period.	Command Staff, General Staff, Branch Directors, Div. Sups., Task Force / Strike Team Leaders and Unit Leaders	
	Unified Command Objectives Meeting	Review/identify objectives for the next operational period.	Unified Command members	
4. Prepared By: (Situation Unit Leader)			Date/Time:	
DAILY MEETING SCHEDULE		March, 2000	ICS 230-OS	

1. Incident Name	2. Meeting Date/Time	MEETING SUMMARY ICS 231-OS
3. Meeting Name		
4. Meeting Location		
5. Facilitator		
6. Attendees		

7. Notes (with summary of decisions and action items)

8. Prepared By:

Date/Time

MEETING SUMMARY

March, 2000

ICS 231-OS

<b>1. Incident Name</b>		<b>GENERAL PLAN</b>																				
<b>2. Prepared By</b>	<b>Date/Time Prepared</b>	<b>3. Operational Period (Date/Time)</b>																				
		From:						To:														
<b>4. Notification (Date and time completed)</b>		<b>5. Response Initiation (Date and time completed)</b>																				
<b>6. Plan Item</b>	Timeframe== > (Enter days or weeks)																					
Site Characterization, Forecasts, and Analysis																						
Site Safety																						
Site Security																						
Source Stabilization, Salvage, and Lightering																						
Surveillance																						



7. Time of Location/Status Change	
8. Comments	
9. Prepared By:	Date/Time
10. Processed By: (Resources Unit)	Date/Time
STATUS CHANGE	June, 2000
ICS 210-OS	

1. Incident Name	2. Operational Period (Date/Time)		3. Check-In Location		CHECK-IN LIST (Equipment)		
			<input type="checkbox"/> Command Post	<input type="checkbox"/> Other			
	From:	To:	<input type="checkbox"/> Staging Area		ICS 211e-OS		
Equipment Check-In Information			9. Initial Incident Check-In?	10. Time			
4. Equipment Description	5. Equipment Identifier	6. Supplier/Owner	7. Assignment	8. Contact Information	Y/N	In	Out
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>







REMARKS	
INCIDENT LOCATION	TIME
STATUS	
ETR	
NOTE	
INCIDENT LOCATION	TIME
STATUS	
ETR	
NOTE	

ETR	
NOTE	
INCIDENT LOCATION	TIME
STATUS	
ETR	
NOTE	
INCIDENT LOCATION	TIME
STATUS	
ETR	
NOTE	

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





2. All personnel must pass through the contamination reduction zone to enter or exit the exclusion zone (hot zone).
3. As a minimum, Decontamination Team members must be in one (1) level of protection lower than that of the entry teams.
4. All decontamination equipment and systems must be in place before an entry can be made.
5. Entry team will consist of a minimum of two members with the same number of personnel assigned to a backup team. All entry personnel will adhere to the buddy system.
6. At the end of the incident, or directly after a possible exposure, each entry team member will take a full body shower and launder any personal clothing used at the scene.
7. All breathing air shall be certified as Grade D or better.
8. Where practical, all tools shall be of the nonsparking type.
9. Fire equipment shall be on hand when the situation warrants such support. At a minimum, fire extinguishers shall be available on scene.
10. Since incident evacuation may be necessary if an explosion, fire, or other event occurs; an individual shall be assigned to sound, alert, and notify the responsible command personnel and public officials (if required). The evacuation signal shall be four short blasts on an air horn every 30 seconds until all personnel are known to be evacuated.
11. An adequately stocked Emergency Medical Services (EMS) Unit shall be on site at all times.
12. The location and telephone number of the nearest medical facility shall be posted and known to all personnel.

#### GENERAL SAFETY BRIEFING:

Before any incident actions are taken, a briefing from the Command Staff will be accomplished with all personnel present. Personnel will sign a log sheet, attesting to being present at the briefing. Topics discussed should include known and suspected hazards along with the operation's goals and objectives.

#### EMERGENCY ACTION CONDITIONS:

---

**Code Green** All conditions are normal and incident work may continue.

---

**Code Red** All or specific work activities must cease at once due to one of the following:

- Indications of emissions from the incident such as CGI readings of 25% or greater, less than 19.5% oxygen, or one Mr/Hr of ionizing radiation are present
- Current or projected meteorological data indicates that a probable impact on working conditions could occur
- If background readings obtained during cessation of activities worsen, reassessment of the findings should be confirmed; actions to lower levels of contaminant or contingencies for further incident monitoring must take place



## LEVELS OF PROTECTION SELECTED:

Initial Site Survey:	A	B	C	D
Entry Team:	A	B	C	D
Backup Team:	A	B	C	D
Decon Team:	A	B	C	D

SKETCH OR ATTACH PLOT PLAN HERE:

Texas Zone

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## RESPONSE SAFETY CHECK-OFF SHEET

TYPE OF RESPONSE:			
Highway	Industrial		
Railway	Marine		
Residential	Other		
Specify:			
TYPE OF SAFETY PLAN:			
Federal	State		
Local	Other		
Specify:			
SUSPECTED CHEMICALS INVOLVED:			
1.	2.		
3.	4.		
5.	6.		
7.	8.		
9.	10.		
INITIAL LEVEL OF PROTECTION: (If level D you must justify)			
A	B	C	D

INITIAL MEDICAL SCREENING COMPLETE:  Yes  No

If no, justify:

In the event of fire or explosion:

In the event of potential or actual ionizing radiation exposure:

Texas Zone

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In the event of spread of contamination beyond the boundaries of the incident:

EMERGENCY SERVICES:

Emergency medical facility:

Ambulance service:

Poison Control Center:

Chemical manufacturer's representative:

EMERGENCY PROCEDURES (in the event of personnel exposure):

EMERGENCY PROCEDURES (in the event of personnel injury):

**HAZARD ASSESSMENT:**

Attach Hazardous Materials Safety Data Sheets (MSDS), or other reference materials, for chemicals involved to this document.

**MONITORING PROCEDURES:**

Monitoring the incident to identify concentration of contaminants in all media. List the instruments to be used and what areas to be monitored.

**Hot Zone (Exclusion Zone):****Warm Zone (Contamination Reduction Zone):****Cold Zone (Support Zone):**

**MEDICAL MONITORING:** (What procedures to be used to monitor personnel for evidence of personal exposure.)

**PERSONNEL POTENTIALLY EXPOSED TO HAZARDOUS MATERIALS:**

NAME	POSITION	DATE/TIME

**DECONTAMINATION PROCEDURES:**

(Contaminated personnel, surfaces, materials, instruments, other equipment.)

DECONTAMINATION SOLUTIONS USED:

DISPOSAL PROCEDURES:

**AUTHORIZED BY:**

Texas Zone

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POST RESPONSE:

Level of protection used:

A

B

C

D

Justify:

EQUIPMENT DECONTAMINATION:

	Clothing	SCBA/Resp.	Monitoring
Disposed:			
Cleaned:			
No Action:			

Specify:

TOTAL APPROXIMATE TIME IN HOT ZONE:

Days

Hours

DATE PREPARED:

PREPARED BY:

REVIEWED BY:

Assistance in preparing this safety plan can be obtained from Haz Mat personnel.

Texas Zone

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## HEALTH AND SAFETY/RESPONSE PLAN

APPLIES TO SITE:

DATE:

PRODUCTS:

(ATTACH MSDS)

SITE CHARACTERIZATION:		<input type="checkbox"/> Marine vessel	<input type="checkbox"/> Pipeline	<input type="checkbox"/> Storage facility
		<input type="checkbox"/> Truck/Rail car	<input type="checkbox"/> Other	
Water	<input type="checkbox"/> Shoreline	<input type="checkbox"/> Wetlands	<input type="checkbox"/> Other	
	<input type="checkbox"/> Rocky	<input type="checkbox"/> Sandy	<input type="checkbox"/> Muddy	<input type="checkbox"/> Other
	<input type="checkbox"/> River	<input type="checkbox"/> Creek	<input type="checkbox"/> Canal	<input type="checkbox"/> Bay <input type="checkbox"/> Ocean
Land	<input type="checkbox"/> Mountains	<input type="checkbox"/> Hills	<input type="checkbox"/> Brushland	<input type="checkbox"/> Forest <input type="checkbox"/> Grassland
	<input type="checkbox"/> Other			
Use	<input type="checkbox"/> Public	<input type="checkbox"/> Government	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial
	<input type="checkbox"/> Recreational	<input type="checkbox"/> Industrial	<input type="checkbox"/> Farmland	<input type="checkbox"/> Other
Weather	<input type="checkbox"/> Temp _____?F	<input type="checkbox"/> Wind/Dir. _____ mph	<input type="checkbox"/> Rain	
	<input type="checkbox"/> Snow	<input type="checkbox"/> Ice	<input type="checkbox"/> Other	
Pathways for Dispersion	<input type="checkbox"/> Air	<input type="checkbox"/> Water	<input type="checkbox"/> Land	<input type="checkbox"/> Other
Site Hazards				
<input type="checkbox"/> Chemical Hazards	<input type="checkbox"/> Boats			
<input type="checkbox"/> Slips, trips, falls	<input type="checkbox"/> Helicopters			
<input type="checkbox"/> Heat stress	<input type="checkbox"/> Noise			
<input type="checkbox"/> Cold stress	<input type="checkbox"/> Pumps, hoses			
<input type="checkbox"/> Weather	<input type="checkbox"/> Steam, hot water			
<input type="checkbox"/> Drowning	<input type="checkbox"/> Fire/Explosion			
<input type="checkbox"/> Heavy equipment	<input type="checkbox"/> Poor visibility			
<input type="checkbox"/> Drum handling	<input type="checkbox"/> Motor vehicles			
<input type="checkbox"/> Wildlife/plants	<input type="checkbox"/> Confined spaces (see attachment/appendix)			
<input type="checkbox"/> Hand/power tools	<input type="checkbox"/> Ionizing radiation			
<input type="checkbox"/> Lifting	<input type="checkbox"/> Other			

Air Monitoring

% LEL

% O<sub>2</sub>

PPM Benzene

PPM H<sub>2</sub>S Other (specify) See attachment - Monitoring Results/Methods

**CONTROL MEASURES:**

## Engineering Controls

- Source of release secured  Valve(s) closed  Facility shut down  
 Site secured  
 Other

## Personal Protective Equipment (PPE) HAZWOPER Coordination with OSRO

- PVC suits  PE/TYVEK suits  Respirator  
 Site secured  PVC gloves  Other  
 Other  Hard hats  Eye protection

## HEALTH AND SAFETY/RESPONSE PLAN

**CONTROL MEASURES (cont'd):**

## Decontamination

- Stations established (see site map)

## Sanitation

- Facilities provided per OSHA 1910.120(n)

## Illumination

- Facilities provided per OSHA 1910.120(m)

## Medical Surveillance

- Facilities provided per OSHA 1910.120(f)

**WORK PLAN: (buddy system must be used.)**

- Booming  Skimmers  Vac. trucks  Pumping  Excavation  
 Heavy equipment  Sorbent pads  Patching  Hot work  Shoring  
 Appropriate permits issued  
 Other (describe):

**TRAINING (HAZWOPER training program):**

- Verified site workers trained per OSHA 1910.120

**ORGANIZATION (See Incident Command System chart.):****EMERGENCY PLAN (See site map and Daily Medical Plan - ICS 206.):**

SITE SECURITY:

Pre-entry briefing

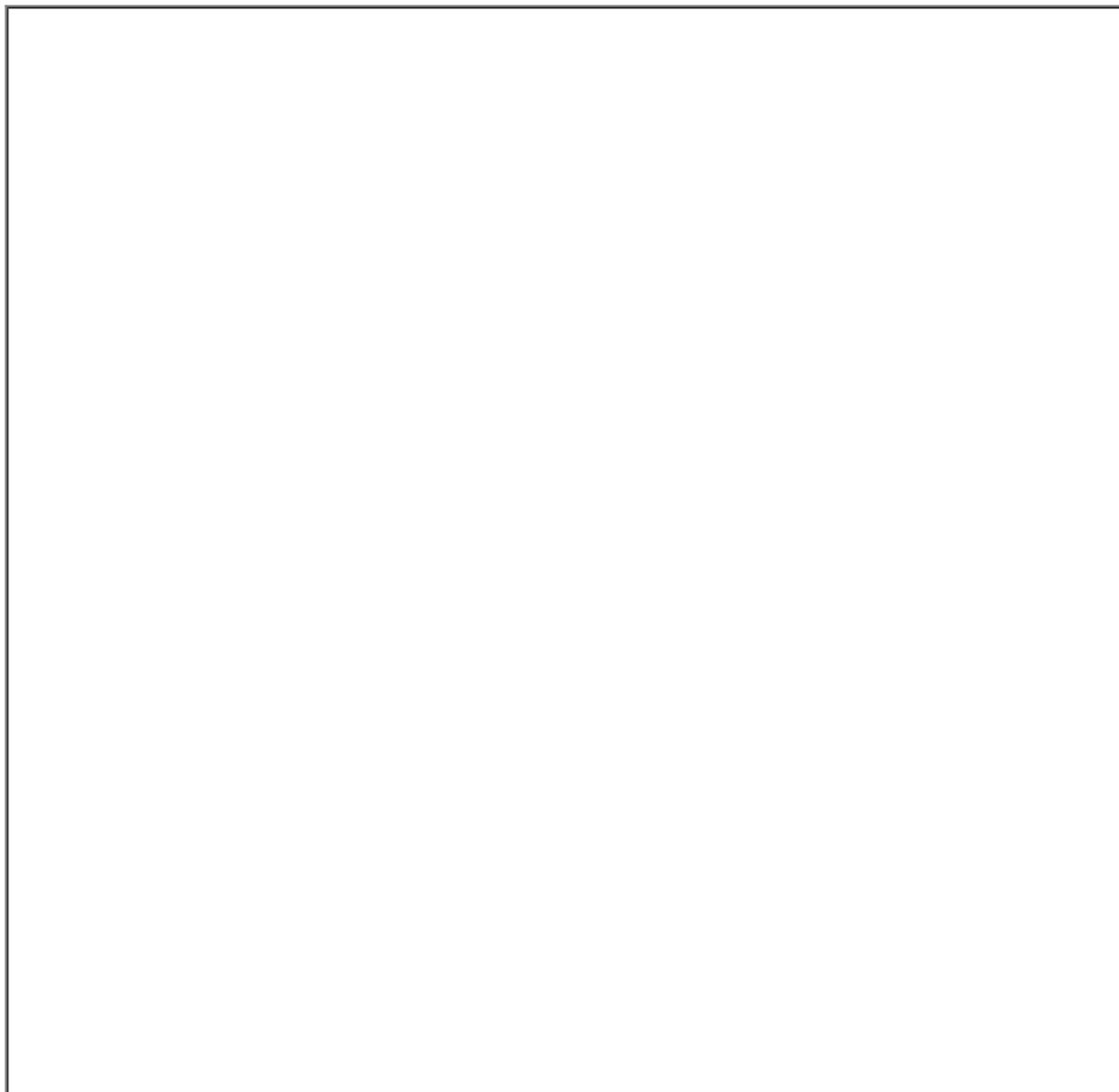
Security level                      Low        Medium        High

Other topics

DATE/TIME/PLAN COMPLETED:

By:

SITE DIAGRAM



GENERAL DIAGRAM INSTRUCTIONS

## 1. Site Diagram should include the following:

- |                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>a. Sketch with major feature locations (buildings, drainage paths, roads, etc.)</li> <li>b. Hazardous substance location</li> <li>c. Work zones (exclusion, contamination reduction, support)</li> <li>d. Command center and decontamination area</li> <li>e. Access and access restrictions</li> </ul> | <ul style="list-style-type: none"> <li>f. Routes of entry</li> <li>g. Wind direction</li> <li>h. Emergency evacuation routes</li> <li>i. Assembly points</li> <li>j. First aid locations</li> <li>k. Communication system</li> </ul> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 5.4 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 must wear appropriate personal protective equipment (PPE), and are responsible for packaging and labeling of contaminated PPE.

- Decontamination Stations:

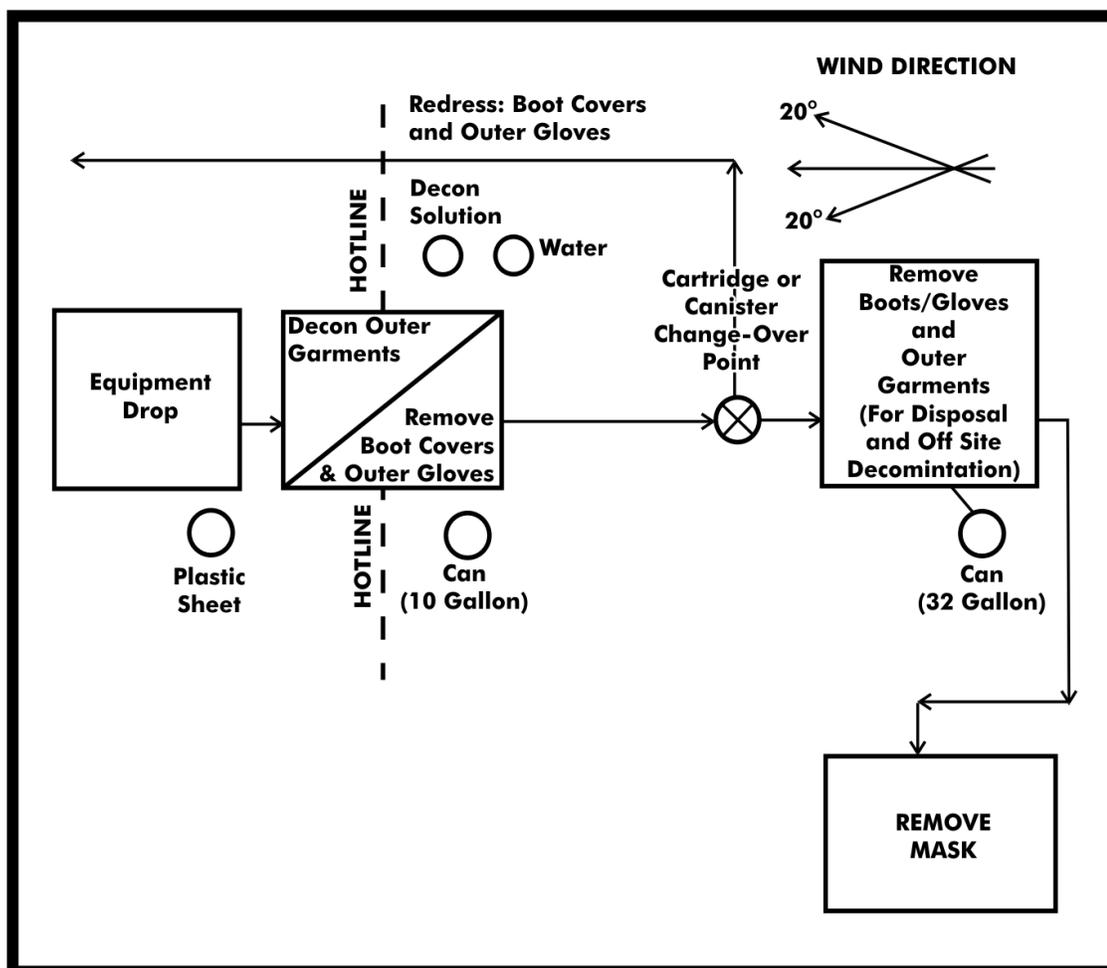
Decontamination is performed within the contamination reduction zone, which is appropriately lined to prevent the spread of contaminants. Dikes are installed under the lining to contain runoff.

## MINIMUM MEASURES FOR DECONTAMINATION

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	Scrub outer boots, outer gloves, and splash suit

	and gloves wash, and rinse	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, 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.

## DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT

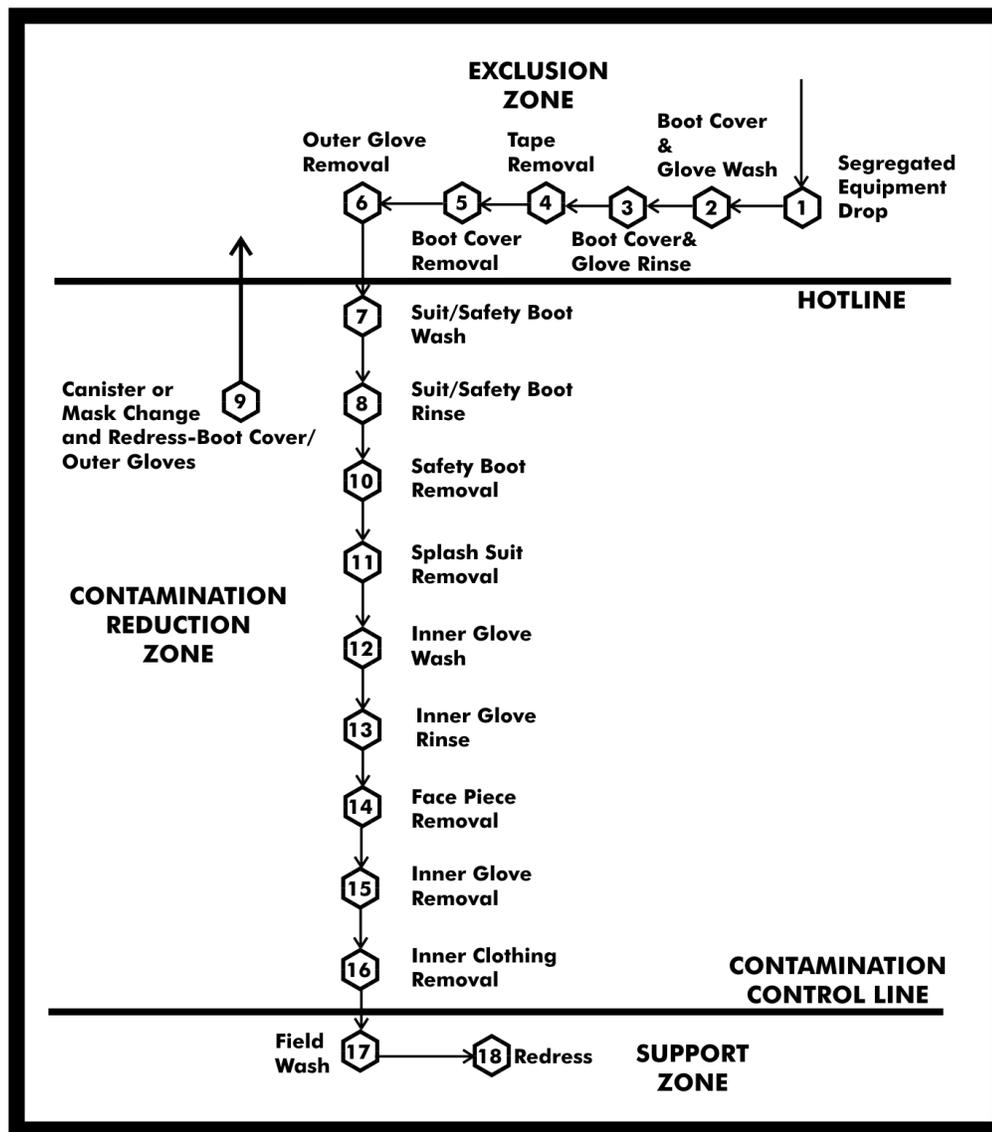


Procedures for these stations are as follows:

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 long-handled scrub brush and decontamination solution.
STATION 8	Suit and 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	Splash suit removal	With assistance of helper, remove splash suit. 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.
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	Shower if highly toxic, skin-corrosive or skin-

		absorbable materials are known or suspected to be present. Wash hands and face if shower is not available.
STATION 18	Re-dress	Put on clean clothes.

## DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT



## 5.5 DISPOSAL PLAN

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:	

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:

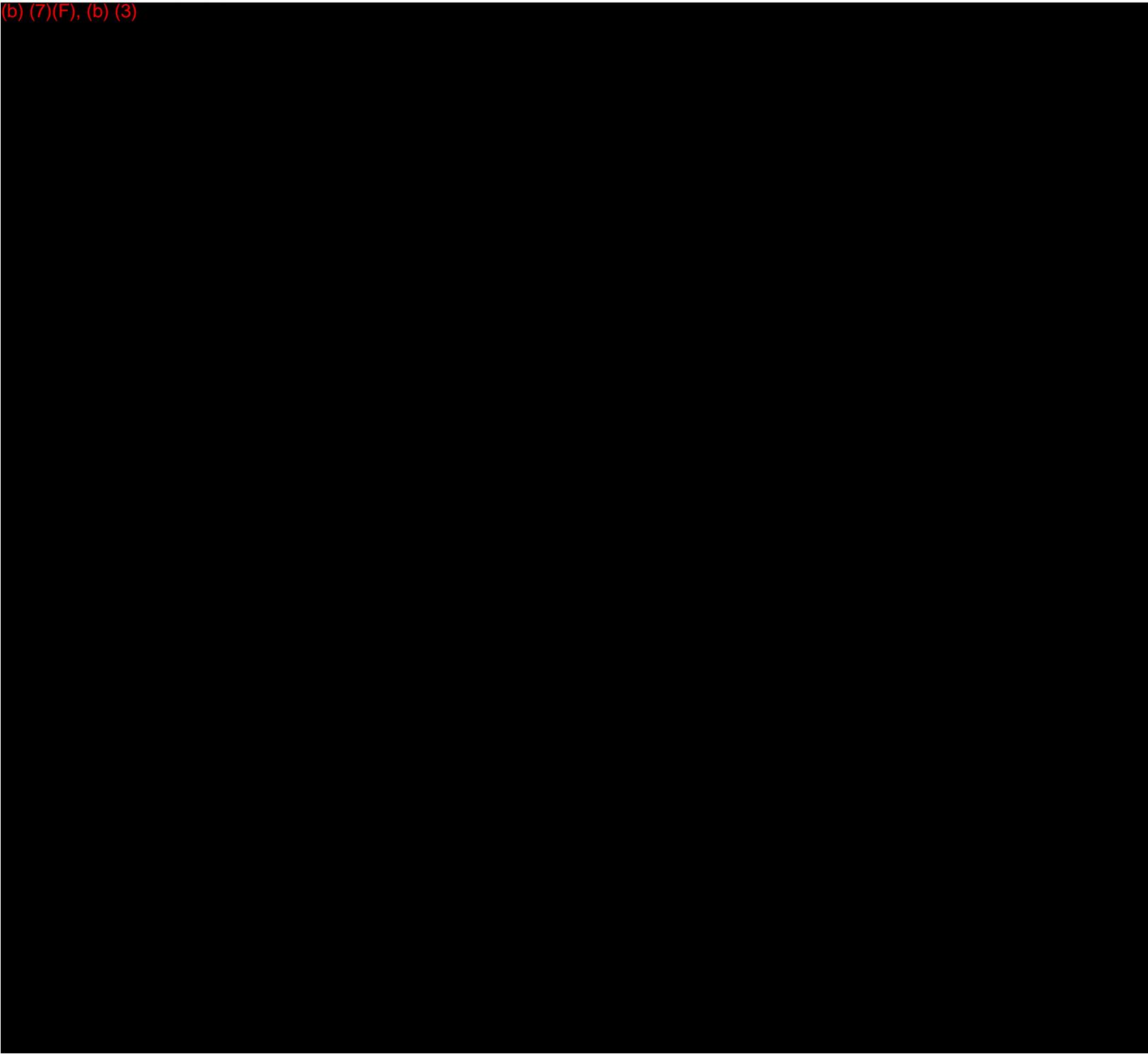
**Resources required for disposal options:**


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:

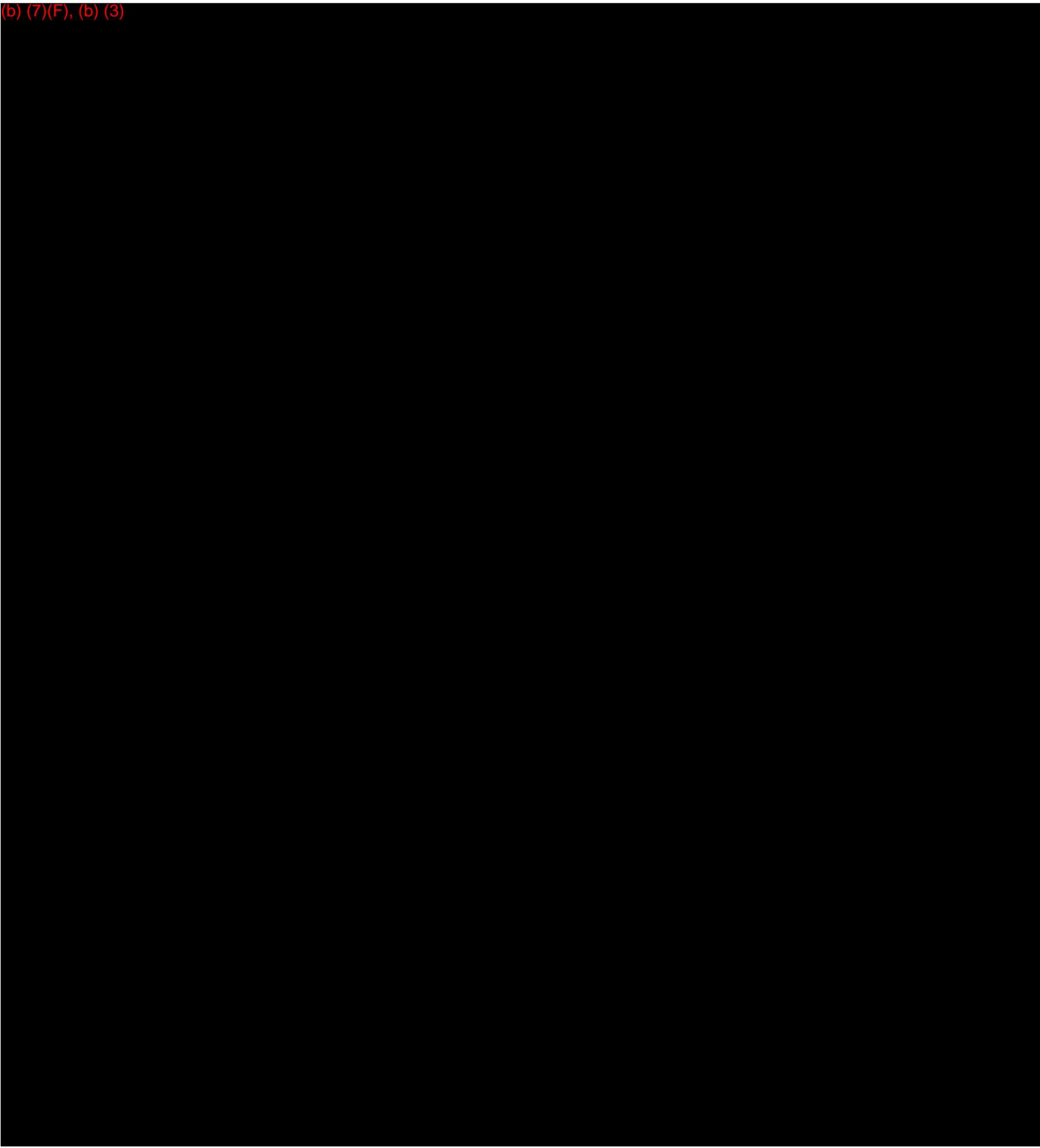
Additional information:
Waste Coordinator:

5.6 INCIDENT SECURITY PLAN

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



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



## 5.7 DEMOBILIZATION PLAN

---

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

#### Demobilization procedures:

- Operations Section will determine which resources are ready for release from a specific collection site.
- The Planning Section will provide guidance on release priorities and demobilization recommendations.
- Information maintained by the Planning Section will be utilized to assist in the prioritization.
- Each incident will require a Decontamination Area.
- Decontaminated equipment will be returned to appropriate staging area for release or re-deployment.
- Transports for equipment will be required if remote from staging area.
- The Planning Section will document all demobilization and decontamination activities.
- Equipment designated for re-assignment will be mobilized to the appropriate staging area.
- The Division Supervisor will ensure a log is maintained documenting that proper decontamination procedures are performed for each piece of equipment.
- The Operations Section will ensure that redeployed personnel receive proper rest prior to returning to duty.
- The Planning Section Chief will monitor personnel redeployment activities to ensure number of hours worked is within acceptable guidelines.
- The Operations Section Chief must approve the Demobilization Plan before decontamination, release, or redeployment of any resources.

SECTION 6  
SENSITIVE AREAS / RESPONSE TACTICS

Last Revised: April 2008

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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 Bioremediation

6.4.3 In-Situ Burn

Figure 6.4-1 - Alternate Strategies Checklist

Figure 6.4.2 - Decision Guide for the Federal Bioremediation Approval Process

6.5 Wildlife Protection and Rehabilitation

6.6 Endangered and Threatened Species By State

6.7 Map Feature Index

6.8 DOT Sensitivity Study

6.9 TGLO ESI Atlas

## 6.1 AREA DESCRIPTION

Description of shoreline types and specific shoreline protection and clean-up techniques are presented in **FIGURE 6.2-1** and **FIGURE 6.3-2**. The strategies and response examples are guidelines and must 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 and 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.

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. Given below is a summary of booming techniques.

### **Containment/Diversion Berming**

- Berms are constructed ahead of advancing surface spills to contain spill or divert spill to a containment area
- My cause disturbance of soils and some increased soil penetration

### **Blocking/Flow-**

- Construct dam in drainage course/stream bed to block and

- 
- Through Dams** 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**
- Block culvert with plywood, sandbags, sediments, etc. to prevent oil from entering culvert
- 
- Interception Trench**
- 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**
- Boom is deployed around free oil
  - Boom may be anchored or left to move with the oil
- 
- Diversion booming**
- 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**
- 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 used in a manner described above

- 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://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"> <li>• This class includes towns, cities, farms, pastures, fields, reclaimed wetlands, and other altered areas</li> <li>• Organisms and algae may be common in riprap structures and on pilings</li> </ul>	<ul style="list-style-type: none"> <li>• Oil would percolate easily between the gravel and boulders of riprap structures</li> <li>• Oil would coat the intertidal areas of solid structures</li> <li>• Biota would be damaged or killed under heavy accumulations</li> </ul>	<ul style="list-style-type: none"> <li>• May require high pressure spraying: <ul style="list-style-type: none"> <li>◦ To remove oil</li> <li>◦ To prepare substrate for recolonization of barnacle and oyster communities</li> </ul> </li> <li>• For aesthetic reasons</li> </ul>
Freshwater Flat	<ul style="list-style-type: none"> <li>• Mud or organic deposits located along the shore or in shallow portions of nontidal freshwater lakes and ponds</li> <li>• They are exposed to low wave and current energy</li> <li>• They are often areas of heavy bird use</li> </ul>	<ul style="list-style-type: none"> <li>• Oil is expected to be deposited along the shoreline</li> <li>• Penetration of spilled oil into the water-saturated sediments of the flat will not occur</li> <li>• When sediments are contaminated, oil may persist for years</li> </ul>	<ul style="list-style-type: none"> <li>• These areas require high priority for protection against oil contamination</li> <li>• Cleanup of freshwater flats is nearly impossible because of soft substrate</li> <li>• Cleanup is usually not even considered because of the likelihood of mixing oil deeper into the sediments during the cleanup effort</li> <li>• Passive efforts, such as sorbent boom can be used to retain oil as it is naturally removed</li> </ul>
Fresh Marsh	<ul style="list-style-type: none"> <li>• Found along freshwater ponds and lakes</li> </ul>	<ul style="list-style-type: none"> <li>• Small amounts of oil will contaminate the outer marsh fringe</li> </ul>	<ul style="list-style-type: none"> <li>• Marshes require the highest priority for shoreline protection</li> </ul>

	<ul style="list-style-type: none"> <li>• These marshes have various types of vegetative cover, including floating aquatic mats, vascular submerged vegetation, needle and broad-leaved deciduous scrubs and shrubs, and broad-leaved evergreen scrubs and shrubs</li> <li>• Birds and mammals extensively use fresh marshes for feeding and breeding purposes</li> </ul>	<p>only; natural removal by wave action can occur within months</p> <ul style="list-style-type: none"> <li>• Large spills will cover more area and may persist for decades</li> <li>• Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses</li> </ul>	<ul style="list-style-type: none"> <li>• Natural recovery is recommended when: <ul style="list-style-type: none"> <li>◦ A small extent of marsh is affected</li> <li>◦ A small amount of oil impacts the marsh fringe</li> </ul> </li> <li>• The preferred cleanup method is a combination of low-pressure flushing, sorption, and vacuum pumping performed from boats</li> <li>• Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots</li> <li>• Oil wrack and other debris may be removed by hand</li> </ul>
Swamp	<ul style="list-style-type: none"> <li>• Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetative types include: scrubs, shrubs, evergreen trees, and hardwood forested woodlands</li> <li>• Birds and mammals use swamps during feeding and breeding activities</li> </ul>	<ul style="list-style-type: none"> <li>• Even small amounts of spilled oil can spread through the swamp</li> <li>• Large spills will cover more area and may persist for decades since water-flushing rates are low</li> <li>• Oil, particularly the heavy fuel oils, will adhere to swamp vegetation</li> <li>• 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</li> </ul>	<ul style="list-style-type: none"> <li>• No cleanup recommended under light conditions</li> <li>• 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 is slowly released) may be effective under close scientific supervision</li> <li>• Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to interior swamp forests</li> <li>• Oil trapped by boom can be reclaimed through the use of skimmers and</li> </ul>

vacuums

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

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Open water	<ul style="list-style-type: none"> <li>• Have ocean like waves and currents</li> <li>• Weather changes effect on-water conditions</li> <li>• River mouths present problems</li> <li>• Thermal stratification occurs</li> </ul>	<ul style="list-style-type: none"> <li>• Most organisms are mobile enough to move out of the spill area</li> <li>• Aquatic birds are vulnerable to oiling</li> <li>• Human usage (such as transportation, water intakes, and recreational activities) may be restricted</li> </ul>	<ul style="list-style-type: none"> <li>• Booming, skimming, vacuuming, and natural recovery are the preferred cleanup methods</li> <li>• Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills</li> <li>• Cleanup options include physical herding, sorbents, and debris/vegetation removal</li> </ul>
Large rivers	<ul style="list-style-type: none"> <li>• May have varying salinities, meandering channels, and high flow rates</li> <li>• May include manmade structures (such as dams and locks)</li> <li>• Water levels vary seasonally</li> <li>• Floods generate high suspended sediment and debris loads</li> </ul>	<ul style="list-style-type: none"> <li>• Fish and migratory birds are of great concern</li> <li>• Under flood conditions, may impact highly sensitive areas in floodplains</li> <li>• Human usage may be high</li> <li>• When sediments are contaminated, oil may persist for years</li> </ul>	<ul style="list-style-type: none"> <li>• Booming, skimming, and vacuuming are the preferred cleanup methods</li> <li>• Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills</li> <li>• Cleanup options include natural recovery, physical herding, sorbents, and debris/vegetation removal</li> </ul>
Small lakes and ponds	<ul style="list-style-type: none"> <li>• Water surface can be choppy</li> <li>• Water levels can fluctuate widely</li> <li>• May completely freeze in winter</li> <li>• Bottom sediments near the shore can be soft and muddy</li> <li>• Surrounding area may include wet meadows and</li> </ul>	<ul style="list-style-type: none"> <li>• Wildlife and socioeconomic areas likely to be impacted</li> <li>• Wind will control the oil's distribution</li> </ul>	<ul style="list-style-type: none"> <li>• Booming, skimming, vacuuming, and sorbents are the preferred cleanup methods</li> <li>• Should not use containment booming, vacuuming, sorbents, and skimming on gasoline spills</li> <li>• Cleanup options</li> </ul>

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

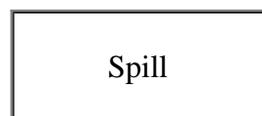
### 6.3 SENSITIVE AREA PROTECTION

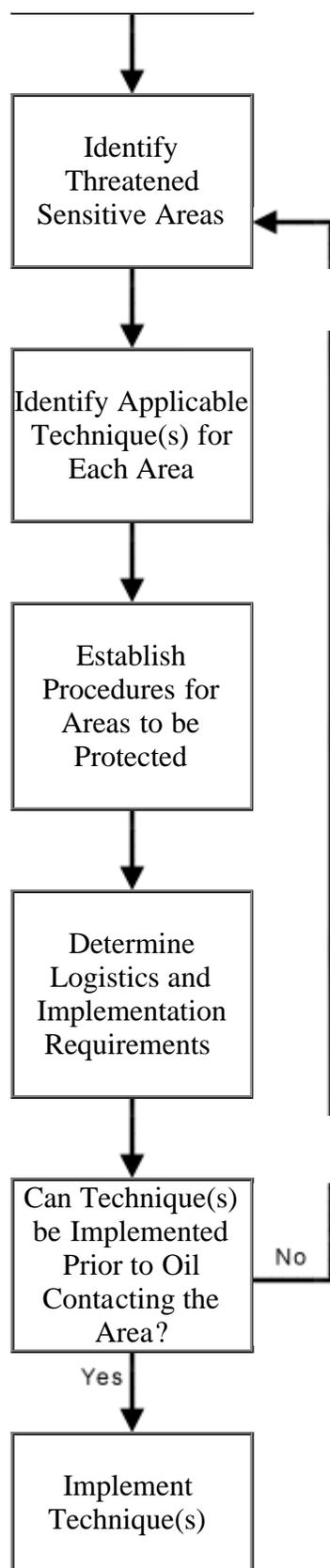
Protection refers to the implementation of techniques or methods to prevent oil from making contact with a shoreline or aquatic area that is determined to be sensitive for environmental, economic, cultural, or human use reasons. Implementation of sensitive area protection techniques must consider a number 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 pipeline are provided in [SECTION 6.7](#).

Site-specific protection strategies may be included in the appropriate Area Contingency Plan (ACP) as Geographic Response Plans (GRP). The specific GRP's applicable to this plan include sites associated with the following ESI Maps: Beaumont East, Terry, Orangefield, and Orange (Sabine Lake Index); Highlands, Park Place, Pasadena, and La Porte (Galveston Bay Index)

#### FIGURE 6.3-1 - SENSITIVE AREA PROTECTION IMPLEMENT SEQUENCE





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

				<b>POTENTIAL</b>
--	--	--	--	------------------

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	ENVIRONMENTAL EFFECTS
<b>Removal</b>				
1. Manual Removal	Hand tool (scrapers, wire brushes, shovels, cutting tools, wheel barrows, etc.) are used to scrape oil off surfaces or recover oiled sediments, vegetation, or debris where oil conditions are light or sporadic and/or access is limited.	<u>Equipment</u> misc. hand tools <u>Personnel</u> 10-20 workers	<ul style="list-style-type: none"> <li>• Can be used on all habitat types</li> <li>• Light to moderate oiling conditions for stranded oil or heavy oils that have formed semi-solid to solid masses</li> <li>• In areas where roosting or birthing animals cannot or should not be disturbed</li> </ul>	<ul style="list-style-type: none"> <li>• Sediment disturbance and erosion potential</li> </ul>
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 elevating scrapers <u>Personnel</u> 2-4 workers plus equipment operators	<ul style="list-style-type: none"> <li>• On land, wherever surface sediments are accessible to heavy equipment</li> <li>• Large amounts of oiled materials</li> </ul>	<ul style="list-style-type: none"> <li>• Removes upper 2 to 12 inches of sediments</li> </ul>
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 misc. sorbents <u>Personnel</u> 2-10 workers	<ul style="list-style-type: none"> <li>• Can be used on all habitat types</li> <li>• Free-floating oil close to shore or stranded on shore, secondary treatment method after gross oil removal</li> <li>• Sensitive areas where</li> </ul>	<ul style="list-style-type: none"> <li>• Sediment disturbance and erosion potential</li> <li>• Trampling of vegetation and organisms</li> <li>• Foot traffic can work oil deeper into soft sediments</li> </ul>

			access is restricted	
4. Vacuum/Pumps/Skimmers	Pumps, vacuum trucks, skimmers are used to remove oil accumulations from land or relatively thick floating layers from the water.	<u>Equipment</u> 1-2 50- to 100-bbl vacuum trucks w/hoses 1-2 nozzle screens or skimmer heads <u>Personnel</u> 2-6 workers plus truck operators	<ul style="list-style-type: none"> <li>• Can be used on all habitat types</li> <li>• Stranded oil on the substrate</li> <li>• Shoreline access points</li> </ul>	<ul style="list-style-type: none"> <li>• Typically does not remove all oil</li> <li>• Can remove some surface organisms, sediments, and vegetation</li> </ul>
<b>Washing</b>				
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 flushing.	<u>Equipment</u> 1-5 100- to 200-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>Personnel</u> 6-8 workers per system	<ul style="list-style-type: none"> <li>• All shoreline types except steep intertidal areas</li> <li>• Heavily oiled areas where the oil is still fluid and adheres loosely to the substrate</li> <li>• Where oil has penetrated into gravel sediments</li> <li>• Used with other washing techniques</li> </ul>	<ul style="list-style-type: none"> <li>• Can impact clean downgradient areas</li> <li>• Can displace some surface organisms if present</li> <li>• Sediments transported into water can affect water quality</li> </ul>

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

<b>TECHNIQUE</b>	<b>DESCRIPTION</b>	<b>RECOMMENDED EQUIPMENT</b>	<b>APPLICABILITY</b>	<b>POTENTIAL ENVIRONMENTAL EFFECTS</b>
<b>Washing, Continued</b>				
6. Flushing	Water streams at low to moderate pressure, and possibly elevated temperatures, are used to remove	<u>Equipment</u> 1-5 50- to 100-gpm/100-psi pumping systems with manifold 1-4 100-ft hoses	<ul style="list-style-type: none"> <li>• Substrates, riprap, and solid man-made structures</li> <li>• Oil stranded</li> </ul>	<ul style="list-style-type: none"> <li>• Can impact clean downgradient areas</li> <li>• Will displace many surface</li> </ul>

	oil from surface or near-surface sediments through agitation and direct contact. Oil is flushed back into the water or a collection point for subsequent recovery. May also be used to flush out oil trapped by shoreline or aquatic vegetation.	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	onshore <ul style="list-style-type: none"> <li>Floating oil on shallow intertidal areas</li> </ul>	organisms if present <ul style="list-style-type: none"> <li>Sediments transported into water can affect water quality</li> <li>Hot water can be lethal to many organisms</li> <li>Can increase oil penetration depth</li> </ul>
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 collection point for subsequent recovery.	<u>Equipment</u> 1-5 1,200- to 4,000-psi 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"> <li>Bedrock, man-made structures, and gravel substrates</li> <li>When low-pressure flushing is not effective</li> <li>Directed water jet can remove oil from hard to reach sites</li> </ul>	<ul style="list-style-type: none"> <li>Will remove most organisms if present</li> <li>Can damage surface being cleaned</li> <li>Can affect clean downgradient or nearby areas</li> </ul>
<b>In Situ</b>				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the waterline adjacent to heavily oiled areas to contain and recover oil as it leaches 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"> <li>All shoreline types</li> <li>Calm wave action</li> <li>Slow removal process</li> </ul>	<ul style="list-style-type: none"> <li>Significant amounts of oil can remain on the shoreline for extended periods of time</li> </ul>
9. Sediment Tilling	Mechanical equipment or hand tools are used to till lightly to moderately oiled surface	<u>Equipment</u> 1 tractor fitted with tines, dicer, ripper blades, etc. or 1-4 rototillers or 1 set of hand tools <u>Personnel</u> 2-10	<ul style="list-style-type: none"> <li>Any sedimentary substrate that can support heavy equipment</li> <li>Sand and</li> </ul>	<ul style="list-style-type: none"> <li>Significant amounts of oil can remain on the shoreline for extended periods of time</li> <li>Disturbs surface</li> </ul>

	sediments to maximize natural degradation processes.	workers	gravel beaches with subsurface oil <ul style="list-style-type: none"> <li>• Where sediment is stained or lightly oiled</li> <li>• Where oil is stranded above normal high waterline</li> </ul>	sediments and organisms
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**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 Bioremediation	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"> <li>• Any shoreline habitat type where nutrients are deficient</li> <li>Moderate to heavily oiled substrates</li> <li>After other techniques have been used to remove free product on lightly oiled shorelines</li> <li>Where other techniques are destructive or ineffective</li> </ul>	<ul style="list-style-type: none"> <li>• Significant amounts of oil can remain on the shoreline for extended periods of time</li> <li>• Can disturb surface sediments and organisms</li> </ul>
11. Log/Debris Burning	Oiled logs, driftwood, vegetation, and debris are burned to	<u>Equipment</u> 1 set of fire control equipment 2-4 fans 1 supply of	<ul style="list-style-type: none"> <li>• On most habitats except dry muddy substrates</li> </ul>	<ul style="list-style-type: none"> <li>• Heat may impact local near-surface organisms</li> <li>• Substantial</li> </ul>

	<p>minimize material handling and disposal requirements. Material should be stacked in tall piles and fans used to ensure a hot, clean burn.</p>	<p>combustion promoter <u>Personnel</u> 2-4 workers</p>	<p>where heat may impact the biological productivity of the habitat</p> <ul style="list-style-type: none"> <li>• Where heavily oiled items are difficult or impossible to move</li> <li>• Many potential applications on ice</li> </ul>	<p>smoke may be generated</p> <ul style="list-style-type: none"> <li>• Heat may impact adjacent vegetation</li> </ul>
12. Natural Recovery	<p>No action is taken and oil is allowed to degrade naturally.</p>	<p>None required</p>	<ul style="list-style-type: none"> <li>• All habitat types</li> <li>• When natural removal rates are fast</li> <li>• Degree of oiling is light</li> <li>• Access is severely restricted or dangerous to cleanup crews</li> <li>• When cleanup actions will do more harm than natural removal</li> </ul>	<ul style="list-style-type: none"> <li>• Oil may persist for significant periods of time</li> <li>• Remobilized oil or sheens may impact other areas</li> <li>• Higher probability of impacting wildlife</li> </ul>
13. Dispersants	<p>Dispersants are used to reduce the oil/water interfacial tension thereby decreasing the energy needed for the slick to break into small particles and mix into the water column. Specially formulated products</p>	<p>Dispersants Boat or aircraft</p>	<ul style="list-style-type: none"> <li>• Water bodies with sufficient depth and volume for mixing and dilution</li> <li>• When the impact of the floating oil has been determined to be greater than the impact of</li> </ul>	<ul style="list-style-type: none"> <li>• Use in shallow water could affect benthic resources</li> <li>• May adversely impact organisms in the upper 30 feet of the water column</li> <li>• Some water-surface and shoreline impacts could occur</li> </ul>

	containing surface-active agents are sprayed from aircraft or boats onto the slick.		dispersed oil on the water-column community	
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 chemical cleaning products or appropriate bioremediation products. A checklist for evaluating different alternate strategies is present in **FIGURE 6.4-1**.

### 6.4.1 Dispersants

While physical removal is the most common method for eliminating spilled oil from the environment, mechanical removal may be limited by equipment capability, weather, sea conditions, and spill magnitude. An alternative strategy for reducing impacts from oil spills 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.

A dispersant is an agent (surfactant) which reduces the surface tension of the oil and water and allows them to mix more readily. In the presence of sufficient mixing energy supplied by waves, wind, or man-made turbulence, the oil can remain suspended in the water column resisting resurfacing and re-coalescing. Dispersants may be effective in areas where environmental or logistical considerations do not allow the deployment of cleanup equipment and personnel, and may reduce the overall level of effort and manpower requirement and personnel necessary for responding to major spills.

The Company will not use dispersants without the concurrence of the RRT. Dispersants will not be used without concurrence of the EPA and the state with jurisdiction over the affected waters. Refer to the NCP for dispersant use policies and procedures.

### 6.4.2 Bioremediation

Bioremediation is the process of stimulating the growth and activity of microorganisms such as bacteria and fungi that naturally feed on hydrocarbons. It is conducted as a means of accelerating the natural biodegradation rates of stranded or floating oil. Biodegradation is a natural process by which the above microorganism, in the presence of nutrients and oxygen, chemically breakdown hydrocarbons and other substances and produce by-products including carbon dioxide, water, biomass, and partially oxidized products.

Biodegradation, together with physical processes such as evaporation and dispersion, are the primary natural mechanisms for the removal of hydrocarbons (oil spills) from the environment. This process generally occurs at a very low rate but can often be enhanced by the application of nutrients such as nitrogen, phosphorus, potassium, and others.

There are, however, instances on open seas or shorelines where standard recovery or cleanup techniques are not practical or will result in significant environmental or physical impacts. In these cases, bioremediation may be a viable response option and should be considered for use. **FIGURE 6.4-2** provides a federal decision guide for bioremediation consideration.

### 6.4.3 In-Situ Burn

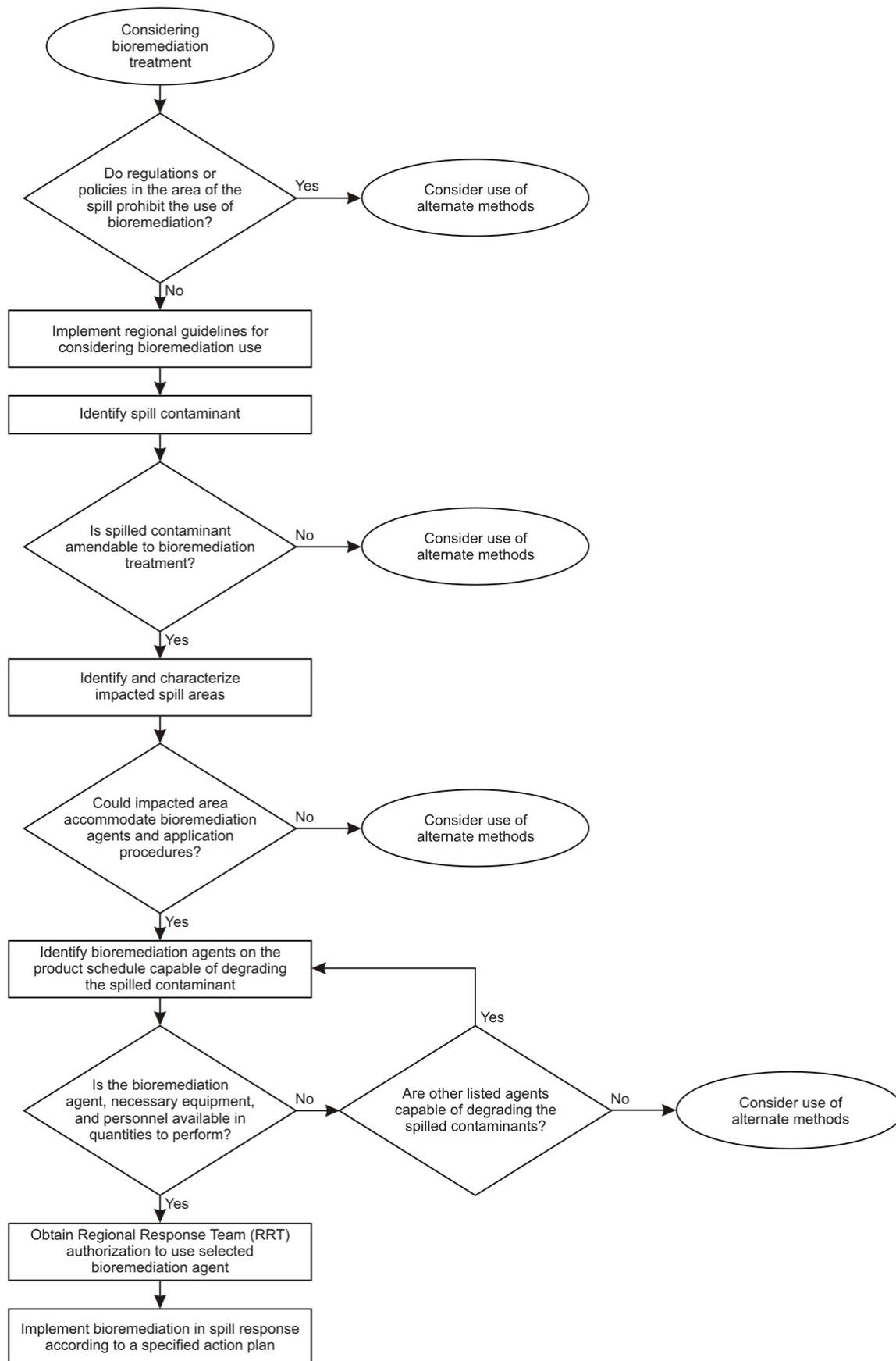
"In-Situ" burning has been successfully used as a viable technique for mitigating oil spills off shore and in a marsh type environment. This is especially true of areas that have mostly grassy vegetation with little or no woody vegetation. In a grassy marshland environment, an "In-Situ" burn may produce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

The company will not use In-Situ Burn without the concurrence of the FOSC and the Regional Response Team (RRT).

FIGURE 6.4-1 - ALTERNATE STRATEGIES CHECKLIST

Evaluate Alternate Strategies (oil spills only)	Initials	Date & Time Started	Date & Time Completed
No response			
In-situ burning			
Flood and flush			
Bioremediation/nutrient application			
Dispersants/surfactants			
Gelling/solidifying agents			
Sorbents			
Mechanical recovery			

FIGURE 6.4-2 - DECISION GUIDE FOR THE FEDERAL BIOREMEDIATION APPROVAL PROCESS



## 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.
- 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 3.1-4**.
- Wildlife rehabilitation specialists may be utilized to assist in capturing and rehabilitating oiled animals as well as deterring unaffected animals away from the spill site.
- U.S. Fish & Wildlife is to be notified and consulted in establishing incident-specific priorities for the protection of the resources provided. Sensitive resources identified include environmentally sensitive lands, freshwater environments, and areas of economic significance.

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
(No common name)	<i>Geocarpon minimum</i>	Grazing land	T	Louisiana
Bear, Louisiana black	<i>Ursus americanus luteolus</i>	Forest - mixed, woodland	T	Louisiana
Chaffseed, American	<i>Schwalbea americana</i>	Acidic, sandy or peaty soils in open pine flatwoods	E	Louisiana
Heelsplitter, Alabama (=inflated)	<i>Potamilus inflatus</i>	Sand, mud, silt, and sandy-gravel substrates	T	Louisiana
Manatee, West Indian	<i>Trichechus manatus</i>	Shallow coastal waters, estuaries, bays, rivers, and lakes	E	Louisiana
Mucket, pink (pearlymussel)	<i>Lampsilis abrupta</i>	Sand and gravel substrates	E	Louisiana
Pearlshell, Louisiana	<i>Margaritifera hembeli</i>	Small sandy creeks with stable sand and gravel substrates	T	Louisiana
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Sandy beaches, islands	T	Louisiana
Pocketbook, fat	<i>Potamilus capax</i>	Sand, mud, and fine gravel substrates	E	Louisiana
Quillwort,	<i>Isoetes louisianensis</i>	Shallow blackwater streams	E	Louisiana

Louisiana		in riparian woodland		
Sawfish, smalltooth	<i>Pristis pectinata</i>	Shallow coastal waters of tropical seas and estuaries; sheltered bays, on shallow banks, and in estuaries or river mouths	E	Louisiana
Sea turtle, green except where endangered	<i>Chelonia mydas</i>	Coasts, open sea	T	Louisiana
Sea turtle, hawksbill	<i>Eretmochelys imbricata</i>	Clear offshore waters off the mainland and on island shelves	E	Louisiana
Sea turtle, Kemp's ridley	<i>Lepidochelys kempii</i>	Sand/duneShallow areas with sandy and muddy bottoms	E	Louisiana
Sea turtle, leatherback	<i>Dermochelys coriacea</i>	Warm sands of tropical beaches	E	Louisiana
Sea turtle, loggerhead	<i>Caretta caretta</i>	Estuaries, coastal streams and salt marshes	T	Louisiana
Sturgeon, gulf	<i>Acipenser oxyrinchus desotoi</i>	Free-flowing riverine	T	Louisiana
Sturgeon, pallid	<i>Scaphirhynchus albus</i>	Free-flowing riverine	E	Louisiana

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE , CONTINUED

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Louisiana
Tortoise, gopher W of of Mobile/Tombigbee Rs.	<i>Gopherus polyphemus</i>	Grassland/herbaceous	T	Louisiana
Turtle, ringed map	<i>Graptemys oculifera</i>	Clean, clear, limestone, spring-fed rivers and their tributaries	T	Louisiana
Whale, finback	<i>Balaenoptera physalus</i>	Offshore ocean waters	E	Louisiana
Whale, humpback	<i>Megaptera novaeangliae</i>	Surface of the ocean	E	Louisiana

Woodpecker, red-cockaded	<i>Picoides borealis</i>	Open pine forests with large, widely-spaced older trees	E	Louisiana
(No common name)	<i>Geocarpon minimum</i>	Grazing land	T	Texas
Ambrosia, south Texas	<i>Ambrosia cheiranthifolia</i>	Grasslands and various mesquite-dominated shrublands	E	Texas
Amphipod, Peck's cave	<i>Stygobromus (=Stygonectes) pecki</i>	Subterranean springs	E	Texas
Ayenia, Texas	<i>Ayenia limitaris</i>	Dense subtropical woodlands	E	Texas
Bat, Mexican long-nosed	<i>Leptonycteris nivalis</i>	Caves or similar mines and tunnels	E	Texas
Bear, Louisiana black	<i>Ursus americanus luteolus</i>	Forest - mixed, woodland	T	Texas
Beetle, American burying	<i>Nicrophorus americanus</i>	Cropland/hedgerow	E	Texas
Beetle, Coffin Cave mold	<i>Batrisodes texanus</i>	Isolated caves within the Edwards Limestone Formation	E	Texas
Beetle, Comal Springs dryopid	<i>Stygoparnus comalensis</i>	Comal Springs	E	Texas
Beetle, Comal Springs riffle	<i>Heterelmis comalensis</i>	Gravel substrates and shallow riffles in spring runs	E	Texas
Beetle, Helotes mold	<i>Batrisodes venyivi</i>	Cavelike formations of Bexar County, Texas	E	Texas
Beetle, Kretschmarr Cave mold	<i>Texamaurops reddelli</i>	Edward's Plateau caves	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE , CONTINUED

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Beetle, Tooth Cave ground	<i>Rhadine persephone</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Bladderpod, white	<i>Lesquerella pallida</i>	Exposed calcareous Weches Formation outcrops	E	Texas

Bladderpod, Zapata	<i>Lesquerella thamnophila</i>	Open, evergreen thorn shrublands on gravelly to sandy loams	E	Texas
Cactus, black lace	<i>Echinocereus reichenbachii</i> var. <i>albertii</i>	Grassy openings on south Texas rangeland	E	Texas
Cactus, Chisos Mountain hedgehog	<i>Echinocereus chisoensis</i> var. <i>chisoensis</i>	Desert grasslands or sparsely vegetated shrublands on gravelly flats and terraces	T	Texas
Cactus, Lloyd's Mariposa	<i>Echinomastus mariposensis</i>	Arid, gravelly, limestone-derived soils on gentle slopes	T	Texas
Cactus, Nellie cory	<i>Coryphantha minima</i>	Rock crevices on novaculite outcrops	E	Texas
Cactus, Sneed pincushion	<i>Coryphantha sneedii</i> var. <i>sneedii</i>	Grasslands or lechuguilla-sotol shrublands on limestone outcrops and rocky slopes	E	Texas
Cactus, star	<i>Astrophytum asterias</i>	Sparse, fairly open brushland	E	Texas
Cactus, Tobusch fishhook	<i>Ancistrocactus tobuschii</i>	Sparse, fairly open brushland	E	Texas
Cat's-eye, Terlingua Creek	<i>Cryptantha crassipes</i>	Low hills and gentle slopes composed of a platy, yellowish limestone	E	Texas
Cory cactus, bunched	<i>Coryphantha ramillosa</i>	Chihuahuan Desert succulent scrub on rocky slopes, ledges, and gravelly flats	T	Texas
Crane, whooping except where EXPN	<i>Grus americana</i>	Cropland/hedgerow, grassland/herbaceous	E	Texas
Curlew, Eskimo	<i>Numenius borealis</i>	Cropland/hedgerow, grassland/herbaceous, tundra	E	Texas
Darter, fountain	<i>Etheostoma fonticola</i>	Springs and spring-fed streams in dense beds of aquatic plants	E	Texas
Dawn-flower, Texas prairie	<i>Hymenoxys texana</i>	Poorly drained, sparsely vegetated areas	E	Texas
Dogweed, ashy	<i>Thymophylla tephroleuca</i>	Fine sand or sandy-loam soils on level or rolling grasslands often shrub-invaded	E	Texas
Eagle, bald Sonoran Desert	<i>Haliaeetus</i>	Coastlines, rivers, lakes, wet prairies, and coastal	T	Texas

DPS	<i>leucocephalus</i>	pine lands		
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T - Threatened

E - Endangered

Texas Zone

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## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE , CONTINUED

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Falcon, northern aplomado	<i>Falco femoralis septentrionalis</i>	Open grassland or savannah with scattered trees or shrubs	E	Texas
Flycatcher, southwestern willow	<i>Empidonax traillii extimus</i>	Streamside thickets, brushy fields, and willows	E	Texas
Frankenia, Johnston's	<i>Frankenia johnstonii</i>	Arid, gravelly, limestone-derived soils on gentle slopes	E	Texas
Gambusia, Big Bend	<i>Gambusia gaigei</i>	Herbaceous wetlands	E	Texas
Gambusia, Clear Creek	<i>Gambusia heterochir</i>	Springs and outflow streams	E	Texas
Gambusia, Pecos	<i>Gambusia nobilis</i>	Herbaceous wetlands	E	Texas
Gambusia, San Marcos	<i>Gambusia georgei</i>	Herbaceous wetlands	E	Texas
Ground beetle, [unnamed]	<i>Rhadine exilis</i>	Burrows, under stones and in damp soil	E	Texas
Ground beetle, [unnamed]	<i>Rhadine infernalis</i>	Burrows, under stones and in damp soil	E	Texas
Harvestman, Bee Creek Cave	<i>Texella reddelli</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Harvestman, Bone Cave	<i>Texella reyesi</i>	Karst caves within the Edwards Limestone Formation	E	Texas
Harvestman, Cokendolpher Cave	<i>Texella cokendolpheri</i>	Subterranean obligate	E	Texas
Jaguarundi, Gulf Coast	<i>Herpailurus (=Felis) yagouaroundi cacomitli</i>	Tropical and subtropical forests	E	Texas
Ladies'-tresses, Navasota	<i>Spiranthes parksii</i>	Narrow band of vegetation called the Post-Oak	E	Texas

		Savannah		
Manatee, West Indian	<i>Trichechus manatus</i>	Shallow coastal waters, estuaries, bays, rivers, and lakes	E	Texas
Manioc, Walker's	<i>Manihot walkerae</i>	Tamaulipan grassland-thornscrub community	E	Texas
Meshweaver, Braken Bat Cave	<i>Cicurina venii</i>	Subterranean obligate	E	Texas
Meshweaver, Government Canyon Bat Cave	<i>Cicurina vespera</i>	Subterranean obligate	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE , CONTINUED

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Meshweaver, Madla's Cave	<i>Cicurina madla</i>	Subterranean obligate	E	Texas
Meshweaver, Robber Baron Cave	<i>Cicurina baronia</i>	Subterranean obligate	E	Texas
Minnow, Devils River	<i>Dionda diaboli</i>	Creek medium river	T	Texas
Oak, Hinckley	<i>Quercus hinckleyi</i>	Arid, rocky, limestone-derived soils or limestone outcrops	T	Texas
Ocelot	<i>Leopardus (=Felis) pardalis</i>	Forest, wetlands	E	Texas
Owl, Mexican spotted	<i>Strix occidentalis lucida</i>	Forest, woodlands	T	Texas
Phlox, Texas trailing	<i>Phlox nivalis ssp. texensis</i>	"In fire-maintained openings in upland longleaf pine savannas or	E	Texas
Pitaya, Davis' green	<i>Echinocereus viridiflorus var. davisii</i>	Flat hills on a specific substrate rich in quartz sand, in west Texas	E	Texas
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Wetlands	T	Texas
Pondweed, Little	<i>Potamogeton</i>	Pools and flowing streams with igneous-derived	E	Texas

Aguja (=Creek)	<i>clystocarpus</i>	alluvium.		
Poppy-mallow, Texas	<i>Callirhoe scabriuscula</i>	Grasslands, shin oak shrublands, or open oak or mesquite woodlands	E	Texas
Prairie-chicken, Attwater's greater	<i>Tympanuchus cupido attwateri</i>	Forest	E	Texas
Pseudoscorpion, Tooth Cave	<i>Tartarocreagris texana</i>	Dry caves within the Edwards Limestone Formation	E	Texas
Pupfish, Comanche Springs	<i>Cyprinodon elegans</i>	Spring-marsh complex, irrigation canals	E	Texas
Pupfish, Leon Springs	<i>Cyprinodon bovinus</i>	Spring-marsh complex, irrigation canals	E	Texas
Rush-pea, slender	<i>Hoffmannseggia tenella</i>	Sparsely vegetated openings within bluestem-sacahuista grasslands	E	Texas
Salamander, Barton Springs	<i>Eurycea sosorum</i>	Aquatic, rubble in the spring outflow at Barton Springs	E	Texas
Salamander, San Marcos	<i>Eurycea nana</i>	Clear spring water coming from the headwaters of the San Marcos River	T	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE , CONTINUED

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Salamander, Texas blind	<i>Typhlomolge rathbuni</i>	Subterranean streams of the Purgatory Creek system	E	Texas
Sand-verbena, large-fruited	<i>Abronia macrocarpa</i>	Deep, well-drained sands	E	Texas
Sawfish, smalltooth	<i>Pristis pectinata</i>	Shallow coastal waters of tropical seas and estuaries; sheltered bays, on shallow banks, and in estuaries or river mouths	E	Texas
Sea turtle, green except where endangered	<i>Chelonia mydas</i>	Coasts, open sea	T	Texas
		Clear offshore waters off		

Sea turtle, hawksbill	<i>Eretmochelys imbricata</i>	the mainland and on island shelves	E	Texas
Sea turtle, Kemp's ridley	<i>Lepidochelys kempii</i>	Shallow areas with sandy and muddy bottoms	E	Texas
Sea turtle, leatherback	<i>Dermochelys coriacea</i>	Warm sands of tropical beaches	E	Texas
Sea turtle, loggerhead	<i>Caretta caretta</i>	Estuaries, coastal streams and salt marshes	T	Texas
Shiner, Arkansas River Arkansas R. Basin	<i>Notropis girardi</i>	Unshaded channels of creeks and small to large rivers	T	Texas
Snail, Pecos assiminea	<i>Assiminea pecos</i>	Permanent, flowing, unpolluted, fresh to moderately saline water; Moist or saturated soil at stream or spring run margins with native vegetation growing in or adapted to aquatic or very wet environment, such as salt grass or sedges; and Stable water levels with natural diurnal and seasonal variation	E	Texas
Snake, Concho water	<i>Nerodia paucimaculata</i>	Bare rock/talus/scree	T	Texas
Snowbells, Texas	<i>Styrax texanus</i>	Praries and pastures	E	Texas
Spider, Government Canyon Bat Cave	<i>Neoleptoneta microps</i>	Subterranean obligate	E	Texas
Spider, Tooth Cave	<i>Leptoneta myopica</i>	Subterranean obligate	E	Texas
Sunflower, Pecos (=puzzle, =paradox)	<i>Helianthus paradoxus</i>	Desert wetlands	T	Texas
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Texas
Toad, Houston	<i>Bufo houstonensis</i>	Soft sandy soils; pine forest, mixed deciduous forest	E	Texas
Vireo, black-capped	<i>Vireo atricapillus</i>	Shrubland/chaparral	E	Texas

T - Threatened

E - Endangered

## 6.6 ENDANGERED AND THREATENED SPECIES BY STATE , CONTINUED

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Warbler (=wood), golden-cheeked	<i>Dendroica chrysoparia</i>	Woodlands with tall Ashe juniper, oaks, and other hardwood trees	E	Texas
Whale, finback	<i>Balaenoptera physalus</i>	Offshore ocean waters	E	Texas
Whale, humpback	<i>Megaptera novaeangliae</i>	Surface of the ocean	E	Texas
Wild-rice, Texas	<i>Zizania texana</i>	Gravelly, sandy to silty clays in relatively shallow water	E	Texas
Woodpecker, red-cockaded	<i>Picoides borealis</i>	Open pine forests with large, widely-spaced older trees	E	Texas

T - Threatened

E - Endangered

## 6.7 MAP FEATURE INDEX

MAP ID#	MAP NAME	FEATURE	NAME
1	Houston	School	(b) (3), (b) (7)(F)
2	Houston	School	
3	Houston	School	
4	Houston	School	
5	Houston	School	
6	Houston	School	
7	Houston	School	
8	Houston	School	
9	Houston	School	
10	Houston	School	
11	Houston	School	
12	Houston	School	
13	Houston	School	
14	Houston	School	
15	Houston	School	
16	Houston	School	

17	Houston	School	(b) (3), (b) (7)(F)	
18	Houston	School		
19	Houston	School		
20	Houston	School		
21	Houston	School		
22	Houston	School		
23	Houston	School		
24	Houston	School		
25	Houston	School		
26	Houston	School		
27	Houston	School		
28	Houston	School		
29	Houston	School		
30	Houston	School		
31	Houston	Hospital		
32	Houston	Hospital		
33	Houston	Water Intake		(b) (7)(F), (b) (3)
34	Houston	Water Intake		
35	Houston	Water Intake		

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MAP ID#	MAP NAME	FEATURE	NAME
36	Houston	Water Intake	(b) (7)(F), (b) (3)
37	Houston	Water Intake	
38	Houston	Water Intake	
39	Houston	Water Intake	
40	Houston	Water Intake	
41	Houston	Water Intake	
42	Houston	Water Intake	
43	Houston	Water Intake	
44	Houston	Water Intake	
45	Houston	Water Intake	
46	Houston	Water Intake	
47	Houston	Water Intake	
48	Houston	Water Intake	
49	Houston	Water Intake	

50	Houston	Water Intake	(b) (7)(F), (b) (3)
51	Houston	Water Intake	
52	Houston	Water Intake	
53	Houston	Water Intake	
54	Houston	Water Intake	
55	Houston	Water Intake	
56	Houston	Water Intake	
57	Houston	Water Intake	
58	Houston	Water Intake	
59	Houston	Park	RIVER TERRACE PARK
60	Houston	Park	MASON PARK
61	Houston	Park	HARTMAN PARK
62	Houston	Park	MAC GREGOR PARK
63	Houston	Park	MEM AVE PARK
64	Houston	Park	MILBY PARK
65	Houston	Park	SOUTHMAYO PARK
66	Houston	Park	SUNSET PARK
67	Houston	Park	YELLOWSTONE PARK
68	Houston	Park	SOUTH CREST PARK
69	Houston	Park	SUNNYSIDE PARK
70	Beaumont	Water Intake	(b) (7)(F), (b) (3)

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71	Beaumont	Water Intake	(b) (7)(F), (b) (3)
72	Anahuac	Water Intake	
73	Anahuac	Water Intake	
74	Anahuac	Water Intake	
75	Anahuac	Water Intake	
76	Anahuac	Water Intake	
		Water	

77	Anahuac	Intake	(b) (7)(F), (b) (3)
78	Anahuac	Water Intake	
79	Anahuac	Water Intake	
80	Anahuac	Water Intake	
81	Anahuac	Water Intake	
82	Anahuac	Water Intake	
83	Anahuac	Water Intake	
84	Anahuac	Water Intake	
85	Anahuac	Water Intake	
86	Anahuac	Water Intake	
87	Anahuac	Water Intake	
88	Anahuac	Water Intake	
89	Anahuac	Water Intake	
90	Anahuac	Water Intake	
91	Lake Charles	Water Intake	
92	Houston	Park	WALTER HALL PARK
93	Houston	Park	GLENBROOK PARK
94	Houston	Park	CHARLTON PARK
95	Houston	Park	REVEILLE PARK
96	Houston	Park	STRAWBERRY PARK
97	Houston	Park	DOW PARK
98	Houston	Park	GARDEN VILLAS PARK
99	Houston	Park	LAW PARK
100	Houston	Park	SIMS BAYOU PARK
101	Houston	Park	CRESTMONT PARK
102	Houston	Park	CLOVERLAND PARK
103	Houston	Park	HOWARD WARD PARK

104	Houston	School
105	Houston	School



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MAP ID#	MAP NAME	FEATURE	NAME
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107	Houston	School	(b) (3), (b) (7)(F)
108	Houston	School	(b) (3), (b) (7)(F)
109	Houston	School	(b) (3), (b) (7)(F)
110	Houston	School	(b) (3), (b) (7)(F)
111	Houston	School	(b) (3), (b) (7)(F)
112	Houston	School	(b) (3), (b) (7)(F)
113	Houston	School	(b) (3), (b) (7)(F)
114	Houston	School	(b) (3), (b) (7)(F)
115	Houston	School	(b) (3), (b) (7)(F)
116	Houston	School	(b) (3), (b) (7)(F)
117	Houston	School	(b) (3), (b) (7)(F)
118	Houston	School	(b) (3), (b) (7)(F)
119	Houston	School	(b) (3), (b) (7)(F)
120	Houston	School	(b) (3), (b) (7)(F)
121	Houston	School	(b) (3), (b) (7)(F)
122	Houston	School	(b) (3), (b) (7)(F)
123	Houston	School	(b) (3), (b) (7)(F)
124	Houston	School	(b) (3), (b) (7)(F)
125	Houston	School	(b) (3), (b) (7)(F)
126	Houston	Hospital	(b) (3), (b) (7)(F)
127	Houston	Hospital	(b) (3), (b) (7)(F)
128	Houston	Hospital	(b) (3), (b) (7)(F)
129	Houston	Water Intake	(b) (7)(F), (b) (3)
130	Galveston	School	(b) (3), (b) (7)(F)
131	Galveston	School	(b) (3), (b) (7)(F)
132	Galveston	School	(b) (3), (b) (7)(F)
133	Galveston	School	(b) (3), (b) (7)(F)
134	Galveston	School	(b) (3), (b) (7)(F)
135	Galveston	Water Intake	(b) (7)(F), (b) (3)
136	Galveston	Water Intake	(b) (7)(F), (b) (3)

137	Galveston	Water Intake	(b) (7)(F), (b) (3)
138	Galveston	Water Intake	
139	Angleton	Park	BRAZOS BEND STATE PARK
140	Angleton	Park	ELVA LOBIT PARK

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MAP ID#	MAP NAME	FEATURE	NAME
141	Angleton	Park	(b) (3), (b) (7)(F)
142	El Campo	School	
143	El Campo	School	
144	Port Lavaca	Water Intake	(b) (7)(F), (b) (3)
145	Beeville	Park	LIONS CITY PARK
146	Beeville	School	Texas A and M University Agricultural Research Station
147	George West	Water Intake	(b) (7)(F), (b) (3)
148	Corpus Christi	School	(b) (3), (b) (7)(F)
149	Corpus Christi	School	
150	Corpus Christi	School	
151	Corpus Christi	School	
152	Corpus Christi	School	
153	Corpus Christi	School	
154	Corpus Christi	School	
155	Corpus Christi	School	
156	Corpus Christi	School	
157	Corpus Christi	School	
158	Corpus Christi	School	

159	Corpus Christi	School	(b) (3), (b) (7)(F)
160	Corpus Christi	School	
161	Corpus Christi	School	
162	Corpus Christi	School	
163	Corpus Christi	School	
164	Corpus Christi	School	
165	Corpus Christi	School	
166	Corpus Christi	School	
167	Corpus Christi	Hospital	
168	Corpus Christi	Water Intake	(b) (7)(F), (b) (3)
169	Corpus Christi	Water Intake	
170	Corpus Christi	Water Intake	
171	Corpus Christi	Water Intake	
172	Corpus Christi	Water Intake	
173	Corpus Christi	Water Intake	
174	Falfurrias	School	(b) (3), (b) (7)(F)
175	Mc Allen	School	

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176	Mc Allen	Water Intake	(b) (7)(F), (b) (3)
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178	Mc Allen	Water Intake	
179	Mc Allen	Water Intake	
180	Mc Allen	Water Intake	

181	Mc Allen	Water Intake
182	Mc Allen	Water Intake
183	Mc Allen	Water Intake
184	Mc Allen	Water Intake
185	Mc Allen	Water Intake
186	Mc Allen	Water Intake
187	Mc Allen	Water Intake
188	Mc Allen	Water Intake

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### 6.8 DOT SENSITIVITY STUDY

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## 6.8 DOT SENSITIVITY STUDY, CONTINUED

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## 6.9 TGLO ESI ATLAS

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## SECTION 7

Last Revised: October 2014

## SUSTAINED RESPONSE ACTIONS

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7.1 Response Resources7.1.1 Response EquipmentFigure 7.1-1 - Regional Company and Response Contractor's Equipment List/Response Time7.1.2 Response Equipment Inspection and Maintenance7.1.3 Contractors, Contractor Equipment, and Labor7.1.4 Command PostFigure 7.1-2 - Command Post Checklist7.1.5 Staging Area7.1.6 Communications Plan**Figure 7.1-3 - Communications Checklist**7.2 Site Security MeasuresFigure 7.2-1 - Site Security Checklist7.3 Waste ManagementFigure 7.3-1 - Waste Management Flow ChartFigure 7.3-2 - General Waste Containment and Disposal Checklist7.3.1 StorageFigure 7.3-3 - Temporary Storage Methods7.4 Public AffairsFigure 7.4-1 - Media Incident Fact Sheet

## 7.1 RESPONSE RESOURCES

### 7.1.1 Response Equipment

Company and Contractor response equipment is provided in **FIGURE 7.1-1**.

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

\* USCG Classified OSRO

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
*Anderson Pollution Control, Inc. Conroe, Texas	Full complement of response equipment and clean-up personnel	1 hour(s)
*Garner Environmental Services Houston, Texas	Full complement of response equipment and clean-up personnel	2 hour(s)
*Miller Environmental Services, Inc. Corpus Christi, Texas	Full complement of response equipment and clean-up personnel	2 hour(s)
*T&T Marine Salvage Galveston, Texas	Full complement of response equipment and clean-up personnel	2 hour(s)
*U.S. Environmental Services (Tanko Services of Texas Corp.) Houston, Texas	Full complement of response equipment and clean-up personnel	2 hour(s)

### 7.1.2 Response Equipment Inspection and Maintenance

Currently the Company owns no response equipment.

### 7.1.3 Contractors, Contractor Equipment, and Labor

- The Company's primary response contractors' names and phone numbers, as well as other companies who can provide spill response services are provided in **SECTION 3**.
- The Company has ensured by contract 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 without USCG classification deploy and inspect boom to meet PREP guidelines. Company requires that these exercises are completed annually.
- **APPENDIX B** contains evidence of contracts for the Company's primary response contractors.

### 7.1.4 Command Post

In the event of a major spill, both an off-site Emergency Operations Center (EOC) and a Unified Command Post would be established. For a minor spill, only a Command Post would 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	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Ensure adequate space for size of staff.			
Ensure 24 hour accessibility.			
Ensure personal hygiene facilities.			
Ensure suitability of existing communications resources (phone/fax/radio).			
Ensure suitability of private conference and briefing rooms.			
Identify Command Post security requirements, safe location.			
Notify other parties of Command Post location; provide maps/driving directions.			
Determine staging areas and incident base locations.			
Identify future need to move, upgrade facilities.			

### 7.1.5 Staging Area

In a major spill response, numerous staging areas may be required to support containment and clean-up operations.

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

- Accessibility to impacted areas;
- Proximity to secure parking, airports, docks, pier, or boat launches; and
- Accessibility to large trucks and trailers which may be used to transfer equipment.

In addition, the staging area should:

- Be in a large open area in order to provide storage for equipment and not interfere with equipment loading and offloading operations.
- Have a dock/pier on site for deploying equipment.
- Have moorage available for vessels to aid the loading/offloading of personnel.

### 7.1.6 Communications Plan

Company owned communications equipment and quantities commonly used to address response communications are listed below:

- 25 Land-line telephones
- 25 Cellular phones
- 15 Radios
- 10 Fax
- 35 Computers

Normal Company communications to each facility are conducted via telephone lines, cellular telephones, two way radios, e-mail, and fax machines.

Additional communications equipment (VHF portable radios with chargers and accessories, command post with UHF, VHF, single sideband, marine, aeronautical, telephone, and hard-line capability) may be provided by the Company or leased from a communications company in the area. Communications with government agencies, state police, and contractors can be conducted on portable radios. Refer to **FIGURE 7.1-3** for guidelines to setup communications.

It is the responsibility of the Qualified Individual to provide an adequate communications system.

The Communications Plan, written at the time of an incident, will identify telephone numbers and radio frequencies used by responders. This may also involve activation of multiple types of communications equipment and coordination among multiple responding agencies and contractors.

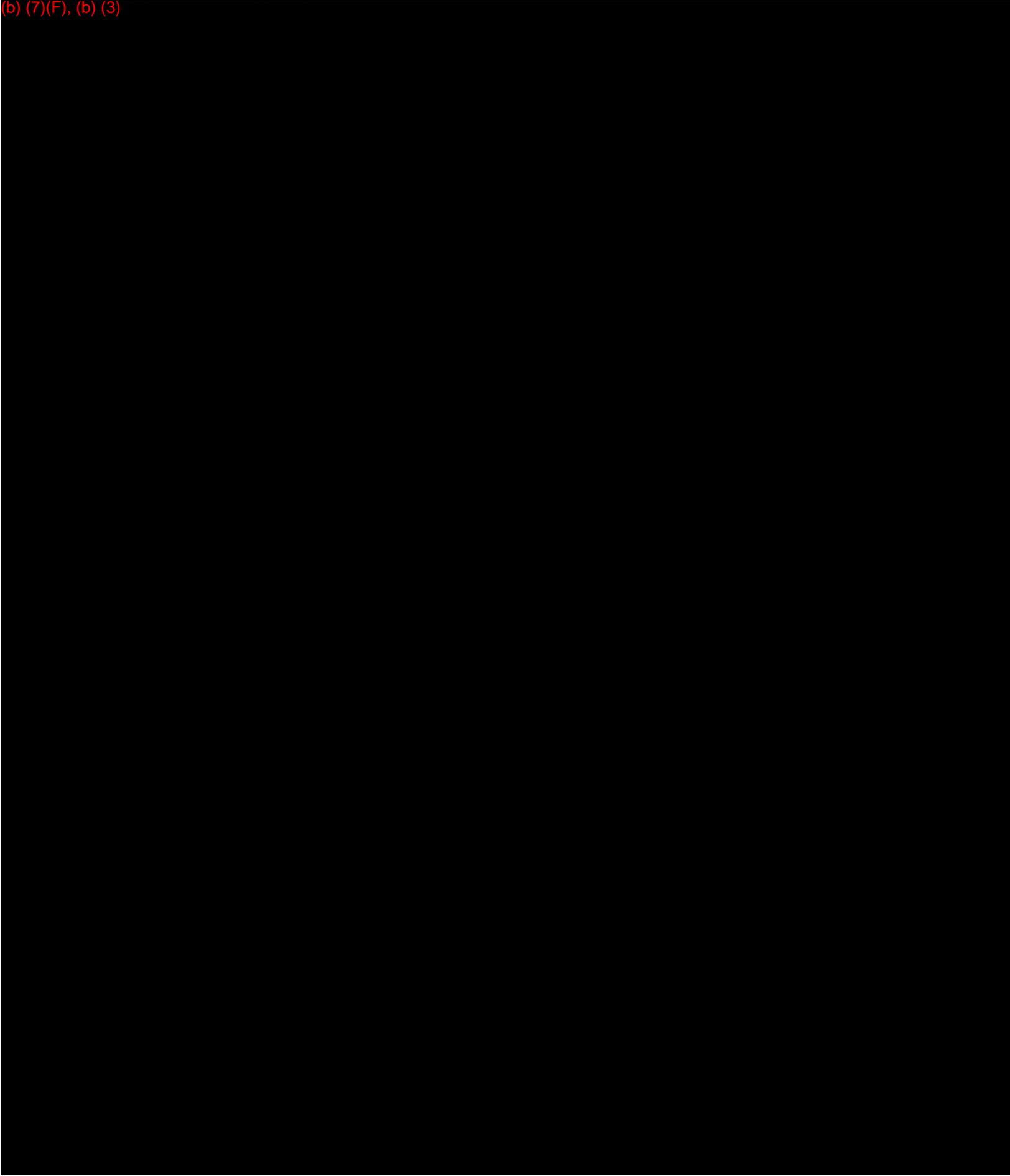
FIGURE 7.1-3 - COMMUNICATIONS CHECKLIST

COMMUNICATIONS CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Develop a Communications Plan.			
Ensure adequate phone lines per staff element - contact local provider.			
Ensure adequate fax lines - contact local provider.			
Internet access necessary?			
Ensure recharging stations for cellular phones.			
VHF radio communications: <ul style="list-style-type: none"> <li>• Establish frequencies</li> <li>• Assign call signs</li> <li>• Distribute radios</li> <li>• Establish communications schedule</li> </ul>			
Ensure recharging stations for VHF radios.			
Determine need for VHF repeaters.			
Ensure copy machine available.			
Ensure communications resource accountability.			
Ensure responders have capability to communicate with aircraft.			

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

7.2 SITE SECURITY MEASURES

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



### 7.3 WASTE MANAGEMENT

Initial oil handling and disposal needs may be overlooked in the emergency phase of a response, which could result in delays and interruptions of cleanup operations. Initially, waste management concerns should address:

- Equipment capacity,
- Periodic recovery of contained oil, and
- Adequate supply of temporary storage capacity and materials.

The following action items should be conducted during a spill response:

- Development of a Site Safety and Health Plan (**SECTION 5.3**) addressing the proper PPE and waste handling procedures.
- Development of a Disposal Plan (**SECTION 5.5**) in accordance with any federal, state, and/or local regulations.
- Continuous tracking of oil disposition in order to better estimate amount of waste that could be generated over the short and long-term.
- Organization of waste collection, segregation, storage, transportation, and proper disposal.
- Minimization of risk of any additional pollution.
- Regulatory review of applicable laws to ensure compliance and (if appropriate) obtain permits.
- Documentation of all waste handling and disposal activities.
- Disposal of all waste in a safe and approved manner.

Good hazardous waste management includes:

- Reusing materials when possible,
- Recycling or reclaiming waste, and
- Treating waste to reduce hazards or reducing amount of waste generated.

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

- Worker safety,
- Waste minimization,
- Cost effectiveness,

- Minimization of environmental impacts,

### 7.3 WASTE MANAGEMENT, CONTINUED

- Proper disposal, and
- Minimization of present and future environmental liability.

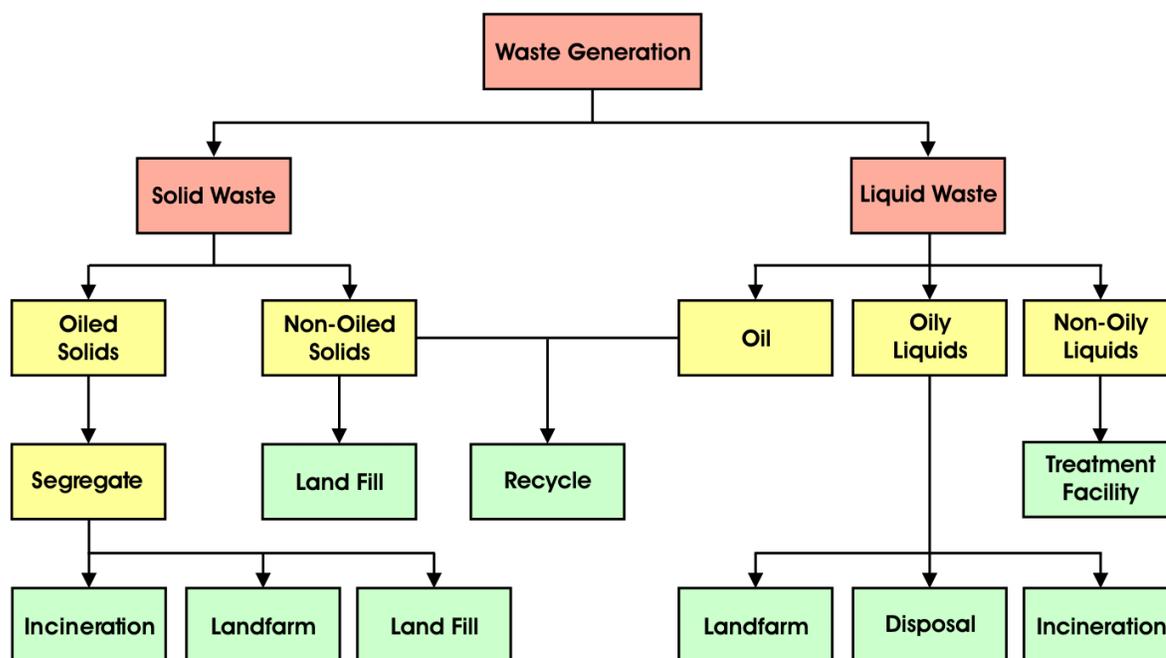
Solid wastes such as sorbents, PPE, debris, and equipment will typically be transported from the collection site to a designated facility for:

- Storage
- Waste segregation
- Packaging
- Transportation

Once this process is complete, the waste will be shipped off-site to an approved facility for required disposal.

A general flow chart for waste management guidelines is provided in **FIGURE 7.3-1**. An overall checklist for containment and disposal is provided in **FIGURE 7.3-2**.

**FIGURE 7.3-1 - WASTE MANAGEMENT FLOW CHART**



**FIGURE 7.3-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST**

CONSIDERATION	YES/NO/NA
Is the material being recovered a waste or reusable product?	
Has all recovered waste been containerized and secured so there is no potential for further leakage while the material is being stored?	
Has each of the discrete waste streams been identified?	
Has a representative sample of each waste stream been collected?	
Has the sample been sent to an approved laboratory for the appropriate analysis, (i.e. hazardous waste determination)?	
Has the appropriate waste classification and waste code number(s) for the individual waste streams been received?	
Has a temporary EPA identification number and generator number(s) been received, if they are not already registered with EPA?	
Have the services of a registered hazardous waste transporter been contracted, if waste is hazardous?	
If the waste is nonhazardous, is the transporter registered?	
Is the waste being taken to an approved disposal site?	
Is the waste hazardous or Class I nonhazardous?	
If the waste is hazardous or Class I nonhazardous, is a manifest being used?	
Is the manifest properly completed?	
Are all federal, state, and local laws/regulations being followed?	
Are all necessary permits being obtained?	
Has a Disposal Plan been submitted for approval/review?	
Has PPE and waste-handling procedures been included in the Site Safety and Health Plan to protect the health and safety of waste handling personnel?	

### 7.3.1 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 7.3-3](#). If storage containers such as bags or drums are used, the container should be clearly marked and/or color-coded to indicate the type of material or waste contained and/or the ultimate disposal option.

**FIGURE 7.3-3 - TEMPORARY STORAGE METHODS**

CONTAINMENT	PRODUCT						CAPACITY
	OIL	OIL/WATER	OIL/SOIL	OIL/DEBRIS (Small)	OIL/DEBRIS (Medium)	OIL/DEBRIS (Large)	
Drums	X	X	X				0.2-0.5 yd <sup>3</sup>
Bags		X	X	X			1.0-2.0 yd <sup>3</sup>

Boxes		X	X	X			1-5 yd <sup>3</sup>
Open top rolloff	X	X	X	X	X	X	8-40 yd <sup>3</sup>
Roll top rolloff	X	X	X	X	X	X	15-25 yd <sup>3</sup>
Vacuum box	X	X					15-25 yd <sup>3</sup>
Frac tank	X	X					500-20,000 gal
Poly tank	X	X					200-4,000 gal
Vacuum truck	X	X	X				2,000-5,000 gal
Tank trailer	X	X					2,000-4,000 gal
Barge	X	X					3,000+gal
Berm, 4 ft		X	X	X	X	X	1 yd <sup>3</sup>
Bladders	X	X					25 gal-1,500 gal

## 7.4 PUBLIC AFFAIRS

This section contains guidelines for dealing with the media during an emergency. The Incident Commander will play a key role in providing the initial public assessment and taking the first steps to provide the Company's public response. Information in this section includes:

- Guidelines for dealing with the media
- Media Incident Fact Sheet (**FIGURE 7.4-1**)

### GUIDELINES FOR DEALING WITH THE MEDIA

- You as a Company Manager are the most logical person for reporters to seek out for information
- Reporters will look elsewhere to find out what happened if you do not answer their questions; however, if you do not have this information or are not prepared to answer a particular question, say so then say when they can expect the answers to their questions (such as one hour)
- It is important to be courteous to all media representatives and to provide a safe place for them to wait until a company representative can meet them; you may need to provide an initial statement

---

#### Provide

- A brief, general description of what happened.
- Steps being taken to handle the emergency.

---

#### Don't provide

- Names of deceased or seriously injured employees until the

next of kin have been notified.

- Speculation about the cause of the emergency.
- Any statement implying personal or Company negligence.
- Number of injured or killed, if known.
- Cost estimates of damage

---

### **Other considerations**

- Safety considerations should always receive priority in determining access to company property
- Anticipate likely questions.
- There are only six questions that can be asked about any subject: who, what, when, where, why, and how.
- Keep answers short and understandable.
- Answer only the question that is asked by the reporter.
- Give the most important facts first.
- Talk to the public's concern about the incident such as whether these were deaths, injuries, any threat to the public, or danger of explosion or fire.
- If you don't know the answer to a question, don't be afraid to say "I don't know"; make note of the question and tell the reporter that you will try to get the answer for him - then do it.
- Don't be defensive.

### **Other considerations, continued:**

- There is no such thing as "Talking off the record"; assume that anything and everything you say to a reporter is going to be printed and/or used in the story.
- Avoid "What If?" or speculative questions; these questions should be answered with a restatement of the problem and what is being done to control it.
- Don't speculate about the cause of the incident.
- Don't minimize the situation.

FIGURE 7.4-1 - MEDIA INCIDENT FACT SHEET

What occurred:
When (time):
Where (location):
What are the hazards:
How is the situation being handled:
What agencies have been notified: <b>All necessary agencies have been notified.</b>
Has outside help been requested: <b>All necessary assistance has been requested.</b>
Is there danger to the plant:
Is there danger to the community:
What:
Is there an environmental hazard:
What is the environmental hazard:
What is being done to minimize environmental threat: <b>All appropriate actions to protect the environment are being taken.</b>
Is there a need for evacuation:

## SECTION 8

Last Revised: April 2008

## DEMOBILIZATION / POST-INCIDENT REVIEW

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8.1 Terminating the Response8.2 DemobilizationFigure 8.2-1 - Demobilization Checklist8.3 Post Incident ReviewFigure 8.3-1 - Emergency Response or Drill Form8.3.1 Final Spill Cleanup Report

## 8.1 TERMINATING THE RESPONSE

- A team of federal, state, and company personnel must certify that each area is clean before halting cleanup operations.
- Demobilize equipment and personnel at the first opportunity in order to reduce cost.
- Consider which resources should be demobilized first; for example, berthing expenses can be saved by demobilizing out-of-area contractors before local ones.
- Equipment may need both maintenance and decontamination before being demobilized.
- All facilities (staging area, Command Post, etc.) should be returned to their pre-spill condition before terminating operations.
- Determine what documentation should be maintained, where, and for how long.
- Contract personnel may be more susceptible to "suffering" injuries as they approach termination.
- Some activities 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

The Company can reduce costs considerably by developing a Demobilization Plan (**SECTION 5.7**). Therefore, emphasis must be placed on establishing efficient demobilization procedures. A Demobilization Checklist is provided in **FIGURE 8.2-1**.

FIGURE 8.2-1 - DEMOBILIZATION CHECKLIST

DEMOBILIZATION CHECKLIST	INITIALS	DATE/TIME STARTED	DATE/TIME COMPLETED
Assign personnel to identify surplus resources and probable release times.			
Establish demobilization priorities.			
Develop decontamination procedures.			
Initiate equipment repair and maintenance.			
Develop a Disposal Plan.			
Identify shipping needs.			
Identify personnel travel needs.			
Develop impact assessment and statements.			
Obtain concurrence of Planning and Operations			

Group Leaders before release of personnel or equipment.			
---------------------------------------------------------	--	--	--

### 8.3 POST INCIDENT REVIEW

All facility personnel involved in the incident shall be debriefed (by the Company) within 24 hours after termination of operations. The primary purpose of the post-incident review is to identify actual or potential deficiencies in the Plan and determine the changes required to correct the deficiencies. The post-incident review is also intended to identify which response procedures, equipment, and techniques were effective and which were not and the reason(s) why. This type of information is very helpful in the development of a functional Plan by eliminating or modifying those response procedures that are less effective and emphasizing those that are highly effective. This process should also be used for evaluating training drills or exercises. Key agency personnel that were involved in the response will be invited to attend the post-incident review. An Emergency Response or Drill Form is provided in **FIGURE 8.3-1**.

FIGURE 8.3-1 - EMERGENCY RESPONSE OR DRILL FORM

<b>LOCATION NUMBER:</b>		<b>LOCATION/FACILITY NAME:</b>	
<b>PIPELINE LOCATION:</b>			<b>COUNTY/PARISH:</b>
<b>DATE:</b>	<b>ATTENDANCE:</b>	<b>DRILL LENGTH:</b>	
<b>TYPE OF EXERCISE</b>			
<input type="checkbox"/> ACTUAL	<input type="checkbox"/> ANNOUNCED	<input type="checkbox"/> UNANNOUNCED	
<input type="checkbox"/> DEPLOYMENT	<input type="checkbox"/> NOTIFICATION	<input type="checkbox"/> TABLETOP	<input type="checkbox"/> FUNCTIONAL
<b>FREQUENCY OF EXERCISE</b>			
<input type="checkbox"/> QUARTER	<input type="checkbox"/> 1ST	<input type="checkbox"/> 2ND	<input type="checkbox"/> 3RD
	<input type="checkbox"/> ANNUAL DRILL	<input type="checkbox"/> SEMI-ANNUAL DRILL	
<b>PARTICIPANTS</b>			
<b>COMPANY/AGENCY</b>	<b>CONTACT PERSON</b>	<b>TIME</b>	<b>PHONE</b>
(IF MORE AGENCIES INVOLVED ATTACH LIST)			
<b>EXPLANATION OF SCENARIO:</b>			

**LESSONS LEARNED:****ANY DEFICIENCIES IDENTIFIED  
(Page 2)** YES NO**IF YES, CHANGES  
IMPLEMENTED?** YES NO**IF NO, ARE ACTION ITEMS ENTERED IN ONLINE ACTION ITEM TRACKING  
DATABASE FOR FOLLOW UP?**


---

 SIGNATURE, INCIDENT  
COMMANDER/PREPARER

FIGURE 8.3-1 - EMERGENCY RESPONSE OR DRILL FORM, CONTINUED

**YES   NO   NA**

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

- Medical - Was medical and/or first aid available and used properly?
- Documentation - Was all documentation gathered?

---

SIGNATURE, INCIDENT  
COMMANDER/PREPARER

### 8.3.1 Final Spill Cleanup Report

A final, comprehensive report shall be prepared by the Incident Commander or his designee after completion of spill cleanup activities for internal use. It should be written in the narrative form and include the information 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 what actually caused 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 major 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.
- All other relative information.

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# APPENDICES

## A. TRAINING / EXERCISES

## B. CONTRACTOR RESPONSE EQUIPMENT

## C. HAZARD EVALUATION AND RISK ANALYSIS

## D. CROSS REFERENCE

## E. ACRONYMS AND DEFINITIONS

## APPENDIX A TRAINING / EXERCISES

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### A.1 Exercise Requirements and Schedules

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

Figure A.1-2 - Exercise Requirements

Figure A.1-3 - Emergency Response or Drill Form

### A.2 Training Program

**Figure A.2-1 - Training Requirements**

Figure A.2-2 - PREP Training Program Matrix

Figure A.2-3 - Personnel Response Training Log

## A.1 EXERCISE REQUIREMENTS AND SCHEDULES

- The Company participates in the National Preparedness for Response Exercise Program (PREP).
- During each triennial cycle, all components of the Plan (**FIGURE A.1-1**) must be exercised at least once.
- The Area Manager is responsible for the following aspects:
  - Scheduling,
  - Maintaining records,
  - Implementing,
  - Evaluation of the Company's training and exercise program, and
  - Post-drill evaluation improvements.
- **FIGURE A.1-2** provides descriptions of exercise requirements. **FIGURE A.1-3** provides an Emergency Response or Drill Form.

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

CORE COMPONENTS	DESCRIPTION
1. Notifications	Test the notifications 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:	
• Unified Command	Demonstrate the ability of the spill response organization to work within a unified command.
• Response management system	Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.
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 all 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.1-2 - EXERCISE REQUIREMENTS

EXERCISE TYPE	EXERCISE CHARACTERISTICS
Facility/QI notification	<ul style="list-style-type: none"> <li>• Conducted quarterly.</li> <li>• Safety/PSM Coordinator initiates mock spill notification to QI.</li> <li>• Safety/PSM Coordinator documents time/date of notification, name, and phone number of individual contacted.</li> <li>• Document in accordance with form in <u>FIGURE A.1-3</u>.</li> </ul>
Equipment deployment	<ul style="list-style-type: none"> <li>• Conducted semiannually if company owns equipment.</li> <li>• Response contractors listed in the plan must participate in annual deployment exercise.</li> <li>• Document in accordance with form in <u>FIGURE A.1-3</u>.</li> </ul>
SMT tabletop	<ul style="list-style-type: none"> <li>• Conducted annually.</li> <li>• Tests SMT's response activities/responsibilities.</li> <li>• Notify the GLO and NRC.</li> <li>• Documents Plan's effectiveness.</li> <li>• Must exercise worst case discharge scenario once every three years.</li> <li>• Must test all Plan components at least once every three years.</li> </ul>

	<ul style="list-style-type: none"> <li>• Document in accordance with form in <u>FIGURE A.1-3.</u></li> </ul>
Unannounced	<ul style="list-style-type: none"> <li>• Company will either participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, if selected.</li> <li>• Company may take credit for participation in government initiated unannounced drill in lieu of drill required by PREP guidelines.</li> <li>• Plan holders 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.</li> </ul>
Area	<ul style="list-style-type: none"> <li>• An industry plan holder that participates in an Area Exercise would not be required to participate in another Area Exercise for a minimum of six years.</li> </ul>
<b>OTHER EXERCISE CONSIDERATIONS</b>	
Drill program evaluation procedures	<ul style="list-style-type: none"> <li>• Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later.</li> </ul>
Records of drills	<ul style="list-style-type: none"> <li>• Company will maintain exercise records for five years following completion of each exercise.</li> <li>• Records will be made available to applicable agencies upon request.</li> <li>• Company will verify appropriate records are kept for each spill response contractor listed in Plan as required by PREP guidelines (annual equipment deployment drill, triennial unannounced drill, etc.).</li> </ul>

**FIGURE A.1-3 - EMERGENCY RESPONSE OR DRILL FORM**

<b>LOCATION NUMBER:</b>		<b>LOCATION/FACILITY NAME:</b>	
<b>PIPELINE LOCATION:</b>		<b>COUNTY/PARISH:</b>	
<b>DATE:</b>	<b>ATTENDANCE:</b>	<b>DRILL LENGTH:</b>	
<b>TYPE OF EXERCISE</b>			
<input type="checkbox"/> ACTUAL	<input type="checkbox"/>	<input type="checkbox"/>	
	ANNOUNCED	UNANNOUNCED	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEPLOYMENT	NOTIFICATION	TABLETOP	FUNCTIONAL FULL SCALE

**FREQUENCY OF EXERCISE**

- QUARTER     1ST     2ND     3RD     4TH  
 ANNUAL DRILL     SEMI-ANNUAL DRILL

**PARTICIPANTS**

COMPANY/AGENCY	CONTACT PERSON	TIME	PHONE

(IF MORE AGENCIES INVOLVED ATTACH LIST)

**EXPLANATION OF SCENARIO:**

**LESSONS LEARNED:**

**ANY DEFICIENCIES IDENTIFIED**  
(Page 2)

- YES                       NO

**IF YES, CHANGES  
IMPLEMENTED?**

- YES                       NO

**IF NO, ARE ACTION ITEMS ENTERED IN ONLINE ACTION ITEM TRACKING  
DATABASE FOR FOLLOW UP?**

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

**FIGURE A.1-3 - EMERGENCY RESPONSE OR DRILL FORM, CONTINUED**

**YES   NO   NA**

- Notification - Were notification procedures followed and adequate?  
       Safety Respond - Was the scene approached properly?  
       Isolate and Deny Entry - Were zones, corridors, and evacuation routes used properly?

- Command - Was incident command established and used properly?
- Identification of Material - Was material identified in an appropriate time and manner?
- Assessment/Action Plan - Was written action plan developed and followed?
- Protective Equipment - Was PPE identified and used properly?
- Control - Were control techniques applied appropriately?
- Protective Actions - Were protective actions applied appropriately?
- Decontamination - Waste material(s) disposed of properly?
- Disposal - Waste material(s) disposed of properly?
- Termination - Was the incident terminated at the appropriate time, and all de-briefed?
- Medical - Was medical and/or first aid available and used properly?
- Documentation - Was all documentation gathered?

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SIGNATURE, INCIDENT  
COMMANDER/PREPARER

## A.2 TRAINING PROGRAM

**FIGURE A.2-1** provides training requirements for spill responders. **FIGURE A.2-2** provides the program matrix. **FIGURE A.2-3** provides a personnel response training log.

### FIGURE A.2-1 - TRAINING REQUIREMENTS

TRAINING TYPE	TRAINING CHARACTERISTICS
Training in use of spill response plan	<ul style="list-style-type: none"> <li>All field personnel will be trained to properly report/monitor spills.</li> <li>Plan will be reviewed annually with all employees and contract personnel.</li> <li>The Personnel Response Training Log is located in <b>FIGURE A.2-3</b>.</li> </ul>
OSHA training requirements	<ul style="list-style-type: none"> <li>All Company responders designated in Plan must have 24 hours of initial spill response training.</li> <li>Laborers having potential for minimal exposure must have 24 hours of initial oil spill response instruction and eight hours of actual field experience.</li> <li>Spill responders having potential exposure to hazardous substances at levels exceeding permissible exposure limits must have 40 hours of initial training offsite and 24 hours of actual</li> </ul>

	<p>field experience.</p> <ul style="list-style-type: none"> <li>• On-site management/supervisors required to receive same training as equipment operators/general laborers plus eight hours of specialized hazardous waste management training.</li> <li>• Managers/employees require eight hours of annual refresher training.</li> </ul>
Spill Management Team personnel training	<ul style="list-style-type: none"> <li>• See recommended PREP Training Program Matrix (<u>FIGURE A.2-2</u>).</li> </ul>
Training for casual laborers or volunteers	<ul style="list-style-type: none"> <li>• Company will not use casual laborers/volunteers for operations requiring HAZWOPER training.</li> </ul>
Wildlife	<ul style="list-style-type: none"> <li>• Only trained personnel approved by USFWS and appropriate state agency will be used to treat oiled wildlife.</li> </ul>
Training documentation and record maintenance	<ul style="list-style-type: none"> <li>• Training activity records will be retained five years for all personnel following completion of training.</li> <li>• Company will retain training records indefinitely for individuals assigned specific duties in the Plan.</li> <li>• Training records will be retained at each facility or pipeline office; Supervisor/Area Manager will document all applicable training.</li> </ul>

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	SPILL MANAGEMENT TEAM (SMT)	PIPELINE 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	X	X	X

familiarity with the material safety data sheets (MSDS), special handling procedures, health and safety hazards, spill and fire fighting procedures.			
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 OSRO's 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"> <li>• Command and control</li> <li>• Public information</li> <li>• Safety</li> <li>• Liaison with government agencies</li> <li>• Spill response operations</li> <li>• Planning</li> <li>• Logistics support</li> <li>• Finance</li> </ul>	X	X	X
The responsibilities and duties of each Spill Management Team (SMT) 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		

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

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	SPILL MANAGEMENT TEAM (SMT)	PIPELINE PERSONNEL
------------------	---------------------------	-----------------------------	--------------------

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
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 SMT.		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"> <li>Oil containment</li> <li>Oil recovery methods and devices</li> <li>Equipment limitations and uses</li> <li>Shoreline cleanup and protection</li> <li>Spill trajectory analysis</li> <li>Use of dispersants, in-situ burning, bioremediation</li> <li>Waste storage and disposal considerations</li> </ul>		X	
Hazard recognition and evaluation.		X	
Site safety and security procedures.		X	
Personnel management, as applicable to designated job responsibilities.		X	

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

TRAINING ELEMENT	QUALIFIED INDIVIDUAL	SPILL MANAGEMENT TEAM	PIPELINE PERSONNEL
------------------	----------------------	-----------------------	--------------------

	(QI)	(SMT)	
Procedures for directing the deployment and use of spill response equipment, as applicable to designated job responsibilities.		X	X
Specific procedures to shut down affected 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"> <li>• Tank overfill</li> <li>• Tank rupture</li> <li>• Piping or pipeline rupture</li> <li>• Piping or pipeline leak, both under pressure or not under pressure, if applicable</li> <li>• Explosion or fire</li> <li>• Equipment failure</li> <li>• Failure of secondary containment system</li> </ul>			X
QI's name and how to contact him or her.			X

FIGURE A.2-3 - PERSONNEL RESPONSE TRAINING LOG

NAME	RESPONSE TRAINING/DATE AND NUMBER OF HOURS	PREVENTION TRAINING/DATE AND NUMBER OF HOURS
------	--------------------------------------------	----------------------------------------------

APPENDIX B  
CONTRACTOR RESPONSE EQUIPMENT

Last Revised: October 2014

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B.1 Cooperatives and Contractors

B.1.1 OSRO Classification

Figure B.1-1 - Evidence of Contracts

**B.1 COOPERATIVES AND CONTRACTORS**

The Company has contracted with additional Oil Spill Removal Organizations (OSROs) to provide personnel and equipment in the event of a spill. The classification, response capabilities, and equipment are described below.

In the event of a discharge, which is beyond the initial response capabilities of the Local Response Team, contract manpower and equipment resources can be obtained through Oil Spill Removal Organization(s) (OSRO). These OSROs can provide manpower and containment/clean-up equipment for the response operation.

The resources will be secured from a Company approved contractor. Area Management will typically handle notification/implementation of these resources. **FIGURE 3.1-4** provides a quick reference to the Oil Spill Removal Organizations and details their response capability and estimated response times. Telephone reference is provided in **FIGURE 3.1-4**.

**B.1.1 OSRO Classification**

The OSRO classification process was developed by the U.S. Coast Guard (USCG) to provide guidelines to enable USCG and plan preparers to evaluate an OSRO's potential to respond to oil spills. Plan holders that utilize USCG classified OSRO services are not required to list response resources in their plans.

USCG CLASSIFICATION DEFINITIONS	
<ul style="list-style-type: none"> <li>MM - Maximum Most Probable Discharge (MMPD) Classification</li> </ul>	Only resources located at equipment sites capable of being mobilized and enroute to the scene of a spill within 2 hours of notification are counted toward M and W1 classifications.
<ul style="list-style-type: none"> <li>W1 - Worst Case Discharge Tier 1 Classification</li> </ul>	
<ul style="list-style-type: none"> <li>W2 - Worst Case Discharge Tier 2 Classification</li> </ul>	Any type resource, owned or contracted, dedicated or non-dedicated, is allowed for W2 and W3 classification.
<ul style="list-style-type: none"> <li>W3 - Worst Case Discharge Tier 3 Classification</li> </ul>	

The following is a listing of the USCG classified and unclassified OSROs within this Zone that may respond to incidents covered by this Plan. For a detailed listing of USCG classified OSROs and other contractors, refer to **FIGURE 3.1-4**.

OSRO	APPLICABLE COTP ZONE(S)	USCG CLASSIFICATIONS								RESPONSE TIME	
		Facilities				Vessels					
		MM	W1	W2	W3	MM	W1	W2	W3		
*Anderson Pollution Control, Inc. 1011 W. Lewis, Suite A Conroe Texas 77301-2219	Houston	River/Canal	✓	✓	✓		✓	✓	✓		1 hour(s)
		Inland	✓				✓				
		Open Ocean									
		Offshore									
		Nearshore									

		Great Lakes										
*Garner Environmental Services 1717 W. 13th Street Houston Texas	Houston		Facilities				Vessels				2 hour(s)	
			MM	W1	W2	W3	MM	W1	W2	W3		
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓		
		Inland	✓	✓	✓	✓	✓	✓	✓	✓		
		Open Ocean			✓	✓			✓	✓		
		Offshore			✓	✓			✓	✓		
		Nearshore			✓	✓			✓	✓		
		Great Lakes										
*Miller Environmental Services, Inc. 600 Flato Road Corpus Christi Texas	Corpus Christi		Facilities				Vessels				2 hour(s)	
			MM	W1	W2	W3	MM	W1	W2	W3		
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓		
		Inland			✓	✓	✓	✓	✓	✓		
		Open Ocean										
		Offshore										
		Nearshore										
		Great Lakes										
*T&T Marine Salvage 9723 Teichman Road Galveston Texas 77554	Houston-District 8		Facilities				Vessels				2 hour(s)	
			MM	W1	W2	W3	MM	W1	W2	W3		
		River/Canal	✓	✓	✓	✓	✓	✓	✓	✓		
		Inland	✓	✓	✓	✓	✓	✓	✓	✓		
		Open Ocean										
		Offshore	✓	✓			✓	✓	✓			
		Nearshore	✓	✓			✓	✓	✓			
		Great Lakes										

\* - Classified OSRO

The following is a listing of the USCG classified and unclassified OSROs within this Zone that may respond to incidents covered by this Plan. For a detailed listing of USCG classified OSROs and other contractors, refer to **FIGURE 3.1-4**.

OSRO	APPLICABLE COTP ZONE(S)	USCG CLASSIFICATIONS								RESPONSE TIME	
			Facilities				Vessels				
			MM	W1	W2	W3	MM	W1	W2	W3	
*U.S. Environmental Services (Tanko Services of Texas Corp.) 10234 Lucore St Houston	Houston	River/Canal			✓	✓	✓	✓	✓	✓	2 hour(s)
		Inland			✓		✓	✓			
		Open Ocean									
		Offshore									

Texas	Nearshore									
	Great Lakes									

\* - Classified OSRO

### FIGURE B.1-1 - EVIDENCE OF CONTRACTS

- [Anderson Pollution Control, Inc. - Contract](#)
- [Garner Environmental Services - Contract](#)
- [Miller Environmental Services, Inc. - Contract](#)
- [T&T Marine Salvage - Contract](#)
- [U.S. Environmental Services \(Tanko Services of Texas Corp.\) - Contract](#)

## APPENDIX C

Last Revised: July 2014

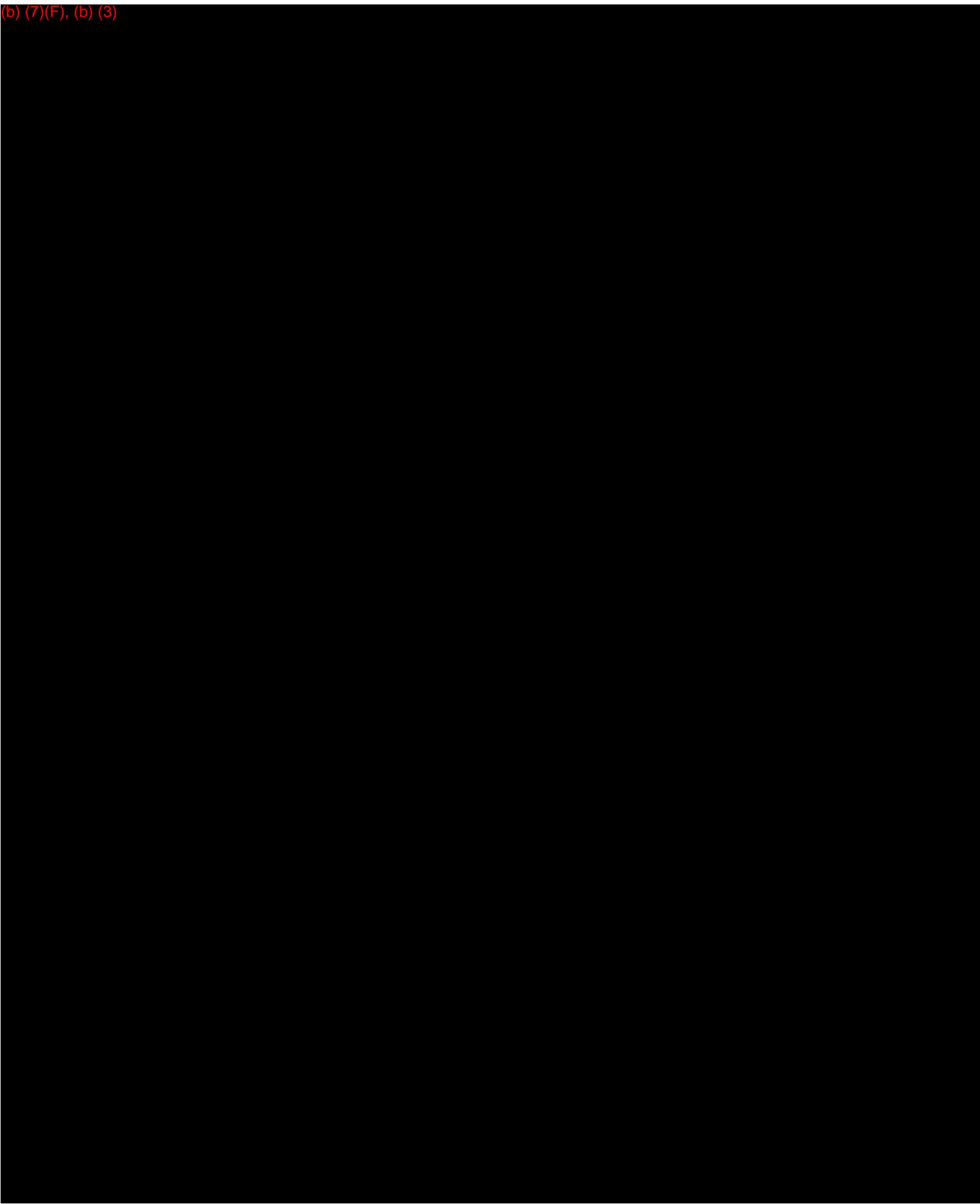
## HAZARD EVALUATION AND RISK ANALYSIS

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**C.1 Spill Detection/Prevention**C.1.1 Spill DetectionC.1.2 Spill PreventionC.1.3 Public Awareness Program**C.2 Worst Case Discharge Scenario****C.3 Planning Volume Calculations****C.4 Spill Volume Calculations****C.5 Pipeline - Abnormal Conditions****C.6 Product Characteristics and Hazards****Figure C.6-1- Summary of Commodity Characteristics**

## C.1 SPILL DETECTION/PREVENTION

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



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

### C.1.1 Spill Detection, Continued

#### **Visual detection by Company personnel**

Aerial patrol flights will be made 26 times a year not to exceed 21 days apart. If unable to fly area personnel will walk or drive the right-of-way. The intent of the patrol is to observe the area directly over the pipeline right-of-way for leaks, exposed pipes, washes, missing markers and other unusual conditions. Construction on either side of the pipeline right-of-way is also monitored.

Discharges to the land or surface waters may also be detected by Company

personnel during regular operations and inspections. Should a leak be detected, the appropriate actions are taken including but not limited to:

- Notifications as per **SECTION 3**.
- A preliminary assessment of the incident area.
- If appropriate, initiate initial response actions per **SECTION 2**.

**FIGURE 2-1** provides a checklist for initial response actions.

### **Visual detection by the public**

Right-of-way marker signs are installed and maintained at road crossing and other noticeable points and provide an Operations Control 24-hour number for reporting emergency situations. The Company also participates in the "call before you dig" or "One Call" utility notification services which can be contacted to report a leak and determine the owner/operator of the pipeline. If the notification is made to a local office or pump station, the Company representative receiving the call will generally implement the following actions:

- Notify the Pipeline Control and region/designated office.
- Dispatch Company field personnel to the site to confirm discharge and conduct preliminary assessment.
- Notify their immediate supervisor and provide assessment results.

### **Pipeline shutdown**

If any of these situations are outside the expected values, abnormal conditions are considered to exist. If abnormal conditions exist, Pipeline Control will take the appropriate actions to ensure that a release does not occur. If a discharge has occurred, Pipeline Control will take actions to limit the magnitude. In either case, appropriate actions taken by Company personnel could include, but are not limited to:

- Shut down affected line segment if there is an indication of a leak.
- Isolate line segment.
- Depressurize line.
- Start internal and external notifications.
- Mobilize additional personnel, as required.

### **C.1.2 Spill Prevention**

Programs designed to prevent emergencies include:

- Corrosion control programs

- Preventative maintenance programs
- Controller training programs
- Operator training programs
- 24-hour emergency telephone numbers
- Supervisory control and data acquisition (SCADA) systems
- Pipeline inspection programs
- Emergency response drills
- Maintaining containment systems around tankage
- Membership in one-call organizations
- Public awareness programs
- Pipeline markers

The purpose of these programs is to prevent or mitigate a potential release and subsequent emergency response.

### **C.1.3 Public Awareness Program**

It is Company policy to maintain an active role in helping to prevent emergencies and consequently lessen the resulting damage. The following programs are in place to help reduce the possibility of an emergency involving a third party, which is in most cases the public. The responsibility for implementing these programs belongs to both the local operations and Maintenance Team Leaders and the Tulsa, OK support group.

**One-Call Systems** - Enterprise participates in all applicable one call systems. A one call system is established, usually on a state wide basis, to prevent excavation damage (and subsequent releases) to underground facilities. An excavator, prior to digging, informs the one call operator of the location of the excavation and the one call system, in turn, notifies the owners and operators of underground facilities located within the area of the excavations. The underground facilities are then field located and staked to prevent excavation damage.

**Signs** - Enterprise maintains pipeline markers along the route of the pipeline, at pump stations, terminals, pipeline junctions, river crossings and road crossings. The pipeline markers are visible to the public and contain information about the type of pipeline, operator and emergency phone numbers.

**Maps** - Pipeline maps are forwarded to developers, local governmental agencies and other interested parties upon request.

**Right-Of-Way Clearing** - Enterprise has a policy of continuously identifying and clearing the right-of-way (ROW) of the pipeline. This not only helps maintain the pipeline but improves the public's awareness and helps locate the pipelines in emergency situations.

Public Meetings - Enterprise is a member of the Pipeliner's Association and periodically meets with local fire, police, and emergency response groups to inform them about the pipelines and the products shipped.

Air Patrol - The pipeline systems are inspected by aerial patrol at least 26 times each year at intervals that do not exceed three (3) weeks. These aerial patrols are performed for the purposes of locating construction over or near the pipeline, locating encroachments, and identifying areas where a spill or release may have occurred.

## C.2 WORST CASE DISCHARGE SCENARIO

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**. The following sections are discussions of these scenarios.

**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 the Pipeline Control and notifications would be initiated in accordance with **FIGURE 2-1**. Pipeline Control will contact the Qualified Individual.
2. The Qualified Individual 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** and evacuate personnel as needed in accordance with **SECTION 2**.
  - Direct pipeline responders to shut down ignition sources.
  - Direct pipeline personnel to position resources in accordance with **SECTION 2.4**.
  - Complete Preliminary Incident Report Form in accordance with **SECTION 3** and notify 3E Company.
  - Ensure regulatory agencies are notified.
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 Spill Management Team. However, for a large spill, the Qualified Individual would assume the role of Incident Commander and would activate the entire Spill 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 2.3**.
5. The Incident Commander would then utilize checklists in **SECTION 4** as a reminder of issues to address. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.
6. The Spill Management Team would develop the following plans, as appropriate (some of these plans may not be required during a small or medium spill):
  - Site Safety and Health
  - Incident Action
  - Disposal
  - Site Security
  - Decontamination
  - Demobilization

Plan templates are included in **SECTION 5**.
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 CALCULATIONS

#### DOT/PHMSA portion of pipeline/facilities

The worst case discharge (WCD) for the DOT portion of the pipeline and facilities, as defined in 49 CFR 194.105(b), as the largest volume of the following:

1. The pipeline's maximum shut-down response time in hours (based on historic discharge data or in the absence of such data, the operators 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 are allowed to reduce the worst case discharge volume derived from 49 CFR 194.105(b)(3) by no more than 75% if an operator is taking certain spill prevention measures for their breakout tanks and presents supporting information in the response plan. An operator can reduce the worst case discharge volume based on breakout tanks in the response zones 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%
Automatic high-level alarms/shutdowns 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%

\* Note: The facilities do not have tertiary containment.

**The worst case discharge for each response zone was based on the largest volume of the three criteria given above.**

The line sections with the highest throughput and largest drainage volume between block valves on pump stations were chosen to calculate the pipeline worst case discharge. Although the entire discharge volume of each line was used for the worst case discharge, in an actual spill event, it would take days to drain the line completely. The line would be sealed early in the response effort.

All of the breakout tanks in the pipeline system are within adequate secondary containment, therefore, the discharge volumes for the largest tank was determined by adjusting the total tank volume downward by 50% per the company guidelines.

Considering the volume of release from a line break compared to that of historic discharge in each zone and to the volumes released from a tank failure, the tank failure was found to represent the worst case scenario.

The maximum historic discharge is not applicable for WCD covered by this plan. Given below are the tank and pipeline WCD calculations for this plan.

LOCATION	VOLUME (BBLs)
(b) (7)(F), (b) (3)	

The line sections with the highest throughput and largest drainage volume between block valves on pump stations were chosen to calculate the pipeline worst case discharge. Although the entire discharge volume of each line was used for the worst case discharge, in an actual spill event, it would take days to drain the line completely. The line would be sealed early in the response effort.

The maximum historic discharge is not applicable for WCD covered by this plan.

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

## C.5 PIPELINE - ABNORMAL CONDITIONS

Because PHMSA considers the "substantial threat" term in 49 CFR Part 194.115(a) equivalent to the "abnormal conditions" term under 49 CFR Part 195.402(d), procedures to identify events and conditions that can pose a threat of worst case discharge, and actions to take for preventing and mitigating such events and conditions are described in the System Integrity Plan.

## C.6 PRODUCT CHARACTERISTICS AND HAZARDS

Pipeline systems described in this plan may transport various types of commodities including but not limited to:

- Natural gasoline

The key chemical and physical characteristics of each of these oils and/or other small quantity products/chemicals are identified in MSDS. MSDS can be obtained by the facility via fax from the MSDS Hotline (**FIGURE 3.1-4**). Telephone information concerning the potential hazards can also be obtained from the hotline.

**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
Natural gasoline	Appropriate product name	1	3	C	0	Long term, repeated exposure may cause cancer, blood, kidney and nervous system damage, and contains benzene.
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			Reactivity Hazard	4 = May Detonate at Room Temperature 3 = May Detonate with Heat or Shock 2 = Violent Chemical Change with High	

H<sub>2</sub>S = Hydrogen Sulfide  
P = Contents under Pressure  
T = Hot Material

Temperature and Pressure  
1 = Not Stable if Heated  
0 = Stable

APPENDIX D  
CROSS-REFERENCES

Last Revised: October 2008

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DOT/PHMSA Cross-Reference

TGLO Cross-Reference

## DOT/PHMSA CROSS-REFERENCE

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION*
<b>Information Summary</b>	
<ul style="list-style-type: none"> <li>• For the core plan:</li> </ul>	
<ul style="list-style-type: none"> <li>◦ Name and address of operator</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>◦ 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)</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>• For each Response Zone appendix:</li> </ul>	
<ul style="list-style-type: none"> <li>◦ Information summary for core plan</li> </ul>	<u>Section 1</u>
<ul style="list-style-type: none"> <li>◦ QI names and telephone numbers, available on 24-hr basis</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>◦ Description of Response Zone, including county(s) and state(s) in which a worst case discharge could cause substantial harm to the environment</li> </ul>	<u>Section 1</u>
<ul style="list-style-type: none"> <li>◦ List of line sections contained in Response Zone, identified by milepost or survey station or other operator designation</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>◦ Basis for operator?s determination of significant and substantial harm</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>◦ The type of oil and volume of the worst case discharge</li> </ul>	<u>Appendix C</u>
<ul style="list-style-type: none"> <li>• 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</li> </ul>	<u>Section 1.3, Appendix B</u>
<b>Notification Procedures</b>	
<ul style="list-style-type: none"> <li>• Notification requirements that apply in each area of operation of pipelines covered by the plan, including applicable state or local requirements</li> </ul>	<u>Section 3</u>
<ul style="list-style-type: none"> <li>• Checklist of notifications the operator or Qualified Individual is required to make under the response plan, listed in the order of priority</li> </ul>	<u>Section 3.1</u>

Name of persons (individuals or organizations) to be notified of discharge, indicating whether notification is to be performed by operating personnel or other personnel	<a href="#">Section 3.1, Figure 3.1-4</a>
• Procedures for notifying Qualified Individuals	<a href="#">Figure 3.1-1, Figure 4.1, Section 4.5</a>
• Primary and secondary communication methods by which notifications can be made	<a href="#">Section 7.1.6</a>

## DOT/PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
<ul style="list-style-type: none"> <li>• Information to be provided in the initial and each follow-up notification, including the following: <ul style="list-style-type: none"> <li>◦ Name of pipeline</li> <li>◦ Time of discharge</li> <li>◦ Location of discharge</li> <li>◦ Name of oil recovered</li> <li>◦ Reason for discharge (e.g. material failure, excavation damage, corrosion)</li> <li>◦ Estimated volume of oil discharged</li> <li>◦ Weather conditions on scene</li> <li>◦ Actions taken or planned by persons on scene</li> </ul> </li> </ul>	<a href="#">Figure 3.1-2</a>
<b>Spill Detection and On-Scene Spill Mitigation Procedures</b>	
<ul style="list-style-type: none"> <li>• Methods of initial discharge detection</li> </ul>	<a href="#">Appendix C.1</a>
<ul style="list-style-type: none"> <li>• 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</li> </ul>	<a href="#">Section 2</a>
<ul style="list-style-type: none"> <li>• List of equipment that may be needed in response activities based on land and navigable waters including: <ul style="list-style-type: none"> <li>◦ Transfer hoses and pumps</li> <li>◦ Portable pumps and ancillary equipment</li> <li>◦ Facilities available to transport and receive oil from a leaking pipeline</li> </ul> </li> </ul>	<a href="#">Section 7.1.1, Appendix B</a>
<ul style="list-style-type: none"> <li>• Identification of the availability, location, and contact phone numbers to obtain equipment for response activities on a 24-hour basis</li> </ul>	<a href="#">Figure 3.1-4, Appendix B</a>
<ul style="list-style-type: none"> <li>• Identification of personnel and their location, telephone numbers, and responsibilities for use of equipment in response activities on a 24-hour basis</li> </ul>	<a href="#">Figure 3.1-4, Appendix B</a>
<b>Response Activities</b>	

<ul style="list-style-type: none"> <li>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</li> </ul>	<u>Section 2, Section 4.5, Appendix B</u>
<ul style="list-style-type: none"> <li>Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan</li> </ul>	<u>Section 4.5</u>
<ul style="list-style-type: none"> <li>Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions</li> </ul>	<u>Section 4.4, Section 4.5</u>
<ul style="list-style-type: none"> <li>Oil spill response organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum extent practicable</li> </ul>	<u>Appendix B</u>
<ul style="list-style-type: none"> <li>For each organization identified under paragraph (d), a listing of: <ul style="list-style-type: none"> <li>Equipment and supplies available</li> <li>Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response</li> </ul> </li> </ul>	<u>Appendix B</u>

## DOT/PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
<b>List of Contacts</b>	
<ul style="list-style-type: none"> <li>List of persons the Plan requires the operator to contact</li> </ul>	<u>Figure 3.1-1</u>
<ul style="list-style-type: none"> <li>Qualified individuals for the operator's areas of operation</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>Applicable insurance representatives or surveyors for the operator's areas of operation</li> </ul>	<u>Figure 3.1-1</u>
<ul style="list-style-type: none"> <li>Persons or organizations to notify for activation of response resources</li> </ul>	<u>Figure 3.1-1</u>
<b>Training Procedures</b>	
<ul style="list-style-type: none"> <li>Description of training procedures and programs of the operations</li> </ul>	<u>Appendix A.2</u>
<b>Drill Procedures</b>	
<ul style="list-style-type: none"> <li>Announced and unannounced drills</li> </ul>	<u>Appendix A.1</u>
<ul style="list-style-type: none"> <li>Types of drills and their frequencies; for example:</li> </ul>	<u>Appendix A.1</u>

<ul style="list-style-type: none"> <li>◦ Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly</li> <li>◦ Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly</li> <li>◦ Shore-based Spill Management Team (SMT) tabletop drills conducted yearly</li> <li>◦ Oil spill removal organization field equipment deployment drills conducted yearly</li> <li>◦ A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years</li> </ul>	
<b>Response Plan review and update procedures</b>	
<ul style="list-style-type: none"> <li>• Procedures to meet ?194.121</li> </ul>	<u>Section 1.2</u>
<ul style="list-style-type: none"> <li>• Procedures to review plan after a worst case discharge and to evaluate and record the plan?s effectiveness</li> </ul>	<u>Section 1.2, Appendix C</u>
<b>Response zone appendices</b>	
Each response zone appendix would provide the following information:	
<ul style="list-style-type: none"> <li>• Name and telephone number of the qualified individual</li> </ul>	<u>Figure 1-3</u>
<ul style="list-style-type: none"> <li>• Notification procedures</li> </ul>	<u>Section 3</u>
<ul style="list-style-type: none"> <li>• Spill detection and mitigation procedures</li> </ul>	<u>Section 2.1, Appendix C</u>
<ul style="list-style-type: none"> <li>• Name, address, and telephone number of oil spill response organization</li> </ul>	<u>Figure 3.1-4, Appendix B</u>
<ul style="list-style-type: none"> <li>• Response activities and response resources including: <ul style="list-style-type: none"> <li>◦ Equipment and supplies necessary to meet ?194.115</li> <li>◦ 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</li> </ul> </li> </ul>	<u>Appendix A, Appendix B</u>

## DOT/PHMSA CROSS-REFERENCE, CONTINUED

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
<ul style="list-style-type: none"> <li>• Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities</li> </ul>	<u>Figure 3.1-4</u>
<ul style="list-style-type: none"> <li>• Worst case discharge volume</li> </ul>	<u>Appendix C</u>

<ul style="list-style-type: none"> <li>Method used to determine the worst case discharge volume, with calculations</li> </ul>	<a href="#">Appendix C</a>
<ul style="list-style-type: none"> <li>A map that clearly shows: <ul style="list-style-type: none"> <li>Location of worst case discharge</li> <li>Distance between each line section in the Response Zone: <ul style="list-style-type: none"> <li>Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section</li> <li>Each potentially affected environmentally sensitive area within a radius of one mile of the line section</li> </ul> </li> </ul> </li> </ul>	<a href="#">Section 6</a>
<ul style="list-style-type: none"> <li>Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified</li> </ul>	<a href="#">Figure 1-3</a> , <a href="#">Figure 1-4</a> , <a href="#">Figure 1-5</a>
<ul style="list-style-type: none"> <li>For every oil transported by each pipeline in the response zone, emergency response data that: <ul style="list-style-type: none"> <li>Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods</li> <li>Meet 29 CFR 1910.1200 or 49 CFR 172.602</li> </ul> </li> </ul>	<a href="#">Appendix C</a>

### TGLO CROSS-REFERENCE

OIL SPILL PREVENTION AND RESPONSE (31 TAC §19)		LOCATION
<i>Required elements for all facility classifications</i>		
19.13(c)(1)	Owner and operator of the facility	<a href="#">Figure 1-3</a>
19.13(c)(2)	The person or persons in charge of the facility	<a href="#">Figure 1-3</a>
19.13(c)(3)	The name and address (both physical and mailing) of the facility	<a href="#">Figure 1-3</a>
19.13(c)(4)(A)	The location of the facility by latitude and longitude	n/a pipeline
19.13(c)(4)(B)	The facility's primary activity	<a href="#">Figure 1-3</a>
19.13(c)(4)(C)	The types of oil handled, whether MSDS have been prepared for them and the location of where the MSDS are maintained	<a href="#">Figure 1-3</a> , <a href="#">Appendix C.6</a>
19.13(c)(4)(D)	The storage capacity of each tank used for storing oil	<a href="#">Section 2.7</a>
19.13(c)(4)(E)	The diameter of all lines through which oil is transferred	<a href="#">Figure 1-3</a>
19.13(c)(4)(F)	The average daily throughput of oil at the facility	n/a pipeline
19.13(c)(4)(E)	The dimensions and capacity in barrels of the largest oil-handling vessel which docks at the facility	n/a

19.13(c)(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 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	<u>Figure A.1-2, Figure 3.1-4</u>
19.13(c)(6)	A general description of measures taken by the facility to prevent unauthorized discharges of oil	<u>Appendix C.1</u>
19.13(c)(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	<u>Figure A.1-2</u>
19.13(c)(8)	Emergency transfer procedure to be implemented if an actual or threatened unauthorized discharge of oil occurs at the facility	<u>Figure 2-1, Appendix C.1</u>
19.13(c)(9)	Strategic plans to contain and clean up authorized discharges of oil from the facility	<u>Section 6.2, Figure 6.2-1</u>
19.13(c)(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	<u>Section 6.4</u>
19.13(c)(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	<u>Section 7.1, Appendix B</u>

### TGLO CROSS-REFERENCE, CONTINUED

OIL SPILL PREVENTION AND RESPONSE (31 TAC §19)		LOCATION
<i>Required elements for facilities classified as intermediate (&gt;1,320 gallons, &lt;250,000 gallons)</i>		
19.13(d)(1)	A description of the worst case unauthorized discharge of oil reasonably likely to occur at the facility and the rationale used to determine this discharge	<u>Appendix C.4</u>
19.13(d)(2)	A description and map of environmentally sensitive areas that would be impacted by the worst case discharge and plans for protecting these areas if an oil spill occurs at the facility	<u>Section 6.8</u>
19.13(d)(3)	A description of the facility's response strategies to contain and clean up the worst case unauthorized discharge	<u>Figure 6.3-2</u>

19.13(d)(4)	A description of discharge prevention procedures implemented at the facility, including procedures to prevent discharges from transfers of oil	<u>Appendix C.1.2</u> , <u>Appendix C.1.3</u>
19.13(d)(5)(A)	A plan to conduct an annual oil spill drill that includes notifying the GLO and National Response Center	<u>Figure A.1-2</u>
19.13(d)(5)(B)	A plan for 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	<u>Figure 3.1-1</u> , <u>Figure 3.1-4</u>
19.13(d)(5)(C)	If the facility has spill response equipment stored on site, a plan for 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	n/a
19.13(d)(5)(D)	A log documenting when the annual drill was conducted and the facility personnel who participated in it	<u>Figure A.1-3</u>
19.13(d)(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 contacts or agreements or a narrative description of their terms	<u>Appendix B</u>

APPENDIX E  
ACRONYMS AND DEFINITIONS

Last Revised: April 2008

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E.1 Acronyms

E.2 Definitions

## E.1 ACRONYMS

ACP	Area Contingency Plan
AFFF	Aqueous Film Forming Foam
API	American Petroleum Institute
ASCII	American Standard Code for Information Interchange
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 <sub>2</sub>	Carbon Dioxide
COTP	Captain of the Port (USCG)
CRZ	Contamination Reduction Zone
CWA	Clean Water Act of 1977 (Federal)
DOT	Department of Transportation
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
FR	Federal Registration
FRP	Facility Response Plan
FRT	Facility Response Team
FWPCA	Federal Water Pollution Control Act of 1972
GAL	Gallons
GIS	Geographic Information System
GPM	Gallons Per Minute

HAZMAT	Hazardous Materials
HMIS	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
NPMS	National Pipeline Mapping System
NRC	National Response Center
NRDA	National Resource Damage Assessment
NRT	National Response Team
NSF	National Strike Force
OBA	Oxygen Breathing Apparatus
OPA	Oil Pollution Act of 1990
OPS	Office of Pipeline Safety, U.S. Department of Transportation
OSC	On-Scene Coordinator/Commander
OSHA	Occupational Safety and Health Administration (USDH)
PHMSA	Pipeline Hazardous Material Safety Administration, U.S. Department of Transportation
PPE	Personal Protective Equipment
PREP	(National) Preparedness for Response Exercise Program
QI	Qualified Individual
RCRA	Resource Conservation and Recovery Act of 1976
ROW	Right of Way
RQ	Reportable Quantity

RRC	Regional Response Centers
RRT	Regional Response Team
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
USDL	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

### Abandoned Pipeline

A pipeline that is no longer connected to the system and is no longer maintained. The pipeline can be abandoned in place, by removal, or sold.

### Adverse Weather

The weather conditions considered by the operator in identifying the response systems and equipment to be deployed in accordance with a response plan, including wave height, ice, temperature, visibility, and currents within the inland or Coastal Response Zone (defined in the

National Contingency Plan (40 CFR part 300)) in which those systems or equipment are intended to function.

#### Alignment Sheet

A general purpose drawing designed to be used by company personnel during the operation and maintenance of the pipeline.

#### Barrel

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

*Breakout tank* means a tank used to:

- (1) Relieve surges in an oil pipeline system or
- (2) Receive and store oil transported by a pipeline for reinjection and continued transportation by pipeline.

#### Coastal Zone

All United States waters subject to the tide, United States waters of the Great Lakes and Lake Champlain, specified ports and harbors on inland rivers, waters of the contiguous zone, other waters of the high seas subject to the National Contingency Plan, and the land surface or land substrate, ground waters, and ambient air proximal to those waters. (The term "coastal zone" delineates an area of federal responsibility for response action. Precise boundaries are determined by agreements between the Environmental Protection Agency (EPA) and the U.S. Coast Guard (USCG), and are identified in Federal Regional Contingency Plans and Area Contingency Plans.)

#### 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 contract or other legally binding agreement between the operator and a response contractor or other spill response organization identifying and ensuring the availability of the specified personnel and equipment within stipulated response times for a specified geographic area;
- Certification that specified equipment is owned or operated by the pipeline operator, and operator personnel and equipment are available within stipulated response times for a specified geographic area; or
- Active membership in a local or regional oil spill removal organization that has identified specified personnel and equipment to be available within stipulated response times for a specified geographic area.
- 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.

**Crude Oil**

Liquid petroleum out of the ground, as distinguished from refined oils manufactured from crude oil.

**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**

An area of environmental importance which is in or adjacent to navigable waters.

**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.

**Facilities**

Parts of the pipeline system, such as the pipe, valves, compressor stations, etc.

**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.

#### 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.

#### High Volume Area

An area which an oil pipeline having a nominal outside diameter of 20 inches (508 millimeters) or more crosses a major river or other navigable waters, which, because of the velocity of the river flow and vessel traffic on the river, would require a more rapid response in case of a worst case discharge or substantial threat of such a discharge. Appendix B to this part contains a list of some of the high volume areas in the United States.

#### 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.

#### Hyperthermia

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.

### Inactive/Idle Pipeline

The pipeline is maintained and can be brought back into service.

### 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.

### Inland Area

The area shoreward of the boundary lines defined in 46 CFR part 7, except that in the Gulf of Mexico, it means the area shoreward of the lines of demarcation (COLREG lines) defined in 33 CFR 80.740-80.850. The inland area does not include the Great Lakes.

### Inland Zone

The environment inland of the coastal zone excluding the Great Lakes, Lake Champlain, and specified ports and harbors on inland rivers. (The term inland zone delineates an area of federal responsibilities for response actions. Precise boundaries are determined by agreements between the EPA and the USCG and are identified in Federal Regional Contingency Plans.)

### In-Service Pipeline

A pipeline that transports natural gas or hazardous liquid, or is not currently transporting products but is maintained and can be brought back into service.

### 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.

### Interstate Pipeline

A pipeline or part of a pipeline that is used in the transportation of natural gas, hazardous liquid, or carbon dioxide in interstate or foreign commerce across state boundaries.

### 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.

### Line Section

A continuous run of pipe that is contained between adjacent pressure pump stations, between a pressure pump station and a terminal or breakout tank, between a pressure pump station and a block valve, or between adjacent block valves.

### Lower Flammable Limit

Minimum flammable concentration of a particular gas in the air.

### Major River

A river that, because of its velocity and vessel traffic, would require a more rapid response in case of a worst case discharge. For a list of rivers see "*Rolling Rivers, An Encyclopedia of America's Rivers*," Richard A. Bartlett, Editor, McGraw-Hill Book Company, 1984.

### Maximum Extent Practicable

The limits of available technology and the practical and technical limits on a pipeline operator in planning the response resources required to provide the on-water recovery capability and the shoreline protection and cleanup capability to conduct response activities for a worst case discharge from a pipeline in adverse weather.

### 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.

### Navigable Waters

The waters of the United States, including the territorial sea and such waters as lakes, rivers, streams; waters which are used for recreation; and waters from which fish or shellfish are taken and sold in interstate or foreign commerce.

### 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.

### Oil

Oil of any kind or in any form, including, but not limited to, petroleum, fuel oil, vegetable oil, animal oil, sludge, oil refuse, oil mixed with wastes other than dredged spoil.

### 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 response resources.

**One-Call**  
Service to notify underground utilities of planned excavations.

**On-Scene Coordinator (OSC)**  
The federal official designated by the Administrator of the EPA or by the Commandant of the USCG to coordinate and direct federal response under subpart D of the National Contingency Plan (40 CFR part 300).

**Onshore Oil Pipeline Facilities**  
New and existing pipe, rights-of-way and any equipment, facility, or building used in the transportation of oil located in, on, or under, any land within the United States other than submerged land.

**Operator**  
A person or firm who operates a pipeline system and engages in the transportation of gas or hazardous liquid. The operator may or may not also be the owner of the pipeline system.

**Texas Zone**

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**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.

**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

**Petroleum**  
Crude oil, condensate, natural gasoline, natural gas liquids, and liquefied petroleum gas.

**Petroleum Product**  
Flammable, toxic, or corrosive products obtained from distilling and processing crude oil, unfinished oils, natural gas liquids, blend stocks, and other miscellaneous hydrocarbon

compounds.

### Pipeline

All parts of an onshore pipeline facility through which oil moves including, but not limited to, line pipe, valves, and other appurtenances connected to line pipe, pumping units, fabricated assemblies associated with pumping units, metering and delivery stations and fabricated assemblies therein, and breakout tanks.

### Pipeline Corridor

A linear area where two or more pipelines (either part of the same or different pipeline systems) are closely grouped in a single right-of-way. Pipeline corridors pose a cartographic challenge, and NPMS handles them differently on hard-copy and digital maps. On hard-copy maps, a single line with multiple annotations may represent pipeline corridors. In digital files, multiple lines are required, and operators should separate them into individual layers or files.

### Pipeline Crossing

A point where two or more pipelines cross, but where there is no physical connection between the pipelines. Pipeline segments should not be broken at pipeline crossings.

### Pipeline Intersection

A point where a physical connection between two pipelines occurs. A commodity from one pipeline can flow into another pipeline(s), either a branch within a pipeline system or a connection between two pipeline systems.

### Pipeline Segment

A linear feature representing part or all of a pipeline system on a digital or hard-copy map. A pipeline segment must have only two ends. No branches are allowed. A pipeline segment may be a straight line or may have any number of vertices. Each pipeline segment must be uniquely identified. The number of pipeline segments should be kept to the minimum needed to represent a pipeline system and its associated attributes. When submitting hard-copy maps, the beginning and ending points of each pipeline segment should be marked with a clear, visible dot. When submitting digital geospatial data, a unique line segment in the computer-aided drafting (CAD) or GIS data set should represent each pipeline segment

### Pipeline System

All parts of a major natural gas transmission line or hazardous liquid trunkline through which gas or hazardous liquid is transported. By definition, only one firm can operate a pipeline system. Operators should assign unique names to each of their pipeline systems. A pipeline system may have an unlimited number of branches. Each pipeline system must be represented by one or more pipeline segments.

### 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 of an operator, located in the United States, available on a 24-hour basis, with full authority to: activate and contract with required oil spill removal organization(s); activate personnel and equipment maintained by the operator; act as liaison with the OSC; and obligate any funds required to carry out all required or directed oil response activities. This includes:

Activating and engaging in contracting with identified oil spill removal organization(s)

- Acting as a liaison with the predesignated of Federal On-Scene Coordinator (FOCS)
- Obligating, 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.

#### **Response Activities**

The containment and removal of oil from the water and shorelines, the temporary storage and disposal of recovered oil, or the taking of other actions as necessary to minimize or mitigate damage to the environment.

#### **Response Area**

The inland zone or coastal zone, as defined in the National Contingency Plan (40 CFR part 300), in which the response activity is occurring.

#### **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.

#### **Response Plan**

The operator's core plan and the response zone appendices for responding, to the maximum extent practicable, to a worst case discharge of oil, or the substantial threat of such a discharge.

#### **Response Resources**

The personnel, equipment, supplies, and other resources necessary to conduct response activities.

#### **Response Zone**

A geographic area either along a length of pipeline or including multiple pipelines, containing one or more adjacent line sections, for which the operator must plan for the deployment of, and provide, spill response capabilities. The size of the zone is determined by the operator after considering available capability, resources, and geographic characteristics.

#### **Retired Pipeline**

A pipeline that is still connected to the system but has been taken out of service and is no longer maintained. The operator plans to abandon the pipeline and is waiting for approval.

#### **Right-of-Way**

a section of land designated for use by a pipeline. The NPMS refers to ROWs as pipeline corridors.

#### **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.

### 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.

### Specified Minimum Yield Strength

The minimum yield strength, expressed in pounds per square inch, prescribed by the specification under which the material is purchased from the manufacturer.

### 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.

### Stress Level

The level of tangential or hoop stress, usually expressed as a percentage of specified minimum yield strength.

### 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.

### 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.

**Worst Case Discharge**

The largest foreseeable discharge of oil, including a discharge from fire or explosion, in adverse weather conditions. This volume will be determined by each pipeline operator for each response zone and is calculated according to ? 194.105.

# **LINK FILES**

  
www.eppl.com

**Texas Zone OPA 90  
Regulated by DOT**

— Pipelines  
□ Map Grid

10/14/2010  
V:\GISProjects\TRP\Graphics\TexasZoneOPA90RegulatedbyDOT.pdf

Comments/Priorities:

*RUSH!*

ROUTING

FIRST TO: Safety Department  
NEXT TO: Corporate Risk Department  
NEXT TO: Compliance Coordinator  
LAST TO: Law Department

*1 of 3*

Contract Documents Package:  
Contract and Exhibits (Enterprise set)  
Contract and Exhibits (Contractor set)  
Contractor's Certificate of Insurance

ENTERPRISE PRODUCTS OPERATING L.P.  
**CONTRACTOR AUTHORIZATION** (Rev. 2/93)

Contract Originator: ALVARO PARRA

Originator's Location: HOUSTON

Contractor Name : GARNER ENVIRONMENTAL SERVICES, INC

**RECEIVED**

Contract Type (Circle One):

(Standard Service Agreement)  (M) (Modified Service Agreement)

(Other)

MAY 03 2004

Vendor Number: 85517

Contract Number: 2028

**CORPORATE RISK**

Contract Dated: MARCH 15, 2004

USE OF CONTRACTOR AUTHORIZED UNTIL: \_\_\_\_\_, 2003

(Expiration date of Contract or Certificate of Insurance, whichever is earlier)

Reviewed By (Initials):

Safety *[initials]*  Date *11/20/04*  
Corporate Risk *[initials]*  Date *5/10/04*  
Compliance *[initials]*  Date *5/11/04*  
Law *[initials]*  Date *5/10/04*

OPERATIONAL FACILITY

DRUG PROGRAM CLEARANCE

all work  
 only non-BOT work  
 NO work in operational facilities

Contractor authorization process is complete.

Law Department: 1) sends a copy of this form to the designated CLS entry station for notation of "A" (Approved) status in the Contractor List System, and 2) returns original form to the Originator with the Contract Documents Package.

Data Entry process is complete; Date: \_\_\_\_\_

Contractor is shown in the Contractor List System with "A" (Approved) status. The CLS entry station notes the date of entry in the space provided and returns this copy to the Originator.

## Contract Review Risk Assessment Form

Date: 06/10/03

Contractor: Garner Environmental

Phone: 281-930-1200

Contact: Shawna Doskocil Form of organization: Corp. , Partnership , Other Street Address: 1717 West 13<sup>th</sup> Street, Deer Park, TX 77536 Sole Proprietorship  (Owner \_\_\_\_\_)

Mailing Address: SAME AS ABOVE FEIN Number: \_\_\_\_\_

Email: \_\_\_\_\_

1. Project value: \_\_\_\_\_ Contract value: \$100,000
2. Is this contract for one job only? NO If yes, please provide estimated start date and length of project.

3. Entire scope of work to be performed:  
Spill response

Spill Management

Emergency Response

Soil and Water Cleanup

Oil recovery from soils, water

Training

4. Describe the first three jobs to be performed:  
**NOTE: THIS CONTRACT IS BEING SET UP TO HAVE EMERGENCY RESPONSE CONTRACTORS IN PLACE IN THE EVENT OF OIL SPILLS AS REQUIRED BY THE CODE OF FEDERAL REGULATIONS FOR FACILITIES AND/OR PIPELINES USED FOR THE STORAGE AND/OR TRANSPORT OF OILS.**

5. What Enterprise locations/facilities will the contractor be working in? (Including pipelines)  
MID-AMERICA PIPELINE COMPANY STATIONS, TERMINALS AND PIPELINE IN THE CENTRAL, ROCKY MOUNTAINS AND NORTHERN REGIONS

6. Estimated number of contractor employees on jobsite: 5 - 10

				YES	NO
7.	Will contractors employees be working off ground or below ground level?	Height:	Depth:		X
8.	Will contractor supply materials?	Describe:		X	
9.	Will contractor have care, custody and/or control of our property?	Describe:	Where stored:		X
10.	Any I & E work?				X
11.	Any proficiency welding?				X
12.	Will contractor be using a crane?	Size: UNKNOWN		X	
13.	Will contractor use any other mobile equipment at the site?	Describe: EARTH MOVING EQUIPMENT		X	
14.	Will contractor be bringing in Hazardous Materials for use in the work to be performed?	Describe:			X
15.	Will contractor be disposing of Hazardous Materials?	One whose behalf:	Describe:	Where disposed:	X

16.	Will subcontractors be used:	For what work:		
17.	Will any work be performed over water or on any dock?		X	
18.	Has contractor performed any work for Enterprise in the past?			X

19. Number and type of licensed vehicles to be brought to the site: 4 - 6

20. Will contractor, contractor's employees or subcontractors be exposed directly to or involved with the following:

<input checked="" type="checkbox"/> Hazardous Chemicals	<input type="checkbox"/> Corrosives	<input checked="" type="checkbox"/> Poisons
<input checked="" type="checkbox"/> Flammables	<input type="checkbox"/> Combustibles	<input type="checkbox"/> Corrosive Material
<input checked="" type="checkbox"/> Confined Space Entry	<input checked="" type="checkbox"/> High Pressure Cleaning	<input type="checkbox"/> Electrical High Voltage
<input checked="" type="checkbox"/> Hot Work	<input type="checkbox"/> Hot Tapping	

21. Will contractor provide any of the following Professional services or rendering a professional opinion?

<input type="checkbox"/> Engineering	<input type="checkbox"/> Architectural/Process Design	<input type="checkbox"/> Auditing
<input type="checkbox"/> Legal	<input type="checkbox"/> Medical	<input type="checkbox"/> Inspection
<input type="checkbox"/> Computer Programming	<input type="checkbox"/> Employment Services	<input type="checkbox"/> Lab Analysis
<input type="checkbox"/> Consulting		

NOTE: IF ANY OF THE ABOVE ARE CHECKED (#21), PLEASE ANSWER THE FOLLOWING...

1. WILL VENDOR RENDER A PROFESSIONAL OPINION?  YES  NO
2. WILL ENTERPRISE RELY SOLELY ON THIS OPINION?  YES  NO
3. WILL ENTERPRISE REVIEW AND APPROVE ALL DOCUMENTS?  YES  NO

4. WHAT ARE THE VENDOR'S CREDENTIALS/TITLE? EXPERIENCED IN EMERGENCY RESPONSE PLANNING AND IMPLEMENTATION - HAS STAFF TRAINED IN EMERGENCY RESPONSE AND HAS EQUIPMENT TO RESPOND TO OIL SPILLS

22. Describe any operations involving offshore/wet exposure including diving and use of owned or non-owned watercraft:

NOT APPLICABLE

Additional information:

---



---



---



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PLEASE FILL OUT THIS FORM AND SEND BACK TO:

ENTERPRISE PRODUCTS OPERATING LP  
 ATTN: JEANETTE CASSELL  
 P O BOX 573  
 10207 FM1942  
 MONT BELVIEU TX 77580

FAX: 281-385-4481

Alvaro J. Parra

Signature

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
 05/06/2004

**PRODUCER**  
 JOHN L. WORTHAM & SON, L.P.  
 P.O. BOX 1388  
 HOUSTON, TEXAS 77251-1388

068271-8-448      brw - lwright      Replaces Cert# 8-414

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 GARNER ENVIRONMENTAL SERVICES, INC.  
 ATTN: MS. BOBBIE K. WOOD  
 1717 W. 13TH STREET  
 DEER PARK, TX 77536

**INSURERS AFFORDING COVERAGE**

INSURER A: Steadfast Insurance Company  
 INSURER B: Zurich American Insurance Company  
 INSURER C:  
 INSURER D:  
 INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLO289312708	04/21/2004	04/21/2005	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP289312608 (O/S - MCS 90 APPLIES) TAP289312508 (TX - MCS 90 APPLIES)	04/21/2004	04/21/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$	SUD289312906	04/21/2004	04/21/2005	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC289312308 (ALL STATES EXCEPT MONOPOLISTIC)	04/21/2004	04/21/2005	<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	<b>OTHER CONTRACTORS POLLUTION</b>	PEC289322406 (CLMS MADE RETRO DATE 4/21/93)	04/21/2004	04/21/2005	\$1,000,000 EACH CLAIM \$1,000,000 TOTAL ALL CLAIMS

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 AUTOMOBILE PHYSICAL DAMAGE APPLIES ON SPECIFIC VEHICLES \$1000 DED.COMPREHENSIVE & COLLISION. BLANKET ADDITIONAL INSURED IS APPLICABLE UNDER ALL POLICIES EXCEPT WORKERS COMPENSATION AND CONTRACTORS POLLUTION AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE UNDER ALL POLICIES EXCEPT CONTRACTORS POLLUTION AS REQUIRED BY WRITTEN CONTRACT. BLANKET ADDITIONAL INSURED UNDER SECTION B APPLIES TO POLICY PEC289322406 CONTRACTORS POLLUTION AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**  
 ENTERPRISE PRODUCTS OPERATING LP  
 ATTN: CORPORATE RISK DEPARTMENT  
 P. O. BOX 4324  
 HOUSTON, TEXAS 77210-4324

**ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION (BELOW & SEE REVERSE)**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

*John L. Wortham*  
 AUTHORIZED REPRESENTATIVE  
 JOHN L. WORTHAM & SON, L.P.      PAGE 1 OF 2

Cert. # 068271-8-448

ENTERPRISE PRODUCTS OPERATING LP

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**CANCELLATION NOTICE**

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following additional wording: The Insurance Company may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Certificate Holder for:

(1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

**CERTIFICATE HOLDER:**

ENTERPRISE PRODUCTS PARTNERS L.P., ENTERPRISE PRODUCTS OPERATING, L.P., ENTERPRISE PRODUCTS GP, LLC, ENTERPRISE PRODUCTS OLP GP, INC., ENTERPRISE PRODUCTS COMPANY, BELVIEU ENVIRONMENTAL FUELS, SABINE PROPYLENE PIPELINE, L.P., BATON ROUGE PIPELINE, LLC., BELLE ROSE NGL PIPELINE, LLC, CHUNCHULA PIPELINE COMPANY, LLC, PROPYLENE PIPELINE PARTNERSHIP, L.P., CAJUN PIPELINE COMPANY, LLC, HSC PIPELINE PARTNERSHIP, L.P., SORRENTO PIPELINE COMPANY, LLC, ENTERPRISE PRODUCTS TEXAS OPERATING L.P., EPIK GAS LIQUIDS LLC, EPIK TERMINALING L.P., BATON ROUGE FRACTIONATORS LLC, BATON ROUGE PROPYLENE CONCENTRATOR, LLC, ENTERPRISE GAS PROCESSING LLC, ENTERPRISE NGL PIPELINES LLC, ENTERPRISE NGL PRIVATE LINES & STORAGE, LLC, ENTERPRISE FRACTIONATION LLC, ENTERPRISE NORCO LLC, ENTERPRISE LOU-TEX PROPYLENE PIPELINE L.P., ENTERPRISE IOU-TEX NGL PIPELINE L.P., GRAND ISLE PIPELINE LLC., MID-AMERICA PIPELINE COMPANY LLC, SEMINOLE PIPELINE COMPANY, WMLPRISE PIPELINE COMPANY LLC, EACH OF THEIR PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, PARTNERS AND JOINT VENTURERS, AND EACH OWNER OR JOINT OWNER OF ANY FACILITY OPERATED BY ONE OR MORE OF THEM, AS THEIR INTERESTS MAY APPEAR, ARISING FROM THE WORK TO BE PERFORMED UNDER ORAL OR WRITTEN CONTRACT.

THE CERTIFICATE HOLDER AS SHOWN ABOVE IS INCLUDED AS AN ADDITIONAL INSURED UNDER ALL POLICIES EXCEPT WORKERS COMPENSATION AND CONTRACTORS POLLUTION WITH WAIVER OF SUBROGATION APPLICABLE UNDER ALL POLICIES EXCEPT CONTRACTORS POLLUTION WHEN REQUIRED BY WRITTEN CONTRACT. THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED UNDER SECTION B OF POLICY PEC289322406 CONTRACTORS POLLUTION. THESE ARE GRANTED UNDER A BLANKET ADDITIONAL INSURED AND BLANKET WAIVER OF SUBROGATION ENDORSEMENT.

THE ABOVE CERTIFICATE HOLDER IS INCLUDED AS AN ALTERNATE EMPLOYER BY ENDORSEMENT UNDER THE WORKERS' COMPENSATION POLICY.

IT IS UNDERSTOOD AND AGREED BY THE CONTRACTOR AND COMPANY THAT THE COVERAGES GRANTED TO THE CERTIFICATE HOLDER "ADDITIONAL INSURED" IN CONTRACTOR'S POLICIES OF INSURANCE AS REQUIRED IN THE CONTRACT APPLY ON A PRIMARY BASIS OVER ALL OTHER VALID AND COLLECTIBLE INSURANCE OWNED BY AND OR AVAILABLE TO THE "ADDITIONAL INSURED" WHEN REQUIRED BY WRITTEN CONTRACT.

AUTOMOBILE PHYSICAL DAMAGE AS DESCRIBED SPECIFICALLY PER VEHICLE - \$1000 DEDUCTIBLE COMPREHENSIVE AND \$1000 DEDUCTIBLE COLLISION. MCS 90 IS APPLICABLE.

DATED AND SIGNED:

*Dean R. Miller*  
*Contracting Services LLC*

PAGE 2 OF 2



1717 W. 13TH STREET, DEER PARK, TX 77536 • 281-930-1200 • 800-424-1716

*8/10/03*

July 10, 2003

VIA FAX TO 281.385.4481

EMERGENCY RESPONSE

PLANT SERVICE

WASTE MANAGEMENT

REMEDIATION

HEALTH/SAFETY TRAINING

EQUIPMENT SALES

TRANSPORTATION

INDUSTRIAL DISMANTLING

ASBESTOS/LEAD ABATEMENT

Ms. Jeanette Cassell  
 281.385.4346 Tel  
 281.385.4481 Fax  
 Enterprise Products Operating L.P.  
 P.O. Box 573  
 Mont Belvieu, Texas 77580

RE: Proposed Service Agreement

Dear Ms. Cassell:

Thank you for the opportunity to review the proposed contract between Enterprise Products Operating L.P. and Garner Environmental Services, Inc.

I am respectfully requesting your consideration of the following proposed exceptions/additions/deletions to the service agreement:

1. Page 1, paragraph "VI. Taxes and Fees Please replace stated language with, " All domestic federal, state and municipal taxes, except income taxes and ad-valorem taxes, now and hereinafter imposed with respect to services rendered, to rental equipment, to the processing, manufacture, repair, and to the delivery and transportation of equipment and supplies will be added to and become part of the total price payable by the Company. If Company claims an exemption from payment of Texas Sales and Use Tax, Company will be required to render an Exemption Certificate or a Resale Certificate to Garner Environmental Services, Inc. for said exemption to apply to the services rendered. If for any reason the services rendered result in the assessment of foreign income taxes, excise taxes, or other fees alleged as owing to a foreign state or government, Company will pay directly the amount of any assessment or fee. In the event Contractor pays any such foreign tax or fee directly, Company will promptly reimburse Contractor for same."

*OK*

2. Page 4, XIV INDEMNITY Please insert at end of paragraph as last sentence. "COMPANY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONTRACTOR IN THE SAME MANNER AND TO THE SAME EXTENT THAT CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY ALL AS SET FORTH IN THIS INDEMNITY PARAGRAPH."

*NO*

Pt. Arthur, TX • LaMarque, TX • New Orleans, LA • Dallas/Ft. Worth • San Antonio, TX  
 409-983-5646 409-935-0308 504-254-2444 817-535-7222 210-496-5310

Ms. Jeanette Cassell  
 Enterprise Products Operating L.P.  
 July 10, 2003  
 Page Two

3. Page 5, XXI. ENTIRE AGREEMENT Please begin last sentence with "The terms of this Contract and the contractor's rate sheet shall prevail over conflicting...." Then please insert as last sentence, "Company acknowledges receipt of Contractor's rate sheet current to date." OK

4. Page 6, XXIV. NOTICES Please delete 2727 North Loop West, Houston, Harris County, Texas 77008 as place of payment and replace address for place of payment as address of "Contractor's principal place of business, Garner Environmental Services, Inc., 1717 W. 13th Street, Deer Park, Harris County, Texas 77536." OK

5. Exhibit I, Scope of Work Under "Other", please state, "emergency response and related services to be performed on as needed, as available basis subject to circumstances then existing." OK

6. Exhibit II, Price and Invoicing Please state, "In accordance with Contractor's current rate sheet." OK

7. Exception is made to the Drug and Alcohol Program Requirements as we will need to more closely tailor requirements to actual practices of GESI. ← Sharan Bawey

Questions regarding Garner's Anti-Drug and Alcohol Program may be directed to Mr. William S. "Scotty" Bourgeois.

Garner's current rate sheet noted Rev. Jan. 2003 with 3 addenda will be emailed to you at jcassell@eprod.com.

I look forward to hearing from you regarding this matter.

Very truly yours,

*Bobbie K. Wood*

Bobbie K. Wood  
 General Counsel

BKW/fl

cc: Mr. Reese Majoué

**Jeanette Cassell**


---

**From:** Bobbie [bwood@garner-es.com]  
**Sent:** Tuesday, March 09, 2004 3:58 PM  
**To:** Jeanette Cassell  
**Subject:** RE: Proposed changes to contract

Hi Jeanette. The information you have is accurate. Just route to - Attention: Contracts Manager and it will definitely get routed to me. Thanks for all of your help and I'll look forward to receipt of the documents. Thanks, BKW

---

**From:** Jeanette Cassell [mailto:Jcassell@eprod.com]  
**Sent:** Tuesday, March 09, 2004 1:51 PM  
**To:** Bobbie  
**Subject:** RE: Proposed changes to contract

Hello Bobbie,  
 it's almost Wednesday again!!!

I was glad to hear that you have accepted our indemnity offer. Thanks for all your help. I am preparing the service agreements but needed to verify a few things.....full legal name: Gamer Environmental Services, Inc., a Texas Corporation. Physical location is still 1717 West 13<sup>th</sup> Street, Deer Park, 77536. Do these need to go to the attention of L D Gamer? (an officer of the company must sign) or routed through you?  
 In order to cover the majority of Enterprise areas – I will actually be sending 3 service agreements. An Enterprise, an Acadian Gas, and Enterprise Transportation. There are no differences other than the name on the service agreements. All t's&c's are the same.

Thanks again for all your help. This has been a long process but hopefully over soon.

Jeanette

-----Original Message-----

**From:** Bobbie [mailto:bwood@garner-es.com]  
**Sent:** Wednesday, March 03, 2004 12:20 PM  
**To:** Jeanette Cassell  
**Subject:** RE: Proposed changes to contract

Hi Jeanette.

I hope you are having a great week. Can you believe it is Wednesday already? Thank you so much for forwarding the revision. The only addition I offer is that we more clearly state that ~~"Enterprise will indemnify Garner for Enterprise's sole negligence or allocable share of any joint or concurrent negligence."~~ No. Would you check and see if we can add just that one last sentence? If you company says no, then let's just go with the indemnity as you have proposed since I think the intent for mutual indemnity is implied. My suggestion would just make it a littler cleaner if we ever needed the indemnity. Hopefully we won't!

I look forward to hearing from you. Thanks for all of your help. BKW

---

**From:** Jeanette Cassell [mailto:Jcassell@eprod.com]  
**Sent:** Monday, March 01, 2004 3:15 PM  
**To:** Bobbie  
**Subject:** RE: Proposed changes to contract

Bobbie,

3/10/2004

To address your concerns we are offering the following change to the indemnity.

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

Hopefully, this will be sufficient. Any questions please email or call me.

Thanks,  
Jeanette

-----Original Message-----

**From:** Bobbie [mailto:bwood@garner-es.com]  
**Sent:** Monday, March 01, 2004 10:04 AM  
**To:** Jeanette Cassell  
**Subject:** RE: Proposed changes to contract

Hi Jeanette.

I guess our concern, based upon certain guidelines we are supposed to be following for insurance purposes, is to obtain an agreement that we are going to be listed as an additional insured on your applicable policies to indemnify us for your sole negligence or your allocable share of joint or concurrent negligence.

Theoretically speaking, in response to spills, Garner will be called out to "help" Enterprise for a spill or incident already occurring. On a few occasions, Garner has been joined in a suit just because a third party observed a Garner uniform, vehicle or equipment on site. It is important in those instances, that Garner be able to tender defense to the company when Garner has done nothing other than show up to assist.

Garner would like to be assured in writing regarding this matter so that there is no potential for confusion at a later date of the parties' actual intent.

I'm rambling now. Does this make sense?

Look forward to hearing from you. Thanks, BKW

---

**From:** Jeanette Cassell [mailto:Jcassell@eprod.com]  
**Sent:** Thursday, February 26, 2004 10:04 AM

**To:** Bobbie  
**Cc:** Faith  
**Subject:** RE: Proposed changes to contract

Bobbie,  
Hey, it only took me 6 months to question it...

In response to your comments...Enterprise does not indemnify contractors performing work/services for us -- as our negligence should not be a major issue. This is already addressed in the indemnity "allocable share of such joint or concurring negligence."

Thanks,  
Jeanette

-----Original Message-----

**From:** Bobbie [mailto:bwood@garner-es.com]  
**Sent:** Wednesday, February 25, 2004 2:47 PM  
**To:** Jeanette Cassell  
**Cc:** 'Faith'  
**Subject:** Proposed changes to contract

Hi Jeanette.

I'm so sorry it has taken me so long to get back to you. When last we communicated, my understanding was that only exceptions 2 and 3 were not agreed upon. Regarding exception number 3, as long as you all think that this issue is adequately addressed in 6, I'll withdraw my exception. However, as to exception number 2 relating to the indemnity provision, we continue to request mutual indemnification language. I guess I don't understand why Enterprise is not willing to provide indemnity as to Enterprise's negligence or willful misconduct for the benefit of Garner in the same manner and to the same extent that Garner is being asked to provide indemnity for the benefit of Enterprise.

I hope we can resolve this last issue. I look forward to hearing from you and thank you for your attention.

BKW

10207 FM 1942  
P.O. BOX 573  
MONT BELVILLE, TEXAS 77580-0573

**ENTERPRISE®**

May 20, 2004

Garner Environmental Services, Inc.  
Attn: Contracts Manager/Bobby  
1717 West 13<sup>th</sup> Street  
Deer Park, Texas

281-930-1200

Re: Contractor/Vendor Approved List

Bobby:

Here is your company's executed copies of the service agreements. I appreciate all your efforts in helping to set up these agreements. To keep these service agreements in place, please make sure that all insurance certificates are kept current and that all future renewal certificates are sent to:

Enterprise Products Operating LP  
Attn Corporate Risk  
P O Box 4324  
Houston, TX 77210

Thanks again for your assistance. If you have any questions, please call. My telephone number is 281-385-4346.

Sincerely,

Jeanette Cassell  
Service Agreement Coordinator

Enclosures



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

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

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

GARNER ENVIRONMENTAL SERVICES, INC.

(Full Legal Name)

a Texas Corporation

(State)

(Corporation, Partnership or Sole Proprietorship)

1717 West 13th Street

(Address)

Deer Park, Texas 77536 ("Contractor").

(City) (State) (Zip)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation: Statutory Limits.

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

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

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

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

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

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

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

Property Damage: \$500,000 per occurrence.

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

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

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

5) Additional insurance and surety limits:

a) \_\_\_ NONE REQUIRED.

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

c) \_\_\_ CONTRACTOR'S EQUIPMENT FLOATER POLICY

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

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

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

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

h) X POLLUTION LIABILITY

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

Worker's Compensation policy:

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

Primary General, Auto and Excess Liability Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1) suspend Contractor's authorization to proceed with Work,
- 2) remove Contractor from Company's Approved Contractor List,
- 3) terminate this Contract or any Agreement,
- 4) suspend payment in whole or in part under any Agreement until the Event of Default has been remedied, and/or,
- 5) take the Work remaining to be completed wholly or partly out of the hands of Contractor or any other person in

whose hands or possession the Work or any part of it may be, in which event Company may award such Work to another contractor. Contractor in such event, in the manner and to the extent directed by Company, and only to such extent, shall assign to Company all of the rights of Contractor under its work orders, purchase orders and subcontracts relating to the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ENTERPRISE PRODUCTS OPERATING L.P.**  
By Enterprise Products OLPGP, INC., its general partner

By: *T. Hoffert*  
Title: *Vice President, Environmental Administration*

**GARNER ENVIRONMENTAL SERVICES, INC.**  
**CONTRACTOR**

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

SERVICE AGREEMENT.DOC

**EXHIBIT I**  
**SCOPE OF WORK**

Contractor's Work will be:

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

**EXHIBIT II**

**PRICE AND INVOICING**

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

## EXHIBIT III

## ENTERPRISE PRODUCTS OPERATING L.P.

## POLICY

ILLEGAL AND UNAUTHORIZED ITEMS AT  
OPERATIONAL FACILITIES AND IN OPERATIONAL VEHICLES

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

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

Operational facilities include the entire premises of all terminals, processing plants, loading racks, pipelines, storage, warehouses, garages, shops, construction locations and field worksites. Operational vehicles include all vehicles (tractors, trailers, transports and pickups) bearing an external company name, logo, trade name, trademark or placard. Dangerous drugs include all drugs and devices which are prohibited by Federal or State law from being dispensed without a prescription. Controlled substances include cocaine, marijuana, narcotics and all other drugs and materials which are controlled under Federal or State law. Drug paraphernalia includes roach clips, gram scales and any other property or material which Enterprise deems is intended or has been adapted or modified for drug use. Alcoholic beverages include liquor, beer and wine, except liquor, beer and wine stored in passenger vehicles. "Under the influence" means having detectable levels of dangerous drugs, controlled substances or alcohol in the blood or urine.

Employees will not be permitted to work while under the influence of drugs or alcohol. Individuals who appear to be unfit for duty will be released from duty and may be subject to a physical examination at a designated medical facility.

Refusal to comply with a fitness-for-duty examination may result in disciplinary action up to and including DISCHARGE.

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

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

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

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

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

**EXHIBIT IV  
INSURANCE**

**1. Certificate Holder Definition**

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

**2. Form of Additional Insured Endorsement**

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

**3. Form of Certificate Holder Notation**

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

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

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

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

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

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

**A. Reports**

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

**B. Confidentiality**

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

Comments/Priorities:

**ROUTING** FIRST TO: Safety Department  
NEXT TO: Corporate Risk Department  
NEXT TO: Compliance Coordinator  
LAST TO: Law Department

**RETURN TO:** LITA FARR, MONT BELVIEU  
Contract Documents Package:  
Contract and Exhibits (Enterprise set)  
Contract and Exhibits (Contractor set)  
Contractor's Certificate of Insurance

RECEIVED

JUL 31 2006

CORPORATE RISK

EPCO HOLDINGS, INC.,  
CONTRACTOR AUTHORIZATION (Rev. 2/93)

Contract Originator: PAT MCGRORY

Location: MORGANS POINT

Contractor Name: TANKCO SERVICES OF TEXAS CORP.,

Contract Type (Circle One):

S  
(Standard Service Agreement)

M  
(Modified Service Agreement)

O  
(Other)

Vendor Number: 52741

Contract Number: 4660

Contract Dated: JULY 13, 2006

USE OF CONTRACTOR AUTHORIZED UNTIL: \_\_\_\_\_, 2003.

(Expiration date of Contract or Certificate of Insurance, whichever is earlier)

Reviewed By (initials):

Safety *dk go*  Date 7/27/06

Corporate Risk *lc*  Date 7/31/06

Compliance *st*  Date 8/1/06

Law *mvc*  Date 8/7/06

OPERATIONAL FACILITY

DRUG PROGRAM CLEARANCE

all work

only non-DOT work

NO work in operational facilities

Contractor authorization process is complete.

Law Department: 1) sends a copy of this form to the designated CLS entry station for notation of "A" (Approved) status in the Contractor List System, and 2) returns original form to the Originator with the Contract Documents Package.

Data Entry process is complete; Date: \_\_\_\_\_.

Contractor is shown in the Contractor List System with "A" (Approved) status. The CLS entry station notes the date of entry in the space provided and returns this copy to the Originator.



4041 Essen Lane, Suite 400  
P. O. Box 3809  
Baton Rouge, La. 70821-3809  
TEL: (225) 336-3256 FAX: (225) 490-9256

# Facsimile

## TRANSMITTAL

---

Date: 07/25/06 From: Karen Quartano  
Attention: Lita Farr No. of Pages: (Including Cover) 3  
Company: EPCO Holdings  
Fax # 128138544815600

Subject/Account: EPCO Holdings Revsd COI

---

Instruction/Message:

Attached is a revised certificate as requested for Tankco Services of TX, Corp.

Please don't hesitate contacting me if the certificate is still not to your satisfaction.

Thank you,

Karen Quartano

Confidentiality Note: The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the stated address via the United States Postal Service. Thank you.

07/25/2006 TUE 14:31 FAX 2253365331 Wright & Percy

001/002

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID KC UNIT#07	DATE (MM/DD/YYYY) 07/25/06
<b>PRODUCER</b> Wright & Percy Insurance P. O. Box 3809 Baton Rouge LA 70821-3809 Phone: 225-336-3200 Fax: 225-336-4536		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Tankco Services of Texas, Corp 365 Canal St., Ste 2500 New Orleans LA 70130		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: A I Specialty Lines Ins Co	26883
		INSURER B: Commerce and Industry Ins. Co.	19410
		INSURER C: American Home Assurance	19380
		INSURER D: New Hampshire Insurance Group	
		INSURER E: Illinois National Ins. Co.	23817

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

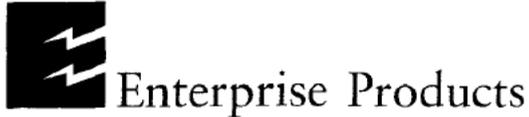
INSR	ADCL	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PROP 1935913	07/01/06	07/01/07	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A			<input checked="" type="checkbox"/> Pollution <input checked="" type="checkbox"/> Prof, Claims Made GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	INCL INCL			
B	X	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA7168706 (AOS) CA7168707 (TEXAS)	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT COVERED			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	PROU1936005	07/01/06	07/01/07	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$ \$
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2956417 AOS 2956419 (TEXAS)	07/01/06	07/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTR-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
			OTHER Rented/Leased Equi Maritime Empl Liab	PERSON'S FORD NO: 9795429 5849053	07/01/06	07/01/07	\$500000 \$1000000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate Holder, w/respect to General Liability, Auto Liab & Umbrella named additional insured/waiver status under a blanket additional insured/waiver endt. Waiver of Subrogation provided on Workers Compenstiaon as required by written contract. See Notes for Certificate Holder name.							

<b>CERTIFICATE HOLDER</b> EPCOH01 EPCO Holdings, Inc. Corporate Risk P O Box 4324 Houston TX 77210	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: Karen Quartano <i>Karen Quartano</i>
-------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2001/08)

© ACORD CORPORATION 1988



P.O. Box 573  
10207 FM 1942Mont Belvieu, Texas 77580-0573  
Mont Belvieu, Texas 77580281.385.4200  
[www.epplp.com](http://www.epplp.com)

August 22, 2006

Tankco Services of Texas Corp.  
Attention: Wes Sears  
812 West 13<sup>th</sup> Street  
Deer Park, TX 77536

281-478-0555

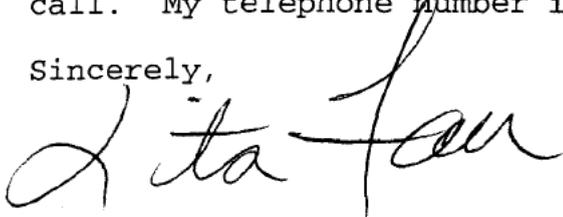
**Wes:**

Here is your company's executed copy of the Service Agreement. I appreciate all your efforts in helping to set up this agreement. To keep the service agreement in place, please make sure that all insurance certificates are kept current and that all future renewal certificates are sent to:

Enterprise Products Operating LP  
Attn Corporate Risk  
P O Box 4324  
Houston, TX 77210

Thanks again for your assistance. If you have any questions, please call. My telephone number is 281-385-4352.

Sincerely,

Lita Farr  
Sourcing Analyst

Enclosures

**EPCO  
HOLDINGS,  
INC.**

WORK CONTRACT NO. 4660  
ORIGINATOR PAT MCGRORY  
(Type/Print Department and Location)

**EPCO HOLDINGS, INC.**  
**SERVICE AGREEMENT** (Rev. 07/06)

THIS CONTRACT is entered into this 13th day of July, 2006, in the City of Houston, Harris County, Texas, between EPCO Holdings, Inc., a Delaware Corporation, and its Affiliates, P. O. Box 4735, Houston, Texas 77210-4735 ("Company"), and:

TANKCO SERVICES OF TEXAS, CORP.  
(Full Legal Name)

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

812 West 13th  
(Address)

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

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

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

II. DEFINITIONS "Contract" and "Agreement" mean this Contract and any subsequent oral or written Work order or agreement (together with any drawings, specifications or other exhibits attached to it) between the parties for Work. "Work" means all labor, goods, materials and services required to be performed and furnished by Contractor under any Agreement. "Affiliate" means with respect to any relevant entity, any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such relevant entity in question. "Control" means with respect to an entity, the ability or power, directly or indirectly, through one or more intermediaries, to direct or cause the direction of the management of such entity, whether through ownership of voting securities, by contract or otherwise.

III. PERFORMANCE Contractor represents and warrants that all Work shall be in strict accordance with and subject to all Contract terms and conditions, that it has adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment or performing any services provided under any Agreement, and that all Work shall be performed in a good and workmanlike manner, satisfactory and acceptable to Company.

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

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

VI. TAXES AND FEES Contractor agrees to accept full and exclusive liability for the payment of and to pay when due all taxes, licenses and fees levied or assessed by any governmental agency on Contractor in connection with or incident to the performance of any Agreement. Contractor agrees to require the same covenant of and be liable for any breach of it by its subcontractors. Contractor agrees to reimburse Company on demand for all such local, state or federal taxes or governmental charges which Company may be required or deem it necessary to pay on account of employees of Contractor or its subcontractors, or Company may deduct such payments from any sums which may be or become due to Contractor from Company; Contractor agrees to furnish Company with timely, sufficient and accurate information to make such reports and to pay such taxes and governmental charges if requested by Company.

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation: Statutory Limits.

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

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

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

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

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

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

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

Property Damage: \$500,000 per occurrence.

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

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

\$5 million

5) Additional insurance and surety limits:

a)  NONE REQUIRED.

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

c)  CONTRACTOR'S EQUIPMENT FLOATER POLICY

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

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

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

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

h)  POLLUTION LIABILITY.

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

Worker's Compensation policy:

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

Primary General, Auto and Excess Liability Policies:

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

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

- 1) The kinds and amounts of insurance required above.
- 2) The insurance Company or companies carrying the required coverages.
- 3) The policy number and the effective and expiration dates of each policy.
- 4) That Certificate Holder will be given thirty (30)-day prior written notice of any material change in or termination of any policy.
- 5) That a waiver of subrogation under Contractor's Worker's Compensation policy has been issued to Certificate Holder.
- 6) That Certificate Holder has been named as an "Additional Insured" on Contractor's primary Auto & General Liability policies and Excess/Umbrella policies.
- 7) A Certificate Holder notation reading as shown in the Form of Certificate Holder Notation in Exhibit IV.

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

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

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

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

**In no event shall Contractor or Company be liable to the other for any loss of income or anticipated profits or loss of use of equipment or facilities caused by or arising from the performance of Work under this Contract; provided, however, this limitation shall not apply to the extent that such damage is in any manner covered by and/or insured by a) Contractor's or any subContractor's policies of insurance, bonds or letters of credit required to be provided, carried and maintained pursuant to this Agreement or otherwise or b) policies of insurance naming Company or Contractor as certificate holder, named insured or additional insured, ; and, provided, further, if Company pays or owes to any person or entity that is not an affiliate of Contractor any costs, expenses or damages (including, without limitation, indirect, special, consequential, incidental, exemplary, punitive actual, direct and other damages) in settlement or satisfaction of any Claim and such costs expenses or damages are covered by any Contractor indemnity to Company under this Agreement, then Company may recover such costs, expenses or damages from Contractor.**

**XV. PATENTS AND LICENSES** A. Contractor represents and warrants that the use or construction of any and all tools, equipment and processes furnished by Contractor and used in any Work does not and shall not infringe on any license or patent which has been issued or applied for; and, in addition to all other indemnifying provisions contained in this Contract, Contractor agrees to indemnify, defend

and hold Company harmless from any and all claims, demands, and causes of action of every kind and character in favor of or made by any patentee, licensee or claimant of any right or priority to such tool, equipment or process, or the use or construction thereof, which may result from or arise out of furnishing or use of any such tool, equipment, or process by Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

**XXIV. NOTICES** All notices to be given with respect to this Contract and any Agreement shall be given to Company and to Contractor, respectively, at the address first above written and shall be in writing, postage or delivery charges prepaid. All notices shall be effective upon actual receipt or refusal of delivery by the party to whom given. All sums due to Contractor under any Agreement shall be payable at 2727 North Loop West, Houston, Harris County, Texas 77008.

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

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

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

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

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

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

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

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

**XXXI. CONSTRUCTION** The titles to the articles of this Contract are for the convenience of the parties, only; they are not a part of the Contract and shall have no effect in the construction or interpretation of it. In the event of a dispute over the meaning or application of any Agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.

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

<u>X</u>	Exhibit I	Scope of Work
<u>X</u>	Exhibit II	Price & Invoicing
<u>X</u>	Exhibit III	Drug, Alcohol & Illegal Items Policy
<u>X</u>	Exhibit IV	Insurance
—	Exhibit V	Schedule
—	Exhibit VI	Drawings & Attachments
—	Exhibit VII	General Requirements
—	Exhibit VIII	Consultant Terms & Conditions
—	Exhibit IX	Purchase Terms & Conditions

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

**EPCO HOLDINGS, INC.,**

**TANKCO SERVICES OF TEXAS, CORP.,  
CONTRACTOR**

By: Lusard Y. Bauman

By: [Signature]

Title: Executive Vice President

Title: President and CEO

*mac*

**EXHIBIT I**

**SCOPE OF WORK**

Contractor's Work will be :

**SERVICES INCLUDING BUT NOT LIMITED TO HIGH PRESSURE WASHER,  
HYDRO WASHER, VACUUM TRUCKS, NON HAZARDOUS AND  
HAZARDOUS LIQUIDS, AND VACUUM CONTAINERS.**

**EXHIBIT II**  
**PRICE AND INVOICING**

DO BE DETERMINED AT THE TIME THE ORDER IS PLACED.

## EXHIBIT III

EPCO HOLDINGS, INC.  
POLICY**ILLEGAL AND UNAUTHORIZED ITEMS AT  
OPERATIONAL FACILITIES AND IN OPERATIONAL VEHICLES**

Company is committed to providing a safe working environment for its employees, visitors, and contract personnel. THE POSSESSION, USE, SALE, TRANSFER, RECEIPT OR PRESENCE AND BEING UNDER THE INFLUENCE OF DANGEROUS DRUGS OR CONTROLLED SUBSTANCES (EXCEPT AS LAWFULLY PRESCRIBED FOR THE PERSON IN POSSESSION), DRUG PARAPHERNALIA OR ALCOHOLIC BEVERAGES ARE FORBIDDEN AT, UPON OR WITHIN COMPANY OPERATIONAL FACILITIES AND OPERATIONAL VEHICLES.

Operational facilities include the entire premises of all terminals, processing plants, loading racks, pipelines, storage, warehouses, garages, shops, field worksites and retail locations. Operational vehicles include all vehicles (tractors, trailers, transports and pickups) bearing an external company name, logo, trade name, trademark or placard. Dangerous drugs include all drugs and devices, which are prohibited by Federal or State law from being dispensed without a prescription. Controlled substances include cocaine, marijuana, narcotics and all other drugs and materials which are controlled under Federal or State law. Drug paraphernalia includes roach clips, gram scales and any other property or material, which Company deems is intended or has been adapted or modified for drug use. Alcoholic beverages include liquor, beer and wine, except liquor, beer and wine stored in passenger vehicles. "Under the influence" means having detectable levels of dangerous drugs, controlled substances or alcohol in the breath, blood or urine.

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

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

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

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

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

Company requires that all prescriptions and over-the-counter medications at Company operational facilities and Company operational vehicles be in original containers with prescriptions showing the name and doctor of the person in possession. As an employee, you have a responsibility to determine whether or not the use of a legal prescription may present a safety risk at work. You should ensure that your physician is aware of the nature of your job. Employees who feel, or who have been informed, that the use of a legal prescription or over-the-counter medicine may affect the employee's job performance, or may affect the safety of co-workers, members of the public or the employee, must report such drug use to the Safety Department so the Company can evaluate whether the employee may continue to work.

The use or being under the influence of any legally prescribed drug or over-the-counter medicine is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Company's facilities or vehicles.

**EXHIBIT IV****INSURANCE****1. Certificate Holder Definition**

"Certificate Holder" shall mean EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC. and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any equipment or facility operated by them.

**2. Form of Additional Insured Endorsement**

It is agreed that such insurance as is afforded by the policy shall apply to EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC. and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, to whom the named insured is obligated by contract to provide such insurance, but only to the extent of coverage required by such contracts as respects operations performed in connection with the insured and only if such contract was agreed to in writing or orally by the named insured or his/its representatives prior to the occurrence of any loss under such contract.

**3. Form of Certificate Holder Notation**

EPCO Holdings, Inc. Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC. and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, arising from the work to be performed under oral or written contract.

P. O. Box 4324  
Houston, Texas 77210  
Attention: Corporate Risk

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

In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special or statutory employees) are covered by Louisiana Worker's Compensation Act, LSA-R.S. 23:1021 *et seq.*, Company and Contractor agree that all Work performed by Contractor and its employees pursuant to any Agreement is an integral part of and essential to the ability of Company/Certificate Holder to generate Company/Certificate Holder's goods, products and services, for purposes of LSA-R.S. 23:1061(A)(1). Furthermore, Company and Contractor agree that Company/Certificate Holder is the principal or statutory employer of Contractor's employees; provided, however, this provision is included for the sole purpose of establishing a statutory employer relationship to obtain the benefits of LSA-R.S. 23:11031(C-E) and 23:1061(A) and is not intended to create an employer/employee relationship for any other purpose. Irrespective of Company/Certificate Holder's status as the statutory employer or special employer [as defined in LSA-R.S. 23:1031(C)] of Contractor's employees, Contractor shall remain primarily responsible for the payment of Louisiana worker's compensation benefits to its employees and shall not be entitled to seek contribution for any such payments from Company/Certificate Holder.

Contractor agrees that its worker's compensation insurance and employer's liability insurance policies shall be endorsed to designate Certificate Holder as an alternate employer and as a principal and statutory employer or borrowing employer.

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

**A. Reports**

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

**B. Confidentiality**

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

## Standards of Business Conduct Acknowledgement

The undersigned ("Contractor") acknowledges receipt and review of the Enterprise Standards of Business Conduct (the "Standards") set forth below and agrees that Contractor will adhere to and comply with these Standards (as amended, revised or supplemented from time to time) in providing any services to Enterprise (as defined in the Standards) and in any dealings Contractor may have with any employees of Enterprise.

TANKCO SERVICES OF TEXAS, INC.  
(Name of Contractor)

By: [Signature]  
Title: President

Date: 3.29.06



### STANDARDS OF BUSINESS CONDUCT

These Standards of Business Conduct are applicable to all employees of, and to the business activities of, Enterprise Products Partners L.P., Enterprise Products Operating L.P., Enterprise Products GP, LLC, Enterprise Products Company, Enterprise Transportation Company and their divisions, affiliates and subsidiaries (collectively referred to herein as "Enterprise").

Enterprise is committed to the adherence to ethical, moral and legal standards in the conduct of its business. However, Enterprise can not achieve this goal without the support of each individual employee. The integrity, reputation and profitability of Enterprise depend on the individual actions of each employee. In order to make this commitment, employees must act in accordance with these principles.

Our Standards of Business Conduct ("Standards") serve to assist the individual in making decisions in the course of their everyday activities. Our Standards do not – and cannot – cover all situations. Our Standards should be interpreted in connection with more specific Enterprise policies and the employee's good common sense. Reasons such as "Everyone does it", "The competition does it" or "It's not illegal" are unacceptable excuses for violating our Standards. Additionally, we must seek to avoid situations and actions that *appear* to be improper.

You are responsible for becoming thoroughly familiar with these Standards. If you have any questions concerning a particular situation, you are encouraged to discuss the matter with a member of senior management or the Human Resources Department. Any suspected violations should be reported to the Human Resources Department. Every effort will be made to protect your confidentiality, to insure that your questions are answered and your concerns are investigated promptly. You may call anonymously, if you prefer.

**Employees:** We are committed to maintaining employment practices based on equal opportunity for all employees. We will respect each other's privacy and treat each other with dignity and respect. We are committed to maintaining an atmosphere of open communication for all employees.

**Conflicts of Interest:** Employees should avoid any situation where their objectivity may reasonably be questioned whether due to individual interests or personal or family relationships. However, we recognize that an employee may inadvertently find themselves in such a situation. Employees should notify their Vice President, Senior Vice President or Executive Vice President in the event of such a situation immediately.

**Non-Public Company Information:** Employees shall not give or release confidential data or information concerning Enterprise to anyone not employed by Enterprise without proper authorization.

**Ownership Interests:** Employees who own, directly or indirectly, any interest in companies doing business with Enterprise, must disclose such information promptly and in writing to the employee's Vice President, Senior Vice President or Executive Vice President. Ownership of publicly traded securities is not reportable, unless the ownership interest could reasonably give rise to a conflict of interest.

**Related Employment:** If a member of your immediate family is employed with an entity doing or seeking to do business with Enterprise, you are required to report this information to a Vice President, Senior Vice President or Executive Vice President if you are in a position to recommend or determine if Enterprise will do business with your family member's business or employer. The disclosure of such information will not preclude Enterprise from doing business with such an outside entity, but may require that work assignments be shifted or additional approvals be obtained prior to doing business with the outside entity so as to avoid any conflict of interest or the appearance of impropriety.

**Outside Activities:** Employees should avoid outside employment or activities if the activity reduces work efficiency, interferes with your ability to act conscientiously in the best interest of Enterprise, requires you to use proprietary, confidential or otherwise non-public information, procedures, plans or techniques of Enterprise or otherwise creates the appearance of impropriety.

**Use of Enterprise personnel or property for non- Enterprise business.** Excessive, non-routine and/or expensive use of Enterprise property for purposes not related to Enterprise business is not permitted. Employees may occasionally use Enterprise property such as telephones, computers or photocopiers for personal business. Enterprise's tools, equipment or machines are not to be used for personal purposes. Enterprise property may be used for or participate in legitimate charitable or non-profit purposes only with prior written approval of the Chairman, President, or a Senior or Executive Vice President.

Employees work for and are compensated by Enterprise for their time. Enterprise employees may not be asked or required to perform work not related to Enterprise's business during their working hours. At your option, you may participate in activities relating to legitimate charitable or non-profit institutions or educational activities during working hours with prior written approval from your Vice President, Senior or Executive Vice President or their designee.

**Dealing with Suppliers:** People who want to do business, or continue to do business, with Enterprise must understand that all purchases by Enterprise will be made exclusively on the basis of price, quality, service and suitability to Enterprise's needs.

Reciprocity will not be allowed. Suppliers will not be asked to buy goods and/or services from Enterprise, an Enterprise employee or his/her family or to donate money, goods or services to a school, charity or non-profit organization in order to become or to continue to be a supplier.

Employees or their families must not seek or accept any type of payment (direct, indirect, under-the-table, or otherwise), kickback or rebate related to or based upon Enterprise's purchase or sale of goods or services. Any offer of this type should be immediately reported to the employee's Senior or Executive Vice President or the Human Resources Department.

**Gifts and Entertainment:** We recognize that common business practice permits the offer and acceptance of certain courtesies, usually meals and entertainment. Do not accept or offer gifts or entertainment if someone would believe that the gift or entertainment obligates you or Enterprise to do business with that person or company. Many companies have standards similar to Enterprise's which limit or prevent the acceptance of gifts or entertainment. Please insure that each company's Standards are complied with.

To avoid both the reality and appearance of improper relations between Enterprise employees and suppliers or customers, the following standards will apply to the receipt or offer of gifts and entertainment:

1. **Gifts:** Gifts include merchandise, products, personal services, and tickets to theater or sporting events. Employees must not solicit gifts, gratuities or any type of personal benefit or favor. Employees are prohibited from accepting gifts of money. Employees may accept unsolicited gifts having a value of less than \$50.00. Gifts of greater value are Enterprise's property and should be reported to a member of senior management.

2. **Entertainment:** Employees are prohibited from soliciting entertainment from any company or person doing or attempting to do business with Enterprise. Similarly, Enterprise will not do business with companies or persons soliciting entertainment from Enterprise or its employees. Entertainment includes, but is not limited to, meals, golf outings, out of town trips and sporting events. Permitted entertainment involves the people who would naturally deal with the issues to be discussed or the business to be transacted. Additionally, the expense and location of the entertainment must be reasonable, given the persons involved and the nature of the business to be transacted.

Entertainment involving recreational travel and/or an overnight stay must be approved in writing in advance by the Chairman, President, Group Executive Vice President or their designee. "Business Entertainment Record" forms are available for this purpose.

**Dealings with Customers and Potential Customers** Enterprise gets and keeps business because of the quality of its products and services. Enterprise does not give unethical or illegal rebates, kickbacks, under the table payments or other improper favors to customers or their representatives.

**Political Activities and Dealings with Public Officials:** You are encouraged to become active in political and/or governmental affairs on your own behalf. However, remember that only a member of senior management or other designated employee may act or speak on behalf of Enterprise if you have any questions, please consult with the Law Department. Enterprise funds or other assets cannot be used for payments, gifts, loans or any other transfer, either directly or indirectly to officials, agents or employees of political parties, labor organizations, governments or any other person or entity, where such transfer could reasonably be considered a bribe, kickback or other illegal or unethical payment.

**Compliance:** By signing the attached Compliance Statement, you agree that you understand and agree to comply with our Standards. The Compliance Statement and any written disclosures under these Standards will be maintained in your permanent personnel records. Periodically, you will be asked to reaffirm your commitment and understanding of these Standards.

**Violations:** Employees should immediately report violations of these Standards to their Vice President, Senior Vice President, Executive Vice President or the Human Resources Department. Violations may result in disciplinary action ranging from an oral reprimand to termination. All proposed disciplinary action is subject to review by senior management. In addition to any disciplinary action taken by Enterprise, some violations may require restitution and may lead to civil or criminal action against the persons or entities involved.

**Continuance of Existing Personnel Policies, Rules and Performance Standards:** Enterprise, its divisions and/or each of its affiliated companies has codified numerous personnel policies, rules and standards of employee performance, which continue in force. These Standards of Business Conduct are intended to supplement and amplify those established personnel policies, rules and standards.

**Updating:** Enterprise will periodically review its Standards of Business Conduct and make appropriate additions or changes. You will be fully informed of all updating of the Standards. The policies and procedures set forth provide guidelines for management and employees during employment, but do not create contractual rights regarding termination, continued employment or otherwise. The employment relationship is employment-at-will.

#### COMPLIANCE STATEMENT

I, [ DO NOT COMPLETE ], have read and understand Enterprise's Standards of Business Conduct. I agree to comply with and help insure compliance with these Standards. I understand that violation of these Standards may result in disciplinary action ranging from an oral reprimand to termination.

Date

[DO NOT COMPLETE]

Employee

Comments/Priorities:

RETURN TO: LAKISHA LEWIS, HOUSTON-12<sup>th</sup> Floor, Building 1100

## Contract Documents Package:

Contract and Exhibits (Enterprise set)  
 Contract and Exhibits (Contractor set)  
 Contractor's Certificate of Insurance

## EPCO HOLDINGS, INC. CONTRACTOR AUTHORIZATION (Rev. 12/06)

Contract Originator: CAREN GOZZI

Originator's Location: HOUSTON

Contractor Name: ANDERSON POLLUTION CONTROL, INC.

Contract Type (Circle One):

 **S**  
 (Standard Service Agreement)

 **M**  
 (Modified Service Agreement)

 **O**  
 (Other)
Vendor Number: 200331957

Contract: #4864

Contract Dated: FEBRUARY 6, 2007

RECEIVED

APR 23 2007

CORPORATE RISK

USE OF CONTRACTOR AUTHORIZED UNTIL: \_\_\_\_\_  
 (Expiration date of Contract or Certificate of Insurance,  
 whichever is earlier)

Reviewed By (initials):

Safety

 TA  Date 4/20/07

Corporate Risk

  Date 4/23/07

Compliance

 Date 5/30/07

Law

 UR  Date 6/5/07

OPERATIONAL FACILITY

DRUG PROGRAM CLEARANCE

 all work

 only non-DOT work

 NO work in  
 operational  
 facilities

**Lewis, LaKisha**

---

**From:** Auld, Charles (Tony)  
**Sent:** Friday, April 20, 2007 10:03 AM  
**To:** Lewis, LaKisha  
**Cc:** Gozzi, Caren  
**Subject:** RE: Anderson Pollution Control

Safety approved in Dejevu 4/20/07

**C.A. (Tony) Auld**  
Director, Safety  
Office: 210.528.3243  
Cell: (b) (6)

---

**From:** Lewis, LaKisha  
**Sent:** Tuesday, March 13, 2007 9:26 AM  
**To:** Auld, Charles (Tony)  
**Subject:** Anderson Pollution Control

Tony,

Please review the attached PQF and advise. This contractor is a member of isnetworld.

Thanks,  
Lakisha

4/20/2007



Enterprise Products™

## Contract Review Risk Assessment Form

Date: 10/04/06

Contractor:

ANDERSON POLLUTION CONTROL INC

Email:

Tommy@andersonpollutioncontrol.com  
gigi@andersonpollutioncontrol.com

Contact:

Tommy Anderson

Form of organization:

Corp. Partnership Other Sole Proprietorship  Owner 

Street Address:

1011 West Lewis Ste A

State of organization:

Texas

Mailing Address:

Control, Tx 79301

FEIN Number:

20 0331957

Telephone No.:

936 441 2225

Fax No.:

936 539 2099

Check possible site location(s) Contractor will be performing work:

 Enterprise  Acadian Gas  K/D/S PromixWill work include?  Pipelines  Plant

Entire scope of work to be performed: We can perform any type of ENVIRONMENTAL cleanup.  
We provide Emergency Response / Remediation Services / Pipeline maintenance.

Does this contractor provide any specialized service and/or products? Please describe: WITH THE ABOVE MENTIONED SERVICES WE ALSO PROVIDE A VARIETY OF SPILL PRODUCTS.

Are the specialized service and/or product necessary to Enterprise? Explain: YES / IN THE DAY TO DAY OPERATIONS  
ALL OUR SERVICES ARE MAINTAINED AND UTILIZED

Please provide a list of other contractors used for the same scope of work, including any above mentioned specialty:

GARNER ENVIRONMENTAL / OIL MOP / CENTER / ARC / USES

Estimated number of contractor employees on jobsite: EACH JOB WILL DETERMINE NUMBER OF EMPLOYEE PERSONNEL

			YES	NO
1.	Will contractor's employees be working off ground or below ground level?	Height: ? Pipeline Maintenance	Depth: ?	<input checked="" type="checkbox"/> <input type="checkbox"/>
2.	Will contractor supply materials?	Describe: ALL TYPES OF SPILL SUPPLIES		<input checked="" type="checkbox"/> <input type="checkbox"/>
3.	Will contractor have care, custody and/or control of our property?	Describe:	Where stored:	<input type="checkbox"/> <input checked="" type="checkbox"/>
4.	Any I & E work?			<input type="checkbox"/> <input checked="" type="checkbox"/>
5.	Any proficiency welding?			<input type="checkbox"/> <input checked="" type="checkbox"/>
6.	Will contractor be using a crane?	Size: IF NEEDED ON PROJECTS AWARDED		<input checked="" type="checkbox"/> <input type="checkbox"/>
7.	Will contractor use any other mobile equipment at the site?	Describe: Whatever the project requires		<input checked="" type="checkbox"/> <input type="checkbox"/>
8.	Will contractor be bringing in Hazardous Materials for use in the work to be performed?	Describe:		<input type="checkbox"/> <input checked="" type="checkbox"/>

RAF/6

			YES	NO		
9.	Will contractor be disposing of Hazardous Materials?	On whose behalf: <i>the client</i>	Describe: <i>Remediation products from spills facilities</i>	Where disposed: <i>App.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.	Will subcontractors be used:	For what work: <i>Additional Support when needed</i>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
11.	Will any work be performed over water or on any dock?				<input checked="" type="checkbox"/>	<input type="checkbox"/>
12.	Has contractor performed any work for Enterprise in the past?	<i>NOT ENTERPRISE / Yes for Teppco</i>			<input checked="" type="checkbox"/>	<input type="checkbox"/>
13.	Number and type of licensed vehicles to be brought to the site:	<i>1-10 Pickups - Vacuum TRKS - Adley TRKS</i>				
14.	Will contractor, contractor's employees or subcontractors be exposed directly to or involved with the following:					
	<input checked="" type="checkbox"/> Hazardous Chemicals	<input checked="" type="checkbox"/> Corrosives	<input checked="" type="checkbox"/> Poisons			
	<input checked="" type="checkbox"/> Flammables	<input checked="" type="checkbox"/> Combustibles	<input checked="" type="checkbox"/> Corrosive Material			
	<input checked="" type="checkbox"/> Confined Space Entry	<input checked="" type="checkbox"/> High Pressure Cleaning	<input type="checkbox"/> Electrical High Voltage			
	<input type="checkbox"/> Hot Work	<input type="checkbox"/> Hot Tapping				
15.	Will contractor provide any of the following Professional services or rendering a professional opinion?					
	<input type="checkbox"/> Engineering	<input type="checkbox"/> Architectural/Process Design	<input type="checkbox"/> Auditing			
	<input type="checkbox"/> Legal	<input type="checkbox"/> Medical	<input type="checkbox"/> Inspection			
	<input type="checkbox"/> Computer Programming	<input type="checkbox"/> Employment Services	<input type="checkbox"/> Lab Analysis			
<b>NOTE: IF ANY OF THE ABOVE ARE CHECKED (#15), PLEASE ANSWER THE FOLLOWING:</b>						
	1. WILL VENDOR RENDER A PROFESSIONAL OPINION?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
	2. WILL ENTERPRISE RELY SOLELY ON THIS OPINION?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
	3. WILL ENTERPRISE REVIEW AND APPROVE ALL DOCUMENTS?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
	4. WHAT ARE THE VENDOR'S CREDENTIALS/TITLE?					
16.	Describe any operations involving offshore/wet exposure including diving and use of owned or non-owned watercraft: <i>Pipeline Spills located near creeks, rivers, COASTAL AND SHIP CHANNEL AREA WILL require wet/exposure. We maintain equipment to facilitate any of these situations. We are an O&amp;G OIL Spill Response Organization.</i>					
17.	Please describe any aircraft to be used: <i>NONE</i>					
Additional Information: <i>We have been utilized by Teppco for several years and have maintained a good working relationship with same.</i> <i>Tommy Anderson</i>						

*[Signature]*

Signature (Contract originator)

*Tommy Anderson*  
Environmental Supervisor  
President

Title

RETURN FORM TO:

FOR OPERATIONS REQUESTS

Lita Farr

Telephone: 281-385-4352

FAX: 281-385-4481

E-Mail: [lfarr@enprod.com](mailto:lfarr@enprod.com)

FOR ENGINEERING REQUESTS

LaKisha Lewis

Telephone: 713-381-8234

FAX: 713-803-2970

E-Mail: [rlewis@teppco.com](mailto:rlewis@teppco.com)

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		OF ID DE ANDER-5	DATE (MM/DD/YYYY) 02/06/07
<b>PRODUCER</b> Insurance Alliance 1776 Yorktown, #200 Houston TX 77056 Phone: 713-966-1776 Fax: 713-966-1700		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Anderson Pollution Control Inc 1011 W. Lewis Suite A Conroe TX 77301-2219		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: <b>Hudson Insurance Company</b>	
		INSURER B: <b>Clarendon America Ins. Co.</b>	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor's Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FEC6110046	11/24/06	11/24/07	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.
					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
					Emp Ben. excluded
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DCT000009088	11/24/06	11/24/07	COMBINED SINGLE LIMIT (Ea accident) \$ 100000
		DSSB4213405	11/24/06	11/24/07	BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	FXS6110047	11/24/06	11/24/07	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
					\$
					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	Equipment Floater	DCT000006557	11/24/06	11/24/07	Leased Eq 50000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Certificate holder is shown as additional insured/waiver status is granted under a blanket insured/waiver endorsement as required by written contract. Additional insured is not shown with the Workers Comp policy.

**CERTIFICATE HOLDER****CANCELLATION**

EPCOI-1  Epc Holdings Inc. Enterprise Products Partners, LP, *** See attached Named Ins** P.O. Box 4324 Houston TX 77210	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Harlan J. Berger</i>
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTEPAD:**

HOLDER CODE EPCOI-1

ANDER-5

PAGE 3

INSURED'S NAME Anderson Pollution Control Inc

OP ID DE

DATE 02/06/07

Additional Cert Holders: EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC., and each of their parent, subsidiary and affiliated companies



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/06/2007

<b>PRODUCER</b> Rod Stevenson Blake International Inc. 9511 Summerbell Houston, TX 77074                      713.771.4500	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Anderson Pollution Control 1011-A West Street Conroe, TX 77301	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: TEXAS MUTUAL</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></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> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: TEXAS MUTUAL		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: TEXAS MUTUAL													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Q000763271	02/18/2008	02/18/2007	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Waiver of Subrogation  
 Longshore Included

Certificate issued to EPCO Holdings, Inc, Enterprise Products Partners LP, Enterprise Products Operating LP, EPCO Inc, Texas Eastern Products Pipeline Company, LLC and each of their parent, subsidiary and affiliated companies.

**CERTIFICATE HOLDER**

EPCO Holdings, Inc and its Affiliates  
 Attn: Corporate Risk  
 P. O. Box 4324  
 Houston, TX 77210

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**EPCO  
HOLDINGS,  
INC.**

WORK CONTRACT NO. #4864  
ORIGINATOR: **CAREN GOZZI**  
(Type/Print Department and Location)

**EPCO HOLDINGS, INC.**  
**SERVICE AGREEMENT** (Rev. 0708)

THIS CONTRACT is entered into this **6th** day of **FEBRUARY, 2007** in the City of Houston, Harris County, Texas, between EPCO Holdings, Inc., a Delaware Corporation, and its Affiliates, P. O. Box 4735, Houston, Texas 77210-4735 ("Company"), and:

**ANDERSON POLLUTION CONTROL, INC.**  
(Print Legal Name)

**A TEXAS CORPORATION**  
(State) (Corporation, Partnership or Sole Proprietorship)

**1011 WEST LEWIS, SUITE A**  
(Address)

**CONROE, TX 77301** ("Contractor").  
(City) (State) (Zip)

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

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

**II. DEFINITIONS** "Contract" and "Agreement" mean this Contract and any subsequent oral or written Work order or agreement (together with any drawings, specifications or other exhibits attached to it) between the parties for Work. "Work" means all labor, goods, materials and services required to be performed and furnished by Contractor under any Agreement. "Affiliate" means with respect to any relevant entity, any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such relevant entity in question. "Control" means with respect to an entity, the ability or power, directly or indirectly, through one or more intermediaries, to direct or cause the direction of the management of such entity, whether through ownership of voting securities, by contract or otherwise.

**III. PERFORMANCE** Contractor represents and warrants that all Work shall be in strict accordance with and subject to all Contract terms and conditions, that it has adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment or performing any services provided under any Agreement, and that all Work shall be performed in a good and workmanlike manner, satisfactory and acceptable to Company.

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

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

**VI. TAXES AND FEES** Contractor agrees to accept full and exclusive liability for the payment of and to pay when due all taxes, licenses and fees levied or assessed by any governmental agency on Contractor in connection with or incident to the performance of any Agreement. Contractor agrees to require the same covenant of and be liable for any breach of it by its subcontractors. Contractor agrees to reimburse Company on demand for all such local, state or federal taxes or governmental charges which Company may be required or deem it necessary to pay on account of employees of Contractor or its subcontractors, or Company may deduct such payments from any sums which may be or become due to Contractor from Company; Contractor agrees to furnish Company with timely, sufficient and accurate information to make such reports and to pay such taxes and governmental charges if requested by Company.

**VII. LABOR AND MATERIAL** Contractor shall pay all claims for labor and material related to the Work and shall not permit any liens of any kind to be fixed against the property of Company or the property of others arising out of claims of Contractor, its employees, mechanics, materialmen, or subContractors; and upon the completion of the Work, Contractor shall furnish Company with evidence satisfactory to Company of the payment of all such claims. Contractor shall indemnify and hold harmless Company from and

against all such claims or liens; and Contractor agrees, that, without waiver of any other rights or remedies available to Company, any sums due to Contractor from Company may be withheld and applied by Company toward the discharge or payment of any such claims or liens.

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

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

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

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

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

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

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

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

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

**XIII. INSURANCE** A. Contractor, at its own expense, shall provide and maintain in force with insurance companies acceptable to Company the kinds of insurance and minimum amounts of coverage set forth in paragraph B, below, to cover all loss and liability for damages on account of bodily injury, including death, and damage to or destruction of property caused by or arising from

any and all activities carried on or any and all Work performed under any Agreement. Contractor shall cause its insurer to name Certificate Holder as an additional insured on its Auto, General and Excess Liability insurance policies and grant Certificate Holder a waiver of subrogation on its Workers' Compensation insurance policy. "Certificate Holder" shall have the meaning provided in the Certificate Holder Definition in Exhibit IV. If Contractor fails or refuses to carry out any of the provisions of this Article XIII, Company shall, in addition to any right to recover damages or obtain other relief, have the right to suspend Contractor's authorization to proceed with Work or terminate this Contract.

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

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

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

Bodily Injury: \$500,000 per occurrence, \$1 million aggregate.  
Property Damage: \$500,000 per occurrence, \$1 million aggregate.  
OR Combined Single Limit (CSL) of \$1 million per occurrence, \$2 million aggregate.

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

Bodily Injury: \$500,000 per person, \$500,000 per occurrence/accident.  
Property Damage: \$500,000 per occurrence.  
OR Combined Single Limit of \$1 million per occurrence.

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

\$5 million

5) Additional insurance and surety limits:

- a)  NONE REQUIRED.
- b)  ALL-RISK BUILDER'S RISK POLICY with limits of \$\_\_\_\_\_, Minimum Deductible \$\_\_\_\_\_.
- c)  CONTRACTOR'S EQUIPMENT FLOATER POLICY
- d)  OWNER/CONTRACTOR'S PROTECTIVE LIABILITY POLICY with minimum limits of \$500,000 CSL.
- e)  CRANE COVERAGE -- LIFTER'S LIABILITY POLICY with limits of \$500,000 CSL.
- f)  PROFESSIONAL LIABILITY INSURANCE covering acts, errors, omissions, malpractice, as applicable, potentially arising from or pertaining to any Work to be performed by Contractor, its employees, agents or subcontractors; policy limits shall not be less than \$1 million per occurrence/claim; OR in lieu of such insurance, Contractor may furnish an irrevocable letter of credit in form and amount and with an issuer satisfactory to Company.
- g)  PERFORMANCE AND MAINTENANCE BOND. Upon execution of this Contract and prior to commencing performance hereunder, Contractor shall execute, with a surety Company satisfactory to Company, a Surety Bond to guarantee completion of the Work within the time provided, the payment of all claims and the fulfillment of all obligations arising, either directly or indirectly, under any Agreement, including but not limited to the defense of all litigation incidental to any Agreement to which Certificate Holder is made a party. The surety limits shall be not less than one hundred percent (100%) of the total estimated contract price or as agreed to by Company. In lieu of such surety bond, Contractor may cause to be issued an irrevocable letter of credit payable to the order of Company in such amount, in a form and with an issuer acceptable to Company; or, if acceptable to Company, Contractor may use a combination of surety bond, letter of credit, or corporate or personal guaranty.

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

Worker's Compensation policy:

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

Primary General Auto and Excess Liability Policies:

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

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

- 1) The kinds and amounts of insurance required above.
- 2) The insurance Company or companies carrying the required coverages.
- 3) The policy number and the effective and expiration dates of each policy.
- 4) That Certificate Holder will be given thirty (30)-day prior written notice of any material change in or termination of any policy.
- 5) That a waiver of subrogation under Contractor's Worker's Compensation policy has been issued to Certificate Holder.
- 6) That Certificate Holder has been named as an "Additional Insured" on Contractor's primary Auto & General Liability policies and Excess/Umbrella policies.
- 7) A Certificate Holder notation reading as shown in the Form of Certificate Holder Notation in Exhibit IV.

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

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

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

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

In no event shall Contractor or Company be liable to the other for any loss of income or anticipated profits or loss of use of equipment or facilities caused by or arising from the performance of Work under this Contract; provided, however, this limitation shall not apply to the extent that such damage is in any manner covered by and/or insured by a) Contractor's or

any subContractor's policies of insurance, bonds or letters of credit required to be provided, carried and maintained pursuant to this Agreement or otherwise or b) policies of insurance naming Company or Contractor as certificate holder, named insured or additional insured, ; and, provided, further, if Company pays or owes to any person or entity that is not an affiliate of Contractor any costs, expenses or damages (including, without limitation, indirect, special, consequential, incidental, exemplary, punitive actual, direct and other damages) in settlement or satisfaction of any Claim and such costs expenses or damages are covered by any Contractor indemnity to Company under this Agreement, then Company may recover such costs, expenses or damages from Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

**XXIV. NOTICES** All notices to be given with respect to this Contract and any Agreement shall be given to Company and to Contractor, respectively, at the address first above written and shall be in writing, postage or delivery charges prepaid. All notices shall be effective upon actual receipt or refusal of delivery by the party to whom given. All sums due to Contractor under any Agreement shall be payable at 1100 Louisiana, Houston, Harris County, Texas 77002.

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

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

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

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

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

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

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

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

**XXXI. CONSTRUCTION.** The titles to the articles of this Contract are for the convenience of the parties, only; they are not a part of the Contract and shall have no effect in the construction or interpretation of it. In the event of a dispute over the meaning or application of any Agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.

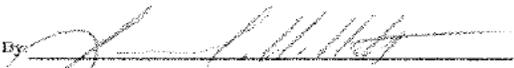
**XXXII. EXHIBITS.** The Exhibits checked below and attached to this Contract are incorporated in and made a part of it for all purposes:

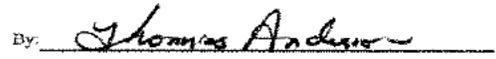
<input checked="" type="checkbox"/>	Exhibit I	Scope of Work
<input checked="" type="checkbox"/>	Exhibit II	Price & Invoicing
<input checked="" type="checkbox"/>	Exhibit III	Drug, Alcohol & Illegal Items Policy
<input checked="" type="checkbox"/>	Exhibit IV	Insurance
<input type="checkbox"/>	Exhibit V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

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

**EPCO HOLDINGS, INC.**

**ANDERSON POLLUTION CONTROL, INC.**

By:   
 Title: Senior Vice President

By:   
 Title: Asst / Treasurer

**EXHIBIT I**  
**SCOPE OF WORK**

Contractor's Work will be: **TO PERFORM ENVIRONMENTAL CLEANUP, EMERGENCY RESPONSE, REMEDIATION SERVICES, AND PIPELINE MAINTENANCE.**

**EXHIBIT II**  
**PRICE AND INVOICING**

TO BE DETERMINED AT THE TIME THE ORDER IS PLACED.

## EXHIBIT III

EPCO HOLDINGS, INC.  
POLICY**ILLEGAL AND UNAUTHORIZED ITEMS AT  
OPERATIONAL FACILITIES AND IN OPERATIONAL VEHICLES**

Company is committed to providing a safe working environment for its employees, visitors, and contract personnel. THE POSSESSION, USE, SALE, TRANSFER, RECEIPT OR PRESENCE AND BEING UNDER THE INFLUENCE OF DANGEROUS DRUGS OR CONTROLLED SUBSTANCES (EXCEPT AS LAWFULLY PRESCRIBED FOR THE PERSON IN POSSESSION), DRUG PARAPHERNALIA OR ALCOHOLIC BEVERAGES ARE FORBIDDEN AT, UPON OR WITHIN COMPANY OPERATIONAL FACILITIES AND OPERATIONAL VEHICLES.

Operational facilities include the entire premises of all terminals, processing plants, loading racks, pipelines, storage, warehouses, garages, shops, field worksites and retail locations. Operational vehicles include all vehicles (tractors, trailers, transports and pickups) bearing an external company name, logo, trade name, trademark or placard. Dangerous drugs include all drugs and devices, which are prohibited by Federal or State law from being dispensed without a prescription. Controlled substances include cocaine, marijuana, narcotics and all other drugs and materials which are controlled under Federal or State law. Drug paraphernalia includes roach clips, gram scales and any other property or material, which Company deems is intended or has been adapted or modified for drug use. Alcoholic beverages include liquor, beer and wine, except liquor, beer and wine stored in passenger vehicles. "Under the influence" means having detectable levels of dangerous drugs, controlled substances or alcohol in the breath, blood or urine.

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

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

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

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

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

Company requires that all prescriptions and over-the-counter medications at Company operational facilities and Company operational vehicles be in original containers with prescriptions showing the name and doctor of the person in possession. As an employee, you have a responsibility to determine whether or not the use of a legal prescription may present a safety risk at work. You should ensure that your physician is aware of the nature of your job. Employees who feel, or who have been informed, that the use of a legal prescription or over-the-counter medicine may affect the employee's job performance, or may affect the safety of co-workers, members of the public or the employee, must report such drug use to the Safety Department so the Company can evaluate whether the employee may continue to work. The use or being under the influence of any legally prescribed drug or over-the-counter medicine is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Company's facilities or vehicles.

## EXHIBIT IV

## INSURANCE

1. Certificate Holder Definition

"Certificate Holder" shall mean EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC, and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any equipment or facility operated by them.

2. Form of Additional Insured Endorsement

It is agreed that such insurance as is afforded by the policy shall apply to EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC, and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, to whom the named insured is obligated by contract to provide such insurance, but only to the extent of coverage required by such contracts as respects operations performed in connection with the insured and only if such contract was agreed to in writing or orally by the named insured or his/its representatives prior to the occurrence of any loss under such contract.

3. Form of Certificate Holder Notation

EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC, and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, arising from the work to be performed under oral or written contract.

P. O. Box 4324  
Houston, Texas 77210  
Attention: Corporate Risk

4. Additional Terms for Work to be Performed in Louisiana

In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special or statutory employees) are covered by Louisiana Worker's Compensation Act, LSA-R.S. 23:1021 *et seq.*, Company and Contractor agree that all Work performed by Contractor and its employees pursuant to any Agreement is an integral part of and essential to the ability of Company/Certificate Holder to generate Company/Certificate Holder's goods, products and services, for purposes of LSA-R.S. 23:1061(A)(1). Furthermore, Company and Contractor agree that Company/Certificate Holder is the principal or statutory employer of Contractor's employees; provided, however, this provision is included for the sole purpose of establishing a statutory employer relationship to obtain the benefits of LSA-R.S. 23:11031(C-E) and 23:1061(A) and is not intended to create an employer/employee relationship for any other purpose. Irrespective of Company/Certificate Holder's status as the statutory employer or special employer [as defined in LSA-R.S. 23:1031(C)] of Contractor's employees, Contractor shall remain primarily responsible for the payment of Louisiana worker's compensation benefits to its employees and shall not be entitled to seek contribution for any such payments from Company/Certificate Holder.

Contractor agrees that its worker's compensation insurance and employer's liability insurance policies shall be endorsed to designate Certificate Holder as an alternate employer and as a principal and statutory employer or borrowing employer.

80494 v5 - Form for Certificate Insurance (EPOLP Rev 02/00)

# 6053

**EPCO, INC.****Contractor Review Risk Assessment Form****Date: 5/12/2008**

<b>Contractor:</b>	<b>Miller Environmental Services, Inc.</b>	<b>Email:</b>	<b>bjohnson@millerenviro.com</b>
<b>Contact:</b>	<b>Bill Johnson</b>	<b>Form of organization:</b>	Corp. <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Owner <input type="checkbox"/>
<b>Street Address:</b>	<b>600 Flato Rd.</b>	<b>State of organization:</b>	<b>TX</b>
<b>City</b>	<b>Corpus Christi</b>	<b>State, Zip</b>	<b>TX</b>
<b>Mailing Address:</b>	<b>P.O. Box 5233</b>	<b>FEIN Number:</b>	
<b>City</b>	<b>Corpus Christi</b>	<b>State, Zip</b>	<b>TX 78465</b>
<b>Telephone No.:</b>	<b>361-289-9800</b>	<b>Fax No.:</b>	<b>361-289-6363</b>

Check possible site location(s) Contractor will be performing work:

- EPCO
  K/D/S Promix
  Other
- Onshore
  Offshore
  Offsite
- Pipelines
- Non-Process Area (i.e. office buildings, fence perimeters)
  OQ Tasks
- Process Area
  Non-OQ Tasks

IS CONTRACTOR IN ISNETWORLD?  YES  NO (not required if Offsite)

ISN #400-130954

Entire scope of work Contractor performs: Industrial Waste Management Services, Spill Response, Tank Cleaning

		YES	NO
1.	Will contractor be bringing in Hazardous Materials for use in the work to be performed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Describe:		

				YES	NO		
2.	Will contractor be disposing of Hazardous Materials?	On whose behalf: EPCO	Describe: Tank Cleaning Waste	Where disposed: Approved Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.	Will subcontractors be used:	For what work:			<input type="checkbox"/>	<input checked="" type="checkbox"/>	
4.	Describe any heavy equipment to be used at the site:	Vacuum Trucks & Roll-Off Trucks					
5.	Will any work be performed over water or on any dock?				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
6.	Number and type of licensed vehicles to be brought to the site: 2						
7.	Will contractor, contractor's employees or subcontractors be exposed directly to or involved with the following:						
	<input checked="" type="checkbox"/> Hazardous Chemicals	<input checked="" type="checkbox"/> Corrosives	<input type="checkbox"/> Poisons				
	<input checked="" type="checkbox"/> Flammables	<input checked="" type="checkbox"/> Combustibles	<input checked="" type="checkbox"/> Corrosive Material				
	<input checked="" type="checkbox"/> Confined Space Entry	<input checked="" type="checkbox"/> High Pressure Cleaning	<input type="checkbox"/> Electrical High Voltage				
	<input checked="" type="checkbox"/> Hot Work	<input type="checkbox"/> Hot Tapping					
8.	Will contractor provide any of the following Professional services or rendering a professional opinion? No						
	<input type="checkbox"/> Engineering	<input type="checkbox"/> Architectural/Process Design	<input type="checkbox"/> Auditing				
	<input type="checkbox"/> Legal	<input type="checkbox"/> Medical	<input type="checkbox"/> Inspection				
	<input type="checkbox"/> Computer Programming	<input type="checkbox"/> Employment Services	<input type="checkbox"/> Lab Analysis				
<b>NOTE: IF ANY OF THE ABOVE ARE CHECKED (#8), PLEASE ANSWER THE FOLLOWING:</b>							
	1. WILL VENDOR RENDER A PROFESSIONAL OPINION?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	2. WILL COMPANY RELY SOLELY ON THIS OPINION?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
	3. WILL COMPANY REVIEW AND APPROVE ALL DOCUMENTS?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
	4. WHAT ARE THE VENDOR'S CREDENTIALS/TITLE?						
9.	Describe any operations involving offshore/wet exposure including diving and use of owned or non-owned watercraft: Response Equipment				Spill		
10.	Please describe any aircraft to be used: N/A						
Additional Information:							

*[Signature]*  
Signature (Contract originator)

*[Signature]*  
Title

RETURN FORM TO:

FOR A-1 REQUESTS  
LaKisha Lewis  
Telephone: 713-381-8234  
FAX: 713-803-2681  
E-Mail: [redacted]

FORM Z REQUESTS  
Eva Farr  
Telephone: 713-381-4352  
FAX: 713-803-1416  
E-Mail: [redacted]

*Ryan*  
*EAS & T*  
*Corpus Christi*

PHMSA  
2002

**Farr, Lita**

---

**From:** Ryan, Ron  
**Sent:** Thursday, June 18, 2009 9:06 AM  
**To:** Farr, Lita  
**Subject:** FW: MSA

Lita,

Can you help with this request. We NEED Miller as they do specialized work.

Ron Ryan

361-696-7311

**From:** Bill Johnson [mailto:bjohnson@millerenviro.com]  
**Sent:** Wednesday, June 17, 2009 8:45 PM  
**To:** Ryan, Ron  
**Subject:** MSA

Ron,  
The guy's at the Origin Station contacted Jim Brooks about cleaning the propane bullets. After I explained to Jim that Miller never signed the service agreement he talked to Charles Miller about it and Charles told our operations manager to sign it. The one we have is a 2008 MSA. Can you have the contracting dept. send Miller a new one to sign so we can get on with working for Enterprise? I believe I received the 2008 one from Lita. I looked in my old e-mail for it but could not find it.

Thanks,  
Bill

Miller Environmental Services, Inc.  
Waste Management Group  
PO Box 5233  
Corpus Christi, TX 78465  
Phone: 361-882-4445  
Fax: 361-882-4866  
Cell: (b) (6)

**Farr, Lita**

---

**From:** Farr, Lita  
**Sent:** Wednesday, July 22, 2009 3:24 PM  
**To:** 'Jim Brooks'  
**Cc:** Herrington, James; Joe Ramos; Charles Miller; Mackey Ward; Bill Johnson; Ryan, Ron  
**Subject:** RE: Service Agreement

Have sent insurance certificate corrections/additions to Insurance agency and they have not replied. Agreement will not progress until insurance certificate is acceptable.

**From:** Jim Brooks [mailto:jbrooks@millerenviro.com]  
**Sent:** Wednesday, July 22, 2009 10:19 AM  
**To:** Farr, Lita  
**Cc:** Herrington, James; Joe Ramos; Charles Miller; Mackey Ward; Bill Johnson; Ryan, Ron  
**Subject:** Service Agreement  
**Importance:** High

Lita,

I received a call from Mr. Herrington yesterday and he asked that I would contact you in regards to the Service Agreement that I signed and returned, along with your requested, Rate Sheet. He does not have Miller Environmental Services, Inc. in his system as an approved vendor as of yet.

Mr. Herrington has work that he would like to get completed and is waiting for our approval. Is there anything else I need to provide to expedite this process?

Please let me know.

Respectfully,

Jim Brooks  
Business Development Manager  
Miller Environmental Services, Inc.

361-289-9800 office  
(b) (6) cell

[jbrooks@millerenviro.com](mailto:jbrooks@millerenviro.com)



# CERTIFICATE OF LIABILITY INSURANCE

 OP ID FLCH  
MILENC1

DATE (MM/DD/YYYY)

07/23/09

<b>PRODUCER</b> Swantner & Gordon Ins Agcy-CC PO Box 870 Corpus Christi TX 78403-0870 Phone: 361-883-1711 Fax: 361-844-0101	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>												
<b>INSURED</b>  Miller Environmental Services Inc. P. O. Box 5233 Corpus Christi TX 78404	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Intern Specialty Ins</td> <td style="text-align: center;">26883</td> </tr> <tr> <td>INSURER B: Commerce and Industry Ins Co</td> <td style="text-align: center;">19410</td> </tr> <tr> <td>INSURER C: Texas Mutual Insurance Co</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER D: Argonaut Insurance Company</td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: American Intern Specialty Ins	26883	INSURER B: Commerce and Industry Ins Co	19410	INSURER C: Texas Mutual Insurance Co	22945	INSURER D: Argonaut Insurance Company	19801	INSURER E:	
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INSURER E:													

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Primary Wording</b> <input checked="" type="checkbox"/> <b>Contractual/XCU</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PROP14128151	12/18/08	12/18/09	EACH OCCURRENCE \$ <b>1,000,000</b>		
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>Pollution</b> <b>Included</b>						
B		<b>AUTOMOBILE LIABILITY</b> <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	CA7573721	12/18/08	12/18/09	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>		
		BODILY INJURY (Per person) \$						
		BODILY INJURY (Per accident) \$						
		PROPERTY DAMAGE (Per accident) \$						
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$		
		OTHER THAN AUTO ONLY EA ACC AGG \$						
A		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	PROU14140057	12/18/08	12/18/09	EACH OCCURRENCE \$ <b>5,000,000</b>		
		AGGREGATE \$ <b>5,000,000</b>						
C D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below	TSF0001195719 (TX) WC47723829678 (LA)	10/28/08 10/28/08	10/28/09 10/28/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>		
		OTHER						

#### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**Additional Insured as required by written insured contract in favor of the certificate holder applicable to General, Auto and Excess Liability policies. Waiver of Subrogation in favor of holder as required by written insured contract applicable to General Liability, Auto Liability & Workers Compensation. \*\* See holder notes for full Insured Name. \*\***

#### CERTIFICATE HOLDER

<b>EPHO-HO</b>	
<b>EPCO Holdings, Inc.</b> PO Box 4324 Houston TX 77210	

#### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>10</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2009/01)

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**NOTEPAD:**

HOLDER CODE

EPHO-HO

MILENC1

PAGE 3

INSURED'S NAME

Miller Environmental Services

OP ID FLCH

DATE 07/23/09

Certificate Holder name completed to read:

EPCO Holdings, Inc. Enterprise Products Partners L.P., Enterprise Products Operating LLC, EPCO, Inc., Texas Eastern Products Pipeline Company, LLC and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interest may appear, arising from the work to be performed under oral or written contract

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

September 02, 2009

Miller environmental Services Inc  
Attn: Jim Brooks  
600 Flato Road  
Corpus Christi, TX 78465`

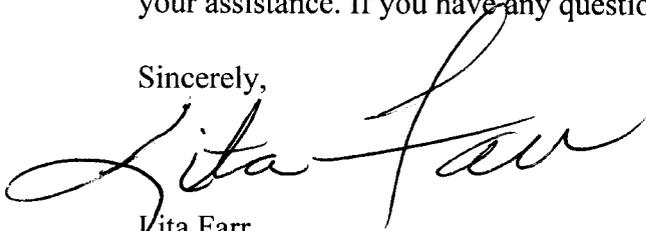
361-289-9800

Here is your company's executed copy of the Service Agreement (**#6053**). I appreciate all your efforts in helping to set up this agreement. To keep the agreement in place, please make sure that all insurance certificates are kept current and that all future renewal certificates are sent to:

EPCO, Inc.,  
Attn Corporate Risk  
P O Box 4324  
Houston, TX 77210

Also, please include the agreement number (**#6053**) on the insurance certificate. Thanks again for your assistance. If you have any questions, please call. My telephone number is 713-381-4352.

Sincerely,

A handwritten signature in cursive script that reads "Lita Farr". The signature is written in black ink and is positioned above the printed name and title.

Lita Farr  
Contract Coordinator

Enclosures

AGREEMENT # **6053**  
 ORIGINATOR: **RON RYAN**

**EPCO HOLDINGS, INC.**  
**SERVICE AGREEMENT** (Rev. 11/07)

THIS AGREEMENT is entered into this **30th** day of **June**, **2009**, in the City of Houston, Harris County, Texas, between EPCO Holdings, Inc., a Delaware Corporation, and its Affiliates, P. O. Box 4735, Houston, Texas 77210-4735 (referred to herein from time to time as "Company" or Purchaser ), and:

**MILLER ENVIRONMENTAL SERVICES INC**  
 (Full Legal Name)

**A Texas Corporation**  
 (State) (Corporation, Partnership or Sole Proprietorship)

**600 Flato Road**  
 (Address)

**Corpus Christi, Texas 78465** (referred to herein from time to time as "Contractor" or "Supplier").  
 (City) (State) (Zip)

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

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

**II. DEFINITIONS** "Agreement" means this contract and any subsequent oral or written work order, work release or other contract which supplements this Agreement ("Order")(together with any drawings, specifications or other exhibits attached to it) between the parties for Work. "Work" means all labor, goods, materials and services required to be performed and furnished by Contractor under this Agreement or any Order. "Affiliate" means with respect to any relevant entity, any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such relevant entity in question. "Control" means with respect to an entity, the ability or power, directly or indirectly, through one or more intermediaries, to direct or cause the direction of the management of such entity, whether through ownership of voting securities, by contract or otherwise. "Approved Contractor List" means a list of Contractors that have been evaluated and approved to meet applicable Company risk, legal, safety, and compliance requirements.

**III. PERFORMANCE** Contractor represents and warrants that all Work shall be in strict accordance with and subject to all Contract terms and conditions, that it has adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment or performing any services provided under this Agreement or any Order, and that all Work shall be satisfactory and acceptable to Company and performed according to a good and workmanlike manner and shall follow generally accepted industry practices applicable to the Work. The term "workmanlike manner" shall mean services performed in a manner deemed proficient by those with the special knowledge, training, and experience to judge such services.

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

**A.** Company and Contractor agree that at any time during the term of this Agreement, Company may request background checks on any of Contractor's employees, agents or subcontractors who are anticipated to or might perform work on behalf of Company pursuant to this Contract, and Contractor shall complete such background check, including but not limited to criminal history, work history, identity/Social Security trace, education and employment verification, and provide Company with the results of such background check no later than ten (10) days after the background check is requested. Contractor shall obtain all Fair Credit Reporting Act acknowledgements

and/or waivers from any such employee, agent or subcontractor necessary for Contractor to provide Company with such background check information.

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

**VI. TAXES AND FEES** Contractor agrees to accept full and exclusive liability for the payment of and to pay when due all taxes, licenses and fees levied or assessed by any governmental agency on Contractor in connection with or incident to the performance of this Agreement. Contractor agrees to require the same covenant of and be liable for any breach of it by its subcontractors. Company shall pay all sales, use and similar taxes as applicable. Contractor agrees to reimburse Company on demand for all such local, state or federal taxes or governmental charges which Company may be required or deem it necessary to pay on account of employees of Contractor or its subcontractors, or Company may deduct such payments from any sums which may be or become due to Contractor from Company; Contractor agrees to furnish Company with timely, sufficient and accurate information to make such reports and to pay such taxes and governmental charges if requested by Company.

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

**VIII. PAYMENT FOR WORK** Payment for Work shall be according to the terms provided in Exhibit II or as provided in any Order as applicable. Any changes in price shall require sixty (60) days prior written notice, and shall be mutually agreed and signed by the parties. Payment for Work performed on a reimbursable-cost basis shall be made by Company to Contractor in accordance with Contractor's approved rate schedule; Contractor shall furnish Company its rate schedule prior to commencing any such Work. Neither payment for nor use of Work in whole or in part by Company shall constitute acceptance of any Work or materials which do not conform to Contract terms and specifications or settlement of any unsettled claims, liabilities, duties, liens or other encumbrances. If performing lump sum work, invoices shall be subject to Retainage as described in Exhibit II.

**IX. RIGHT TO AUDIT** Contractor shall keep accurate books and records according to standard accounting practices including, but not limited to, the Internal Revenue Service (IRS) rules and/or to Generally Accepted Accounting Principles for all Work performed hereunder, and, within three (3) years after completion of the Work hereunder or the termination of this Agreement, whichever is earlier, Company or its authorized representative shall have the right to inspect, copy and audit, during Contractor's normal business hours, its books and records of every description for the purpose of determining the accuracy of any charges, claims or demands relating to Work. In the event Company is entitled to a refund from Contractor based upon the results of such audit, Company shall be entitled to receive the refund amount, plus interest from the date of payment by Company until the date of refund by Contractor at the rate of the lesser of (i) eighteen percent (18%) or (ii) the maximum rate allowed by law, without prejudice to any other remedies.

**X. COMPLIANCE** In the performance of all Work, Contractor warrants and represents as applicable that it and its subcontractors shall comply with the EPCO, Inc. Code of Conduct attached hereto as Exhibit X, Contractors and Subcontractors Operator Qualification attached hereto as Exhibit XI, as well as all applicable statutes, ordinances, rules and regulations, including but not limited to those administered by the U.S. Occupational Safety and Health Administration, the U.S. Environmental Protection Agency, the U.S. Department of Transportation ("DOT") and state agencies exercising concurrent or similar jurisdiction; and Contractor shall indemnify and hold harmless Company from any and all claims or demands of a penal nature or civil penalties which may arise from violation of such statutes, ordinances, rules and regulations by Contractor or any subcontractor employed by it. Contractor further hereby warrants that its employees hereunder are eligible to work in the U.S.

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

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

**XIII. DRUG-FREE WORKPLACE**

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

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

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

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

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

**XIV. INSURANCE**

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

B.

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

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

2) **COMMERCIAL GENERAL LIABILITY INSURANCE**, as primary policy over all others, covering premises, operations, products and completed operations, independent Contractors, and blanket contractual liability. The policy shall cover all

liabilities arising out of explosion, collapse and underground ("XCU") hazards. The policy shall provide broad-form property damage, including completed operations, coverage. An "additional insured" endorsement naming Certificate Holder is required. Policy limits shall not be less than:

Bodily Injury: \$500,000 per occurrence, \$1 million aggregate.  
 Property Damage: \$500,000 per occurrence, \$1 million aggregate.  
 OR Combined Single Limit (CSL) of \$1 million per occurrence, \$2 million aggregate.

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

Bodily Injury: \$500,000 per person, \$500,000 per occurrence/accident.  
 Property Damage: \$500,000 per occurrence.  
 OR Combined Single Limit of \$1 million per occurrence.

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

\$5 Million

5) Additional insurance and surety limits:

- a)  NONE REQUIRED.  
 b)  ALL-RISK BUILDER'S RISK POLICY with limits of \$ \_\_\_\_\_, Minimum Deductible \$ \_\_\_\_\_.  
 c)  CONTRACTOR'S EQUIPMENT FLOATER POLICY.  
 d)  OWNER/CONTRACTOR'S PROTECTIVE LIABILITY POLICY with minimum limits of \$500,000 CSL.  
 e)  CRANE COVERAGE -- LIFTER'S LIABILITY POLICY with limits of \$500,000 CSL.  
 f)  PROFESSIONAL LIABILITY INSURANCE covering acts, errors, omissions, malpractice, as applicable, potentially arising from or pertaining to any Work to be performed by Contractor, its employees, agents or subcontractors; policy limits shall not be less than \$1 million per occurrence/claim; OR in lieu of such insurance, Contractor may furnish an irrevocable letter of credit in form and amount and with an issuer satisfactory to Company.  
 g)  PERFORMANCE AND MAINTENANCE BOND. Upon execution of this Contract and prior to commencing performance hereunder, Contractor shall execute, with a surety Company satisfactory to Company, a Surety Bond to guarantee completion of the Work within the time provided, the payment of all claims and the fulfillment of all obligations arising, either directly or indirectly, under this Agreement, including but not limited to the defense of all litigation incidental to this Agreement to which Certificate Holder is made a party. The surety limits shall be not less than one hundred percent (100%) of the total estimated contract price or as agreed to by Company. In lieu of such surety bond, Contractor may cause to be issued an irrevocable letter of credit payable to the order of Company in such amount, in a form and with an issuer acceptable to Company; or, if acceptable to Company, Contractor may use a combination of surety bond, letter of credit, or corporate or personal guaranty.

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

Worker's Compensation policy:

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

Primary General, Auto and Excess Liability Policies:

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

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

- 1) The kinds and amounts of insurance required above.
- 2) The insurance company or companies carrying the required coverages.
- 3) The policy number and the effective and expiration dates of each policy.
- 4) That Certificate Holder will be given thirty (30)-day prior written notice of any material change in or termination of any policy.
- 5) That a waiver of subrogation under Contractor's Worker's Compensation policy has been issued to Certificate Holder.
- 6) That Certificate Holder has been named as an "Additional Insured" on Contractor's primary Auto & General Liability policies and Excess/Umbrella policies.
- 7) A Certificate Holder notation reading as shown in the Form of Certificate Holder Notation in Exhibit IV.

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

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

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

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

**In no event shall Contractor or Company be liable to the other for any loss of income or anticipated profits, or loss of use of equipment or facilities caused by or arising from the performance of Work under this Contract; provided, however, this limitation shall not apply to the extent that such damage is in any manner covered by and/or insured by a) Contractor's or any subcontractor's policies of insurance, bonds or letters of credit required to be provided, carried and maintained pursuant to this Agreement or otherwise or b) policies of insurance naming Company or Contractor as certificate holder, named insured or additional insured; and, provided, further, if Company pays or owes to any person or entity that is not an affiliate of Contractor any costs, expenses or damages (including, without limitation, indirect, special, consequential, incidental, exemplary, punitive actual, direct and other damages) in settlement or satisfaction of any Claim and such costs expenses or damages are covered by any Contractor indemnity to Company under this Agreement, then Company may recover such costs, expenses or damages from Contractor.**

#### **XVI. PATENTS AND LICENSES**

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

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

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

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

#### XVIII. SUBCONTRACTING

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

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

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

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

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

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

XXII. ENTIRE AGREEMENT This Agreement represents the entire agreement of the parties. No provision of any delivery ticket, invoice or other instrument used by Contractor in describing any Work shall supersede the provisions of this Agreement. The terms of this Agreement shall prevail over conflicting terms of any Order.

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

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

XXV. NOTICES All notices to be given with respect to this Contract and this Agreement shall be given to Company and to Contractor, respectively, at the address first above written and shall be in writing, postage or delivery charges prepaid. All notices shall be effective upon actual receipt or refusal of delivery by the party to whom given. All sums due to Contractor under this Agreement shall be payable at 1100 Louisiana, Houston, Harris County, Texas 77002.

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

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

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

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

XXX. CONFIDENTIAL INFORMATION A. All information concerning the business, customers, products, processes and trade secret information of Company ("Confidential Information") which may come into the possession of Contractor during the course of the negotiation or performance of this Contract or this Agreement is confidential to Company, shall be used by Contractor for the sole purpose of providing services to Company under this Contract and shall not be disclosed by Contractor to any third party without the prior written consent of Company. All Confidential Information shall become and remain the property of Company and shall be deemed to have been entrusted to Contractor only for the limited purposes of this Contract, and Contractor will not, without the prior written consent of Company use, reproduce or copy, or permit the use, reproduction or copying of any Confidential Information; provided, however, Contractor may make adequate reproductions and copies for the purpose of carrying out the Work. All Confidential Information received or created by Contractor and any reproductions or copies thereof made by Contractor shall be delivered to Company at any time prior to termination of this Contract at the request of Company and shall be delivered to Company immediately upon termination of this Contract.

Nothing contained in this Contract or in any disclosures made by Company under it shall be construed to grant to Contractor any license or other rights of Company in or to Confidential Information or under any copyright or patent which has been or may in the future be issued with respect to Confidential Information.

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

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

C. Contractor, its employees, agents and subcontractors agree not to use Company's name or trademarks in any instance without Company's express prior written consent.

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

**XXXII. CONSTRUCTION** The titles to the articles of this Contract are for the convenience of the parties, only; they are not a part of the Contract and shall have no effect in the construction or interpretation of it. In the event of a dispute over the meaning or application of this Agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.

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

<input checked="" type="checkbox"/>	Exhibit I	Scope of Work
<input checked="" type="checkbox"/>	Exhibit II	Price & Invoicing
<input checked="" type="checkbox"/>	Exhibit III	Drug, Alcohol & Illegal Items Policy
<input checked="" type="checkbox"/>	Exhibit IV	Insurance
<input type="checkbox"/>	Exhibit V	Schedule
<input type="checkbox"/>	Exhibit VI	Drawings & Attachments
<input type="checkbox"/>	Exhibit VII	General Requirements
<input checked="" type="checkbox"/>	Exhibit VIII	Consultant Terms & Conditions
<input checked="" type="checkbox"/>	Exhibit IX	Purchase Terms & Conditions
<input checked="" type="checkbox"/>	Exhibit X	EPCO, Inc. Code of Conduct
<input checked="" type="checkbox"/>	Exhibit XI	Contractors and Subcontractors Operator Qualification

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

**EPCO HOLDINGS, INC.**

By:   
 Name: Brian H. Oliver  
 Title: V.P. EHS&T

**MILLER ENVIRONMENTAL SERVICES, INC.,  
 CONTRACTOR**

By:   
 Name: Jim Brooks  
 Title: BUSINESS DEVELOPMENT MGR.

**EXHIBIT I**

**SCOPE OF WORK**

Contractor's Work will be:

**SERVICES INCLUDING BUT NOT LIMITED TO; INDUSTRIAL WASTE  
MANAGEMENT, SPILL RESPONSE AND TANK CLEANING.**

**EXHIBIT II**  
**PRICE AND INVOICING**

A. **RATES** All Contractors' rates must be approved by the parties in writing before any Work shall commence. Mark-up is defined as the incremental increase between the actual invoice from a third party materials/Work provider and the amount charged to Company. In no event shall a mark-up apply to the following items: i) entertainment or miscellaneous expenses; or ii) pass-through costs which include, but are not limited to, per diem costs, taxes, utilities, courier fees, delivery and shipping. Any rate changes must be submitted for review no later than 60 days prior to any increase and shall not affect Work in progress.

B. **INVOICING** Contractor shall submit to Company an invoice, along with all supporting documentation, including, but not limited to, third party invoices, daily work tickets, and approved documentation for services outside the original scope of work. All third party charges must be clearly stated and all prices shall indicate the actual cost of each line item with any mark-up amount shown as a separate item. Unless otherwise provided for at the time of the order, payment terms for Work completed and accepted are net 45 from the date of receipt of an approved invoice.

C. **RETAINAGE** For lump sum Work, Company reserves the right to retain 10% ("Retainage") until:

1. The work has been tested, accepted and signed off by the Company
2. A Certificate of Completion has been furnished to Company by Contractor evidencing payment of all bills and debts for labor and materials arising out of or in connections with the Work; and
3. Satisfactory evidence shall have been furnished to Company by Contractor of the settlement and discharge of all Claims for which Contractor is responsible pursuant to the Agreement or any Order.

Company shall have the right to withhold any money payable by it hereunder and apply the same to payment of any obligations of Contractor to Company or to provide payment to any other party arising from Work under this Agreement.

D. **LIQUIDATED DAMAGES** Contractor's failure to deliver any Order by the delivery date may cause Contractor to be liable to Company for liquidated damages. The provisions of the liquidated damages shall be determined at the time the order is placed pursuant to the following:

1. Any amounts due and owing to Company arising out of this provision may not be deducted from any payments owing to Contractor. Damages assessed hereunder shall be treated as a separate matter to the remainder of the Agreement and will not be used by the Company for any purposes other than to recoup damages suffered due to late delivery of the Work or Order;
2. Contractor shall be granted a 3 week grace period from when a delivery time has not been met before the assessment of liquidated damages shall be applied.
3. The Company shall be deemed to have not suffered any damages if the project has been delayed for reasons other than late delivery by the Contractor and the Contractor's late delivery has not otherwise extended such delay or prevented commercial start up of the project on the date originally planned by the Company

**EXHIBIT III****EPCO HOLDINGS, INC.  
POLICY****ILLEGAL AND UNAUTHORIZED ITEMS AT  
OPERATIONAL FACILITIES AND IN OPERATIONAL VEHICLES**

Company is committed to providing a safe working environment for its employees, visitors, and contract personnel. THE POSSESSION, USE, SALE, TRANSFER, RECEIPT OR PRESENCE AND BEING UNDER THE INFLUENCE OF DANGEROUS DRUGS OR CONTROLLED SUBSTANCES (EXCEPT AS LAWFULLY PRESCRIBED FOR THE PERSON IN POSSESSION), DRUG PARAPHERNALIA OR ALCOHOLIC BEVERAGES ARE FORBIDDEN AT, UPON OR WITHIN COMPANY OPERATIONAL FACILITIES AND OPERATIONAL VEHICLES.

Operational facilities include the entire premises of all terminals, processing plants, loading racks, pipelines, storage, warehouses, garages, shops, field worksites and retail locations. Operational vehicles include all vehicles (tractors, trailers, transports and pickups) bearing an external company name, logo, trade name, trademark or placard. Dangerous drugs include all drugs and devices, which are prohibited by Federal or State law from being dispensed without a prescription. Controlled substances include cocaine, marijuana, narcotics and all other drugs and materials which are controlled under Federal or State law. Drug paraphernalia includes roach clips, gram scales and any other property or material, which Company deems is intended or has been adapted or modified for drug use. Alcoholic beverages include liquor, beer and wine, except liquor, beer and wine stored in passenger vehicles. "Under the influence" means having detectable levels of dangerous drugs, controlled substances or alcohol in the breath, blood or urine.

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

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

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

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

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

Company requires that all prescriptions and over-the-counter medications at Company operational facilities and Company operational vehicles be in original containers with prescriptions showing the name and doctor of the person in possession. As an employee, you have a responsibility to determine whether or not the use of a legal prescription may present a safety risk at work. You should ensure that your physician is aware of the nature of your job. Employees who feel, or who have been informed, that the use of a legal prescription or over-the-counter medicine may affect the employee's job performance, or may affect the safety of co-workers, members of the public or the employee, must report such drug use to the Safety Department so the Company can evaluate whether the employee may continue to work. The use or being under the influence of any legally prescribed drug or over-the-counter medicine is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Company's facilities or vehicles.

EPC 100 (Rev 11/00)

**EXHIBIT IV****INSURANCE****1. Certificate Holder Definition**

"Certificate Holder" shall mean EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating LLC, EPCO, Inc., Texas Eastern Products Pipeline Company, LLC. and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any equipment or facility operated by them.

**2. Form of Additional Insured Endorsement**

It is agreed that such insurance as is afforded by the policy shall apply to EPCO Holdings, Inc. , Enterprise Products Partners L.P., Enterprise Products Operating LLC, EPCO, Inc., Texas Eastern Products Pipeline Company, LLC, and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, to whom the named insured is obligated by contract to provide such insurance, but only to the extent of coverage required by such contracts as respects operations performed in connection with the insured and only if such contract was agreed to in writing or orally by the named insured or his/its representatives prior to the occurrence of any loss under such contract.

**3. Form of Certificate Holder Notation**

EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating LLC, EPCO, Inc., Texas Eastern Products Pipeline Company, LLC and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, arising from the work to be performed under oral or written contract.

P. O. Box 4324  
Houston, Texas 77210  
Attention: Corporate Risk

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

In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special or statutory employees) are covered by Louisiana Worker's Compensation Act, LSA-R.S. 23:1021 et seq., Company and Contractor agree that all Work performed by Contractor and its employees pursuant to this Agreement is an integral part of and essential to the ability of Company/Certificate Holder to generate Company/Certificate Holder's goods, products and services, for purposes of LSA-R.S. 23:1061(A)(1). Furthermore, Company and Contractor agree that Company/Certificate Holder is the principal or statutory employer of Contractor's employees; provided, however, this provision is included for the sole purpose of establishing a statutory employer relationship to obtain the benefits of LSA-R.S. 23:11031(C-E) and 23:1061(A) and is not intended to create an employer/employee relationship for any other purpose. Irrespective of Company/Certificate Holder's status as the statutory employer or special employer [as defined in LSA-R.S. 23:1031(C)] of Contractor's employees, Contractor shall remain primarily responsible for the payment of Louisiana worker's compensation benefits to its employees and shall not be entitled to seek contribution for any such payments from Company/Certificate Holder.

Contractor agrees that its worker's compensation insurance and employer's liability insurance policies shall be endorsed to designate Certificate Holder as an alternate employer and as a principal and statutory employer or borrowing employer.

Forms Service Exhibit I Insurance (EPCO)

**EXHIBIT VIII****CONSULTANT TERMS & CONDITIONS****A. Reports**

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

**B. Confidentiality**

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

**C. Professional Services Warranty**

1. Contractor hereby warrants it shall use the usual degree of care in accordance with the knowledge and skill required of an ordinarily prudent member of Contractor's profession in performance of the Work hereunder.

Consultant Ex. MAD Reviewed (11/2007)

**EXHIBIT IX**  
**PURCHASE TERMS AND CONDITIONS**

1. In the event of a conflict between this Agreement and any work/purchase order, the terms of this Agreement shall prevail. Any additional or different terms or conditions proposed by Supplier shall not become a part of this order unless expressly accepted in writing by Purchaser.
2. Supplier shall suitably pack, mark and ship in accordance with any instructions from Purchaser. Supplier shall be liable for any difference in freight charges or damage to the goods by its failure to comply therewith. All goods and shipping papers shall reference the number of this order. Partial shipments shall be made only at the request of the Purchaser. Time of delivery or performance is the essence of this order, and Purchaser reserves the right to cancel, without recourse by Supplier, all or any part of this order upon which delivery or performance has been delayed beyond the specified delivery or performance date or at any other time when, in Purchaser's sole opinion, reasonable grounds exist for doubting Supplier's ability to comply with this order. No charges shall be made for boxing, wrapping, or cartage unless noted on this order.
3. Purchaser may at any time make changes in any one or more of the following: (1) drawings, plans, designs and specifications, (2) quantities, (3) delivery schedule, (4) place, manner or time of delivery. If any such change increases the cost of the goods to be provided or results in an extension of the shipping schedule, Supplier shall give Purchaser written notice stating the effect of such change within ten (10) days after receipt of such change. No claim for an increase in price or schedule extension shall be recognized unless such change was authorized in advance and in writing by Purchaser's purchasing representatives.
4. Delivery of any goods shall not be deemed to be complete until actually received and accepted by Purchaser, nor shall any services be deemed to have been performed until similarly accepted by Purchaser, notwithstanding any agreement to pay freight or transportation charges, or to make payments or advances on account, and the risk of loss or damage until so accepted shall be on Supplier.
5. Shipment of all goods shall be prepaid unless otherwise agreed. If freight is allowed, Supplier shall attach the original bill of lading and/or express bill to Supplier's invoice for any shipments made against this order. All invoices by Supplier shall reference the number of this order, indicate Supplier's cash discount terms and be submitted in triplicate to the address shown on the front of this order.
6. Payment is contingent upon Purchaser's acceptance of goods and services according to the terms this Agreement. Payment and discount periods shall be calculated either from the date of Purchaser's receipt of an acceptable invoice or from the date of completion of delivery, whichever is later. The payment and discount periods will be extended by the time consumed in returning the invoices if it is necessary to return invoices for correction or additional information.
7. Supplier warrants that unless otherwise specified herein, all goods and the components of all goods are new and have not been previously used and that the goods or services provided will conform in all respects to requirements of this order, and will be free from defects in materials, workmanship, and design for one (1) year from the date of Purchaser's acceptance, or within eighteen (18) months after shipment, whichever is later. Supplier further warrants that the goods provided will be of merchantable quality and fit for the purpose intended. In the event of a breach of this warranty, and in addition to all other remedies available to Purchaser, Supplier shall repair and/or replace the defective goods and resultant loss and damages at no cost to Purchaser. In addition to any express warranties contained herein or other warranties made by Supplier, all warranties set forth in the Uniform Commercial Code shall similarly apply; this warranty shall survive Purchaser's acceptance of the goods delivered and services performed by Supplier. Supplier also hereby transfers and assigns to Purchaser all manufacturer's warranties and guarantees on goods purchased by Supplier for this Agreement, in order that the benefit of such warranties and guarantees shall extend to Purchaser as well as Supplier; and if such warranties and guarantees are not transferable, Supplier agrees to use its best efforts to secure the benefits thereof for Purchaser.

8. Supplier warrants that the equipment supplied by it will be capable of performance as set forth in this order and/or Purchaser's purchase specifications. This warranty assumes that the equipment will be used under the conditions specified by Purchaser and that it will be properly installed, operated and maintained. If it is shown that the warranted performance is not met, as evidenced by proper tests reported to Supplier within one (1) year after jobsite start-up or eighteen (18) months after shipment, whichever occurs first, Supplier agrees to make necessary changes, adjustments, or replacements at no cost to the Purchaser.
9. Purchaser reserves the right to inspect and test all material at Supplier's plant or any sub-contractor's plant during manufacture, upon completion and at destination before acceptance. Acceptance of goods or failure to ascertain or discover defects shall in no way be a waiver of any warranties or any rights Purchaser may have pursuant to this order. Purchaser reserves the right to refuse any goods or services and to cancel all or any part of this order if Supplier fails to deliver all or any part of the goods or perform the services according to all of the terms of this order. Acceptance of a part of the goods or services covered by this order shall not bind Purchaser to accept the remainder of the goods or services covered by this order, nor deprive Purchaser of the right to return goods already delivered. Materials and/or equipment which do not comply with specifications are subject to return at the risk and expense of the Supplier.
10. Purchaser has the right to cancel all or any part of any work order by written notice. Upon receipt of such notice, Supplier shall discontinue all Work pertaining thereto, except for Work specifically required for complying with the instructions in the cancellation notice. Supplier shall also discontinue placing additional orders and cancel existing orders on the best possible terms. Supplier shall preserve and protect materials in supply, Work in process and finished Work, both in Supplier's and in Supplier's suppliers' possession. Payment to Supplier for Work canceled pursuant to this paragraph shall be mutually agreed upon by Supplier and Purchaser and will be based upon the percentage of the Work satisfactorily performed up to Supplier's receipt of the notice of cancellation and those costs required to preserve the materials, services and Work in process as described above. Any such payment may include factors or allowances for reasonable overhead and profit on the Work satisfactorily performed. Supplier shall not be entitled to any prospective profits or damages because of cancellation. In no event shall the amount paid to Supplier under this paragraph exceed the Contract amount.
11. Supplier agrees that In the event that Buyer's property is in the care, custody or control of the Supplier, the Supplier shall be liable for any loss, damage, theft, fire or destruction of Buyer's property.

**EXHIBIT X**  
**Code of Conduct**

**Code of Conduct Acknowledgement**

The undersigned ("Contractor") acknowledges receipt and review of the EPCO, Inc. Code of Conduct ("Code") set forth below and agrees that Contractor will adhere to and comply with the Code (as amended, revised or supplemented from time to time) in providing any services to EPCO, Inc., or its affiliates or subsidiaries, and in any dealings Contractor may have with any employees of EPCO, Inc.

MILLER ENVIRONMENTAL SERVICES, INC.  
(Name of Contractor)

By: JIM BROOKS

Title: BUSINESS DEVELOPMENT Date: 6/30/09

# **EPCO, INC.**

## **CODE OF CONDUCT**

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# CODE OF CONDUCT

## I. Introduction & Purpose

Pursuant to an amended and restated administrative services agreement, EPCO, Inc. employees provide all of the management, administrative and operating functions for certain related entities. This Code of Conduct (the "Code") describes the general business principles that govern the employees of EPCO, Inc. that engage in the business activities of any of EPCO, Inc., Enterprise Products Partners L.P., TEPPCO Partners, L.P., Enterprise GP Holdings L.P., Duncan Energy Partners L.P. or their respective divisions (including, without limitation, Enterprise Transportation Company, a division of EPCO, Inc.), affiliates and subsidiaries (collectively or individually as the context may require, referred to as "EPCO" or the "Company"), as well as each of their respective officers and directors. It also represents the code of ethics for senior financial officers and the principal executive officer of each of the entities comprising the Company required by the Sarbanes-Oxley Act of 2002. Some sections may be more relevant to certain functions or departments than to others. However, every EPCO employee, officer and director should recognize that their business actions affect the reputation and integrity of EPCO in the aggregate and individually. It is essential that each understand and comply with this Code and develop a working knowledge of its provisions. While this Code does not apply to an EPCO Contractor's dealings with its other clients, it is applicable to the extent the contractor is performing services for EPCO.

The EPCO entities conduct widespread activities, and each has wide freedom of action. However, we shall all conduct ourselves in the proper manner and have in common a goal to promote the reputation of each of the EPCO entities. We are judged by how we act. Our reputation will be upheld if we act with honesty and integrity in all our dealings and do what we believe is right at all times within the legitimate role of business.

The Company and its employees have, as their core values, honesty, integrity and respect for people. We also firmly believe in the fundamental importance of the promotion of trust, openness, teamwork and professionalism and pride in what we do. Our underlying corporate values determine our principles. These principles apply to all transactions, large or small, and describe the behavior expected of every EPCO representative. In turn, the application of these principles is underpinned by procedures within each EPCO entity which are designed to make sure that each representative understands these principles and that they act in accordance with them. We recognize that it is vital that our behavior matches our intentions.

We recognize that maintaining the trust and confidence of unitholders, employees, customers and other people with whom we do business, as well as the communities in which we work, is crucial to the continued growth and success of EPCO. We intend to merit this trust by conducting ourselves according to the standards set out in our principles. These principles have served the EPCO companies well for many years. It is the responsibility of management to ensure that all Company representatives are aware of these principles and behave in accordance with the spirit as well as the letter of this statement.

## II. General Business Principles

### 1. Objectives

The objectives of the Company are to engage efficiently, responsibly, safely and profitably in the energy business, including natural gas gathering, pipelines and services, natural gas liquids and petrochemical pipelines and services, crude oil and refined products pipelines and services, and other selected businesses. We seek a high standard of performance and aim to maintain a long-term position in the respective competitive environments.

### 2. Responsibilities

The Company recognizes five areas of responsibility:

#### a. *To unitholders*

To protect unitholders' investment and provide an acceptable return on their investment.

#### b. *To customers*

To win and maintain customers by developing and providing products and services that offer value in terms of price, quality, safety and environmental impact, which are supported by the requisite technological, environmental and commercial expertise.

#### c. *To employees*

To respect the human rights of our employees, to provide Company representatives with good and safe conditions to work, and good and competitive terms and conditions of service, to promote the development and best use of human talent and equal opportunity employment, and to encourage the involvement of employees in the planning and direction of their work and in the application of these principles within their business operations. It is recognized that commercial success depends on the full commitment of all employees.

d. *To those with whom they do business*

To seek mutually beneficial relationships with contractors, suppliers and in joint ventures and to promote the application of these principles in so doing. The ability to promote these principles effectively will be an important factor in the decision to enter into or remain in such relationships.

e. *To society*

To conduct business as responsible corporate members of society, to observe laws of the countries in which we operate, to express support for fundamental human rights in line with the legitimate role of business and to give proper regard to health, safety and the environment.

These five areas are seen as inseparable. Therefore, it is the duty of management to continuously assess these priorities and discharge its responsibilities hereunder as best it can.

3. Economic Principles

Profitability is essential to discharging the responsibilities outlined above and staying in business. It is a measure both of efficiency and of the value that customers place on Company products and services. It is essential to the allocation of the necessary company resources and to support the continuing investment required to develop each Company's businesses and meet customer needs. Without profits and a strong financial foundation, it would not be possible to fulfill these responsibilities.

The Company works in a wide variety of changing social, political and economic environments, but in general we believe that the interests of the community can be served most efficiently by a market economy. Criteria for investment decisions are not exclusively economic in nature but also take into account social and environmental considerations and an appraisal of the security of the investment.

4. Business Integrity

The Company insists on honesty, integrity and fairness in all aspects of its business and expects the same in its relationships with all those with whom it does business. The direct or indirect offer, payment, solicitation or acceptance of bribes in any form are unacceptable practices. Company representatives must avoid conflicts of interest between their private financial activities and their part in the conduct of Company business. All business transactions on behalf of each Company must be reflected accurately and fairly in the books and accounts of that Company in accordance with established procedures and be subject to audit.

5. Political Activities

a. *Of the Company*

The Company acts in a socially responsible manner within the laws of the countries in which we operate in pursuit of our legitimate commercial objectives. The Company does not make payments to political parties, organizations or their representatives or take any part in party politics. However, when dealing with governments, the Company has the right and responsibility to make its position known on any matter that affects itself, its employees, its customers or its unitholders. It also has the right to make its position known on matters affecting the community, where there is a contribution to make.

b. *Of Employees*

Where individuals wish to engage in activities in the community, including standing for election to public office, they will be given the opportunity to do so where this is appropriate in light of local circumstances and it is not expected to interfere with their duties to EPCO.

6. Health, Safety and the Environment

Consistent with our commitment to contribute to sustainable development, the Company has a systematic approach to health, safety and environmental management. To this end, we manage these matters in the same manner and with the same level of priority as any other critical business activity.

#### 7. The Community

The most important contribution that the company can make to the social and material progress of the countries in which it operates is in performing its basic activities as effectively as possible. In addition, the Company takes a constructive interest in societal matters which may not be directly related to its business. Opportunities for involvement – for example, through community, educational or donations programs – will vary depending on the size of the Company concerned, the nature of the local society and the scope for useful private initiatives.

#### 8. Competition

The Company supports free enterprise. It seeks to compete fairly and ethically and within the framework of applicable competition laws.

#### 9. Communications

Each Company recognizes that, in view of the importance of the activities in which it is engaged and its impact on the economies of communities and individuals, open communications are essential. To this end, each Company provides relevant information about that Company's activities to legitimately interested parties, subject to any overriding considerations of business confidentiality and cost.

### III. Legal and Ethical Obligations

EPCO's legal and ethical obligations are simply stated:

- Comply fully with all applicable laws;
- Foster an affirmative attitude concerning compliance with the law among those reporting to you and among your colleagues;
- Demand and exhibit conduct consistent with the expectations of the communities in which we operate and necessary to maintain the good reputation of the Company for fair, honest and ethical conduct; and
- Report any violation of our Code or any threat to human health, safety, and the environment or Company assets that you have a good faith reason to believe has occurred or exist as discussed under "Reporting Compliance Violations," below.

### IV. Company Compliance Policies

Most of the EPCO compliance policies covering the matters discussed below are recorded in written documents and generally may be obtained from the Company's Human Resources Department. Others are adapted specifically to certain work areas or to EPCO representatives dealing in the areas covered by the policy. It is the responsibility of every Company representative to conduct his or her job in strict compliance with such policies. Questions concerning all policies may be addressed to your immediate supervisor or your Human Resources representative (in the case of an employee), the Vice President, Senior Vice President or Executive Vice President of the business unit for which services are being performed (in the case of an EPCO Contractor) or the Company's Legal Department (in the case of any EPCO representative). The Company also conducts ongoing educational programs and training on certain compliance issues for employees.

Because written policies and training programs cannot anticipate every possible factual situation, each EPCO representative has an obligation to seek clarification and advice whenever a question concerning compliance with our Code arises.

#### 1. Antitrust Laws

The Company's *Antitrust Compliance Policy and Antitrust Compliance Guide* set forth the intention to conduct operations in strict compliance with all applicable antitrust laws. The antitrust laws generally prohibit business activities that constitute unreasonable restraints of trade. This policy discusses the Sherman Act's prohibition against horizontal conduct between competitors, such as price fixing agreements. Also discussed in the policy statement are the severe criminal and civil penalties, both corporate and individual, for violations of the antitrust laws. Recommendations for avoiding inadvertent violations, including guidelines for discussions of business activities, are also included.

## 2. Boycott Laws

Federal law prohibits persons from taking or agreeing to take certain actions in connection with any unsanctioned foreign boycott directed against any country friendly to the United States. The Company's *Compliance with the Foreign Boycotts Title of the Export Administration Act* details compliance issues and reporting requirements.

## 3. Conflicts of Interest

Each EPCO employee has a duty to avoid situations that might be adverse to Company interests or result in conflicting loyalties or interests. This includes prohibited involvement with suppliers, contractors, competitors or customers, prohibited gifts and entertainment and use of Company information.

While it is not possible to describe, or even anticipate, all the circumstances and situations that might involve a conflict of interest, they may arise where an employee, officer or director, or member of his or her family has any of the following with respect to any of the business units for which an EPCO employee provides services:

- Has a financial interest in EPCO's competitors, customers, suppliers or others dealing with EPCO (excluding interests that are less than 1% of the outstanding securities of a corporation or equivalent percentage of ownership interests if an unincorporated business).
- Solicits or accepts, directly or indirectly, from customers, suppliers or others dealing with EPCO any kind of gift or other personal, unearned benefits as a result of his or her position at EPCO (other than non-monetary items of nominal intrinsic value).
- Has a consulting, managerial or employment relationship in any capacity with another organization that diverts work time and interferes with his or her ability to act in the best interests of EPCO, requires the disclosure of confidential information about EPCO, or creates the appearance of impropriety.
- Receives a loan or other extension of credit or credit support (such as a guaranty) from an EPCO entity. Certain EPCO entities are prohibited by law from extending or arranging for the extension of personal loans to executive officers.
- Acquires, directly or indirectly, real property, leaseholds, patents or other property or rights in which EPCO has, or the employee, officer or directors knows or has reason to believe at the time of acquisition that EPCO is likely to have, an interest.
- Jobs and affiliations of close relatives: The work activities of close relatives can create conflicts of interest, too. If you learn that a "close relative" works or performs services for any competitor, customer, business partner, or supplier, promptly notify your supervisor.

Employees are expected to devote their full time and attention to EPCO's work during regular business hours and for whatever additional time may be required (or, in the case of part-time employees, whatever hours they have been employed to work). Outside business activities can easily create conflicts of interest or diminish productivity and effectiveness. For these reasons, employees should avoid outside business activities that divert their time and talents from EPCO's business. Though EPCO encourages professional activities and community involvement, if compensation is received for such efforts, special care must be taken not to compromise duties owed to EPCO. No employee may use his/her EPCO position or title, or any EPCO equipment, supplies or facilities, in connection with outside activities, nor may any employee do anything that might infer sponsorship or support by EPCO of such activity, unless such use has been approved in writing by the Legal Department.

In all instances where the appearance of a conflict exists, the matter shall be communicated to your supervisor and then referred to Senior Vice President of Human Resources and the Legal Department for interpretation and resolution.

## 4. Drug and Alcohol Abuse

EPCO strives to provide employees with a workplace free from substance abuse (i.e., the illegal or illicit use of drugs and the abuse of alcohol) and a workplace where all individuals are able to perform their assigned responsibilities in a safe and productive manner. Company policies on *Illegal and Unauthorized Items at Operational Facilities and in Operational Vehicles* and *Illegal and Unauthorized Items at Home Office and Lodge Facilities and in Company Passenger Vehicles* are part of an extensive program that includes education, substance abuse identification and testing.

## 5. Environment

Proper regard for the environment, consistent with our commitment to sustainable development, must be an essential element of all

Company business transactions. Each EPCO representative has a responsibility towards ensuring sound environmental performance. The Company's *Policy on Environmental Performance* sets out provisions for full compliance with all environmental laws and regulations, including the assessment of environmental consequences before entering new ventures, activities or acquisitions, as well as fostering environmental awareness and responsibility. Corporate and individual criminal and civil liability exists for many violations of environmental laws.

#### 6. Equal Opportunity

EPCO is fully committed to a workplace that is founded on diversity and equal opportunity and is free from discriminatory action. In support of this commitment, the Company's *Equal Opportunity Policy* clearly prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, physical or mental handicap, status as a special disabled veteran or veteran of the Vietnam era or citizenship of individuals legally authorized to work in the United States. This policy also prohibits any form of harassment for any of these reasons.

#### 7. Export Control

All exports of commodities and technical data are regulated under federal law. Violations of export control regulations can result in serious criminal penalties to the Company and individuals. A summary of the export control laws and regulations is available through the Company's Legal Department.

#### 8. Insider Trading

Federal securities laws prohibit individuals from trading in publicly held securities while in the possession of material confidential (non-public) information which is learned in the course of employment or the performance of services. Failure to comply with these requirements may be a criminal offence in many instances. More detailed information is contained in each Company's *Insider Trading* policy and may be obtained from the Company's Legal Department.

#### 9. Political Contributions and Foreign Corrupt Practices Act

EPCO has adopted a policy setting forth the standard of conduct to be observed and procedures to be followed in all matters pertaining to political contributions, illegal or questionable payments and related accounting procedures. The use of company funds or assets for any unlawful or improper purpose, including payments to governmental employees or any other person as a commercial bribe, influence payment or kickback, is prohibited. Specifically covered are matters dealing with entertainment of or gifts to government officials and employees. As a policy, the Company does not make payments with company funds to political parties or candidates for public office. This does not mean, however, that we will not participate in public debate. The Company has the right and responsibility, in pursuit of its legitimate commercial objectives, to make its position known on matters affecting the community if we have expertise and can make a significant contribution to EPCO and society.

EPCO will support Political Action Committees (PACs) in accordance with applicable law, and Company representatives are encouraged to make personal political contributions to PACs, candidates and organizations of their choice. However, any representative who elects to make a personal political contribution must bear the entire financial burden of such a contribution.

If any employee wishes to engage in political activity, including standing for election to public office, he or she will be given the opportunity to do so where this is appropriate in light of local circumstances and is not expected to interfere with such employee's duties to EPCO.

#### 10. Protection of Assets

The EPCO companies have a large variety of assets, including extremely valuable proprietary information and physical assets. Proprietary information includes intellectual property and the confidential business data entrusted to employees in connection with their jobs. Protection of Company assets and third party confidential information properly in EPCO's possession is the personal responsibility of each employee and contractor. Further details concerning these obligations can be obtained by contacting the Company's Legal Department.

#### 11. Safe Workplace Environment

EPCO is fully dedicated to maintaining a workplace free of recognized health and safety hazards. In this regard, the Company has ongoing and comprehensive programs and policies designed to achieve this policy objective and ensure full compliance with all applicable laws and regulations. See the Company's *Policy on Occupational Safety and Health*.

#### 12. Public Company Accountability

All employees and, in particular, the chief financial officer, controller or principal accounting officer, and principal executive officer of the Company, have a responsibility to implement controls to protect against false or intentionally misleading entries in EPCO's accounting records. EPCO employees must not manipulate financial accounts, records or reports, maintain off-the-book accounts to facilitate questionable or illegal payments, or take any action or cause anyone else to take any action to influence, coerce, manipulate or mislead auditors for the purpose of rendering financial statements misleading, and in particular:

- All Company accounting records, as well as reports produced from those records, must be kept and presented in accordance with the laws of each applicable jurisdiction;
- All records must fairly and accurately reflect the transactions or occurrences to which they relate;
- All records must fairly and accurately reflect in reasonable detail EPCO's assets, liabilities, revenues and expenses;
- EPCO's accounting records must not contain any intentionally false or misleading entries;
- Transactions must not be misclassified as to accounts, departments or accounting periods;
- All transactions must be supported by accurate documentation in reasonable detail and recorded in the proper account and in the proper accounting period;
- All Company accounting records must comply with generally accepted accounting principles; and
- EPCO's system of internal accounting controls, including compensation controls, must be followed at all times.

It is critical to the reputation of EPCO, and to employees personally, that information provided to a business unit's management and the public is accurate, fair, complete, objective, understandable, timely and relevant. This applies to both financial and non-financial data, and includes information in public communications, as well as in documents filed with regulators. Misstating financial results carries serious criminal and civil fines and penalties for EPCO and personal criminal liability for employees.

EPCO applies the highest ethical standards in its financial and non-financial reporting and follows all applicable Securities and Exchange Commission, New York Stock Exchange and other standards and rules regarding financial reporting.

Employees should immediately contact the Chief Financial Officer, the Chief Legal Officer or the Chairman of the Audit, Conflicts and Governance Committee of the respective Board of Directors (or call the Employee Hotline) if they believe financial statements have been misstated or manipulated or if they are subject to pressure or threats to:

- Use questionable accounting techniques.
- Manipulate earnings.
- Manipulate results to meet financial or performance targets.

### 13. Harassment in the Workplace

EPCO is committed to maintaining a positive work environment where all employees are treated with dignity and respect. Harassment of any kind in the workplace is not tolerated. We must demonstrate inclusion and teamwork by valuing the dignity of every person, honoring differences, and speaking up when we witness harassment.

Harassment generally means offensive conduct that is severe and pervasive and singles out an employee to the detriment or objection of that employee because of race, gender, sexual orientation, religion, national origin, age, disability, etc. Harassment covers a wide range of conduct, from direct requests of a sexual nature to situations where offensive behavior (e.g., insults, offensive jokes or slurs, offensive material posted in the workplace, etc.) results in a hostile work environment.

### 14. Gifts and Entertainment

Relationships with suppliers must be based entirely on sound business decisions and fair dealing. Business gifts and entertainment can build goodwill, but they can also make it harder to be objective about the person providing them. In short, gifts and entertainment can create their own "conflicts of interest".

Gifts and entertainment include anything of value, including discounts, loans, cash, favorable terms on any product or service, services, prizes, transportation, use of another company's vehicles or vacation facilities, stocks or other securities, participation in stock offerings, home improvements, tickets, and gift certificates. The potential list is endless—these are just examples. Some types of gifts and entertainment are never permissible, and no one can approve these.

You may never:

- Accept any gift or entertainment that would be illegal or result in any violation of law.
- Accept any gift of cash or cash equivalent (such as gift certificates, loans, stock, stock options).
- Accept or request anything as a "quid pro quo"—in other words, as part of an agreement to do anything in return for the gift or entertainment.
- Participate in any activity that you know would cause the person giving the gift or entertainment to violate his or her own employer's standards.

Before offering or accepting gifts or entertainment greater than \$250, or if the event involves recreational travel and/or an overnight stay you must obtain approval from senior management. Forms for obtaining approval are found on the Company's portal.

## V. Procedures for Obtaining Guidance

The Company policies summarized above, related training programs and operating procedures exist for the various jobs at the EPCO companies. Each Company representative is charged with the obligation to understand applicable policies, procedures and training made available to him or her. Seek clarification from your supervisors when necessary. Supervisors, managers and above have additional duties to monitor the continuing adequacy of policies, procedures and training within their areas of responsibility and monitor compliance with our Code by persons reporting to or retained by them.

When you have a concern or are called upon to evaluate the legal or ethical correctness of a course of action as a result of your employment:

- Seek out the appropriate policy statement and training manuals and ask your supervisor for clarification when needed.
- Don't debate alone; seek the advice of legal, environmental, human resources and other administrative organizations that can be of assistance.
- As a guide in making your decision, consider whether if all the facts surrounding your decision were published in the local newspaper, you would have any regrets or concerns.
- Understand that EPCO's best interests can never be served by illegal or unethical conduct and the Company will never condone it.

Any questions concerning legal compliance that cannot be answered promptly and clearly should be referred to the Company's Legal Department. Legal and other appropriate administrative organizations, working together, will seek to explain in a practical and readily understandable manner what is required of EPCO representatives in order to comply with the law and with our ethical requirements.

Our compliance policies and training and our Code are all aimed at avoiding violations of law and unethical conduct. Our long-term success in this area will depend on each Company representative recognizing EPCO's sincere commitment to these goals, seeking advice before engaging in conduct that presents legal or ethical questions and obtaining correct and unambiguous advice.

## VI. Reporting Compliance Violations

If an EPCO representative has a good faith reason to believe that any violation of our Code or misconduct including fraud has occurred, he or she is required to report such violation through available communication channels. Additionally, any good faith reason to believe that a threat to human health, safety, and the environment or Company assets has arisen or exists in or as the result of conduct in the workplace must be promptly reported.

Two avenues are available for EPCO representatives reporting compliance violations.

- 1) Reporting to the Vice President, Senior Vice President, Executive Vice President in charge of the business unit for which you are working, or in the case of an employee, to that employee's Human Resources representative. These parties then have the responsibility

to see that the Senior Vice President of Human Resources and Director of Internal Audit are notified. When compliance with law issues are raised, the appropriate representatives of the Company's Legal Department shall also be notified.

2) Reporting to the Company's anonymous reporting Hotline at 1-877-888-0002 also discharges this obligation. The Hotline is the preferred method for reporting Code violations including fraud since it's operated by an independent third party. All reports are directly communicated by the Hotline provider to the proper representatives of senior management and the appropriate Audit, Conflicts and Governance Committee chairperson.

The Hotline provides a method of reporting without revealing the name of the person who made the call. Any attempt at retaliation or intimidation against anyone reporting in good faith an actual or suspected violation of our Code, fraud, any law or any condition thought to constitute a threat to human health, safety, the environment or Company assets is a serious violation of our Code. Those retaliating are subject to disciplinary action.

All fraud involves the intent to deceive and any instance is therefore a reportable violation and must be communicated to senior management and the appropriate Audit, Conflicts and Governance Committee. The concept of fraud encompasses acts such as:

- Misappropriation of Company assets (theft)
- Improper manipulation of accounting and financial reporting data
- Charging personal items to the Company
- Fabricating and falsifying actual work hours performed
- Diverting or utilizing Company assets for personal gain

## **VII. Discipline & Consequences for Actions**

The EPCO companies will consistently and appropriately enforce compliance with the Code and Company policies. Discipline for non-compliance will be determined by the appropriate senior management and/or Company board members. This may result in discipline up to and including termination of employment (in the case of employees) or termination of services (in the case of contractors). In certain cases or when required by law, law enforcement officials will be informed of facts discovered by any investigation concerning non-compliance with the law. Such actions can lead to criminal prosecution, monetary fines and civil penalties.

## **VIII. Individual Responsibility & Duty**

All employees have a responsibility and duty to comply with the Code and speak up and report any violations. Those with supervisory and review roles at any level have additional deterrence and detection duties such as:

- Stay aware of what can go wrong in your area of authority;
- Implement and maintain effective review, monitoring and internal control procedures that will promptly detect or prevent wrongdoings and misconduct. It is the responsibility of the approver of any contract, expense statement, journal entry or other document to thoroughly review the details and support of such transaction or document before approving; and
- Within your area, promote the EPCO reputation by periodically discussing the Code with employees and by taking opportunities to communicate key provisions to contractors and customers.

## **IX. Waivers of the Code**

Questions regarding this Code should be referred to your supervisor, Human Resources and/or the Legal departments. Waivers of this Code may be made only by the appropriate board of directors of the EPCO companies or a duly authorized committee of its board, and will be disclosed as and to the extent required by applicable law and regulation.

This Code is a statement of the fundamental principles and policies that govern EPCO companies' operations. This Code is not intended to and does not constitute or imply a contract between or among these companies and their employees or an assurance of continued employment. This Code creates no rights in any employee, director, supplier, customer, competitor, security holder or other person or entity. The Company may amend this Code at any time and for any reason without notice, and such amendment will be disclosed as and to the extent required by applicable law or regulation.

## **X. Employee Certification**

As the Code makes clear, adherence to the law and the highest standards of integrity is critical. Compliance does not just happen but

requires a commitment by every one of us. That is why the Company will periodically require directors, officers, contractors, and employees to certify to this pledge either in writing or electronically. It signals your **individual commitment** to act responsibly on behalf of the Company. Attached is a sample compliance statement.

**EPCO, Inc.**

**CODE OF CONDUCT**

**EMPLOYEE CERTIFICATION & COMPLIANCE STATEMENT**

I have read and understand the Code. I agree to comply with it and help ensure compliance with these standards. I understand that violation of the Code may result in disciplinary action up to and including termination of employment, and potential prosecution by law enforcement and imposed monetary fines and penalties.

Name (Print):
Company:
Department Name:
Signature:
Date:

**SAMPLE**

Note: Return completed forms to the Human Resources Department

**EXHIBIT XI**  
**CONTRACTORS AND SUBCONTRACTORS**  
**OPERATOR QUALIFICATION**

1. Contractor and its subcontractors must meet the requirements of Company's Operator Qualification Program to perform identified covered tasks and remain compliant with Title 49, Code of Federal Regulations, Part 192, Subpart N, Sections 192.801 through 192.808 and Part 195, Subpart G, Sections 195.501 through 195.509 on Operator Qualification. All individuals, including Contractors and subcontractors, performing an identified covered task will either (i) be qualified in accordance with Company's qualification requirements and the requirements of the Code of Federal Regulations identified in this paragraph prior to the performance of the duties or (ii) with the prior knowledge of Company personnel, work under the direct supervision and observation of an individual qualified prior to the performance of the duties in accordance with Company's qualification requirements and the requirements of the Code of Federal Regulations identified in this paragraph.
  
2. Contractor and its subcontractors shall also belong to Company's specified nationwide database (ISNetworld) for the purpose of tracking and identifying those individuals who are approved to perform the covered tasks identified in the Title 49, Code of Federal Regulations, Part 192, Subpart N, Sections 192.801 through 192.808 and Part 195, Subpart G, Sections 195.501 through 195.509 on Operator Qualification.



QUALITY SERVICES SINCE 1995

December 17, 2009

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

RE: RSPA Sequence Number (request Number): Texas Zone Spill Response Plan

Dear Ms. Barber:

Enclosed are two revised CD's for the approved aforementioned plan. The revision includes the addition of the MAPL Hobbs Plant (Pipeline ID 512) to Frankel City Injection Site line segment. If you have any questions regarding the enclosed, please contact David Williams, Sr. Field Environmental Scientist, at (713) 803.8327, Enterprise Products Operating, LLC 1703 East Hufsmith Road, Tomball, Texas, 77375.

Sincerely,  
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond  
Senior Project Manager

Enclosures  
Federal Express

Enterprise Liquid Pipelines	Geography
Chaparral	Interstate Highway
Dean	US Highway
Dixie	Highly Populated Area
Jonah	Other Populated Area
MAPL	Water Body
Offshore Crude Oil	County line
Panola	State Line
Red River Gathering	Airports
Seaway	
Seminole	
Enterprise TE Products	
South Texas Crude	
Texas and Eastern Operations	
West Texas Gathering	
Wilcox	
Facility	

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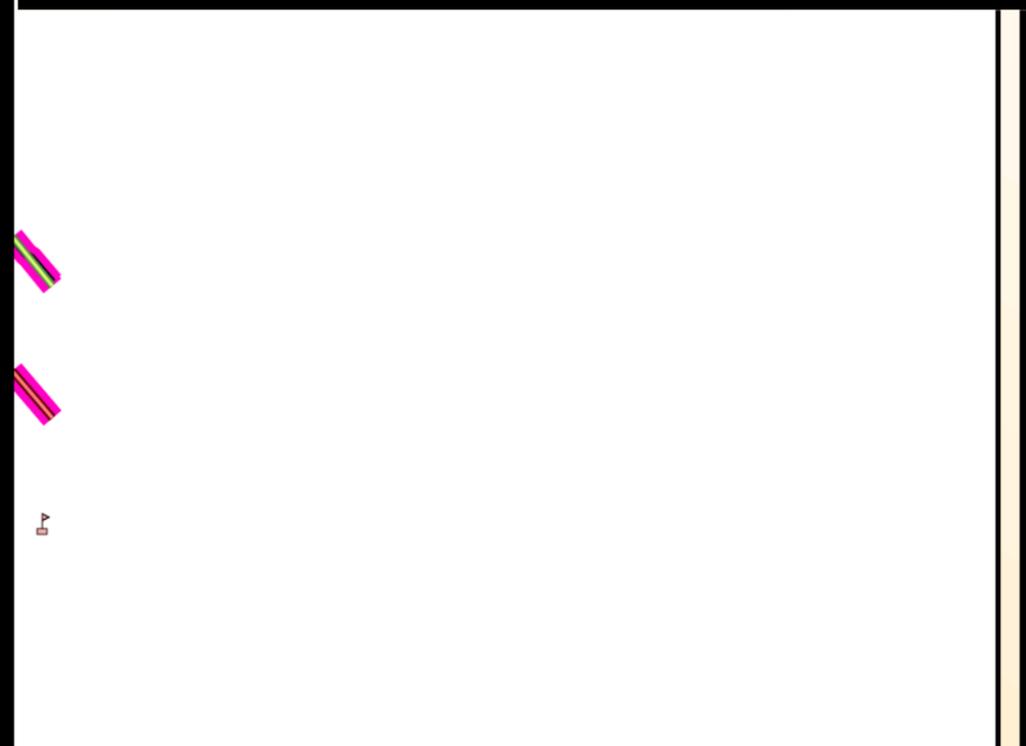
**Asset Integrity Department**

**Liquids Pipeline Atlas - Page Location**

Date: 9/7/2010 Map Number: **D15**

Miles  World Mercator Units: Feet Datum: WGS84

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.



Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Seminole	OSWT	County Line
Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Asset Integrity Department**  
**Liquids Pipeline Atlas**

Date: 9/7/2010  
 Map Number: **D15\_0250\_E**

Miles: 1 0 1 2  
 World Mercator Units: Feet Datum: WGS84



See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Seminole	OSWT	County Line
Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Enterprise Products** **Asset Integrity Department**

**Liquids Pipeline Atlas**

Date: 9/8/2010

Miles 0 1 2

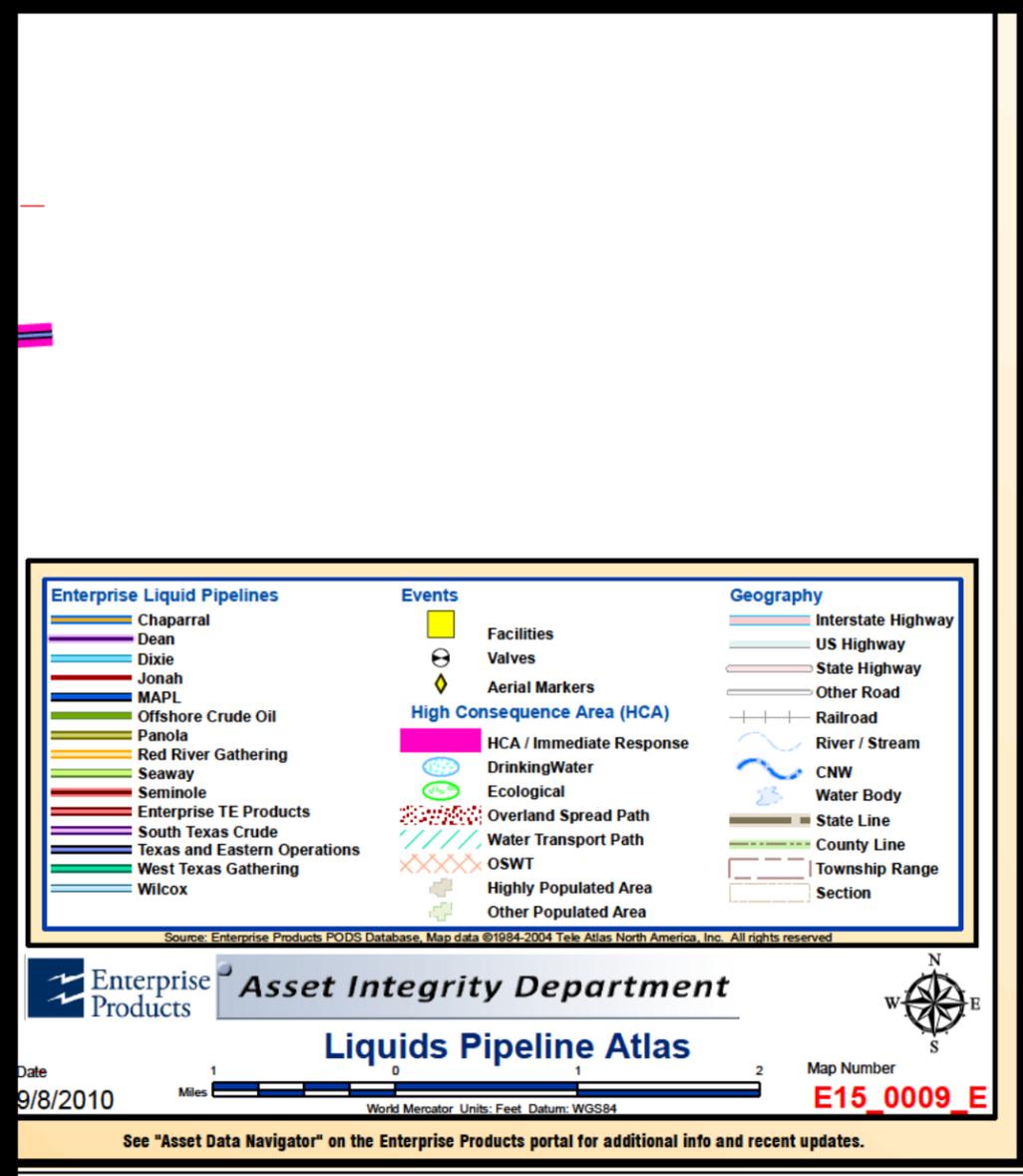
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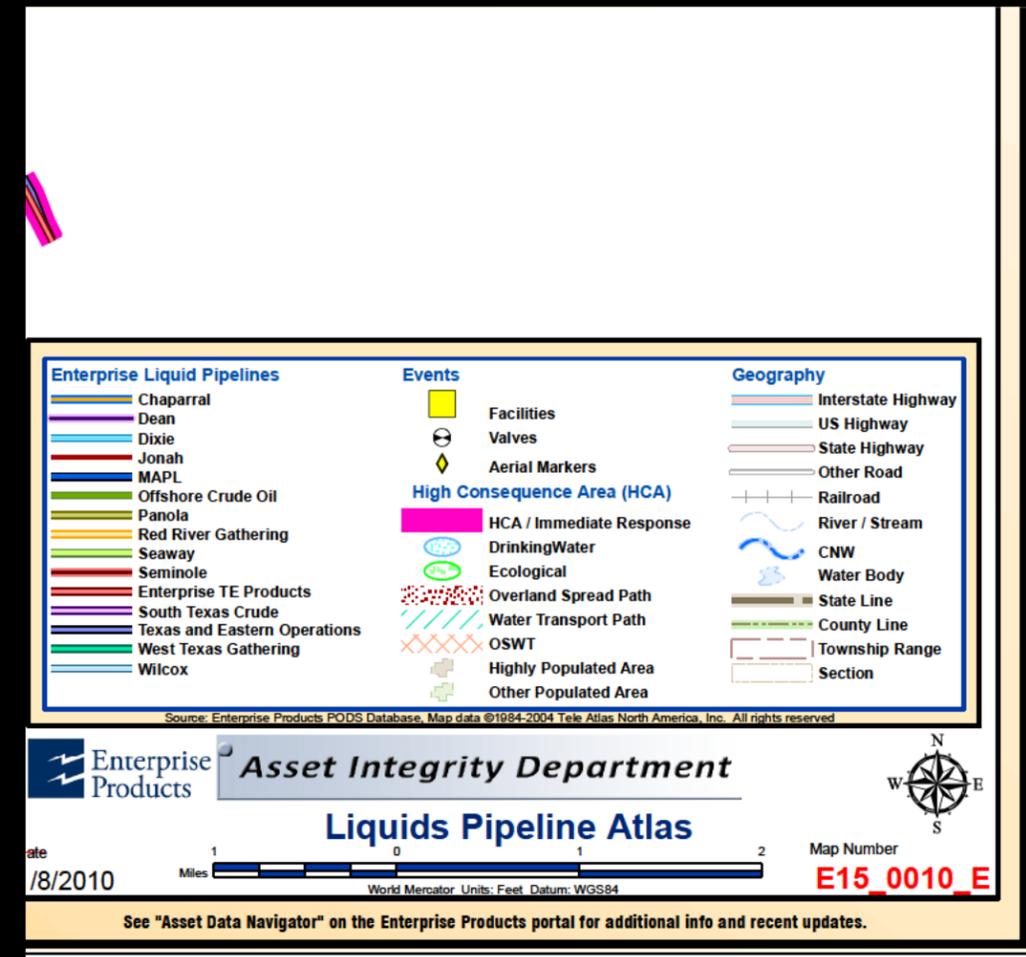
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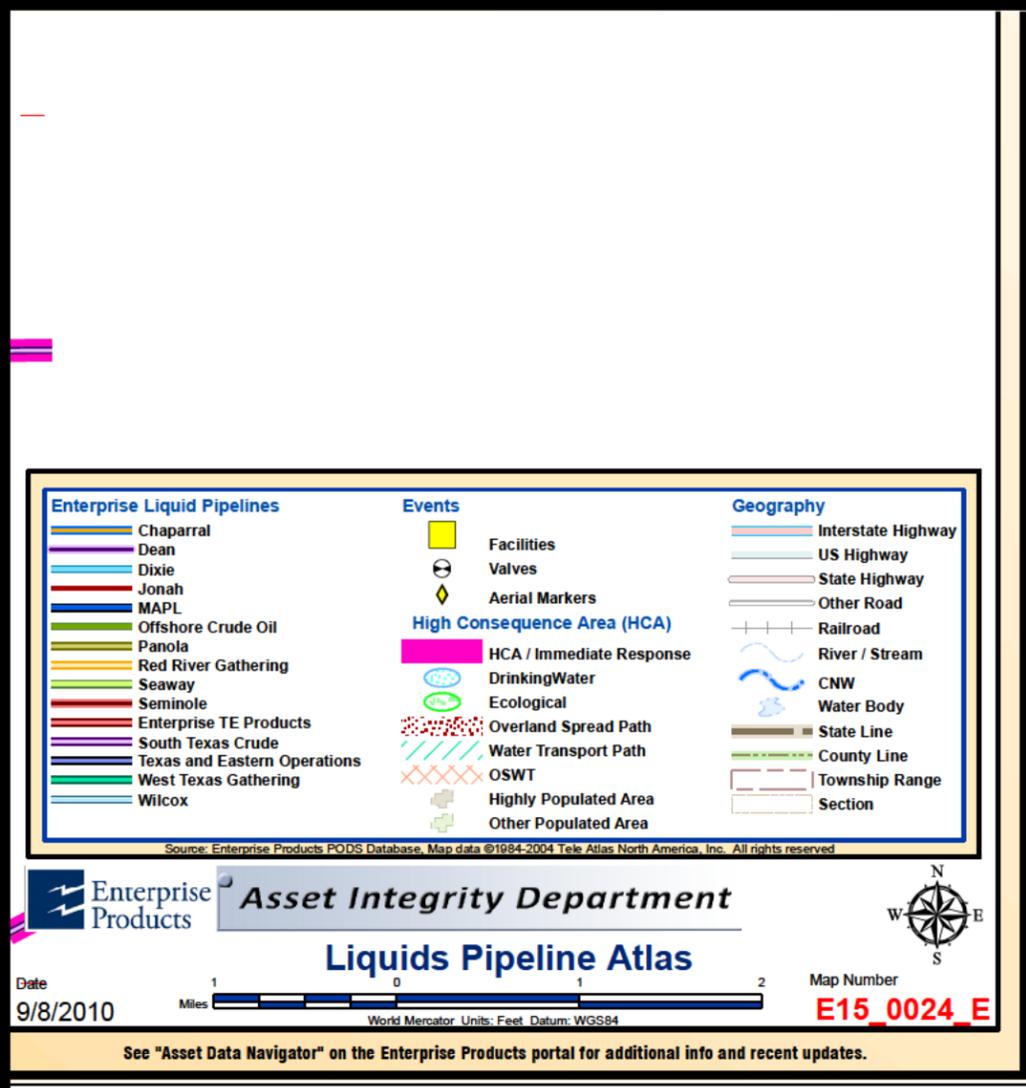
See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Geography
Chaparral	Interstate Highway
Dean	US Highway
Dixie	Highly Populated Area
Jonah	Other Populated Area
MAPL	Water Body
Offshore Crude Oil	County line
Panola	State Line
Red River Gathering	Airports
Seaway	
Seminole	
Enterprise TE Products	
South Texas Crude	
Texas and Eastern Operations	
West Texas Gathering	
Wilcox	
Facility	

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Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
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Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Enterprise Products** *Asset Integrity Department*

**Liquids Pipeline Atlas**

Date: 9/8/2010

Miles 0 1 2

World Mercator Units: Feet Datum: WGS84

Map Number: **E15\_0025\_E**

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Seminole	OSWT	County Line
Enterprise TE Products	Highly Populated Area	Township Range
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Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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Enterprise Products **Asset Integrity Department**

**Liquids Pipeline Atlas**

Map Number **E15\_0026\_E**

8/2010

Miles 1 0 1 2

World Mercator Units: Feet Datum: WGS84

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**Enterprise Products** Asset Integrity Department

**Liquids Pipeline Atlas**

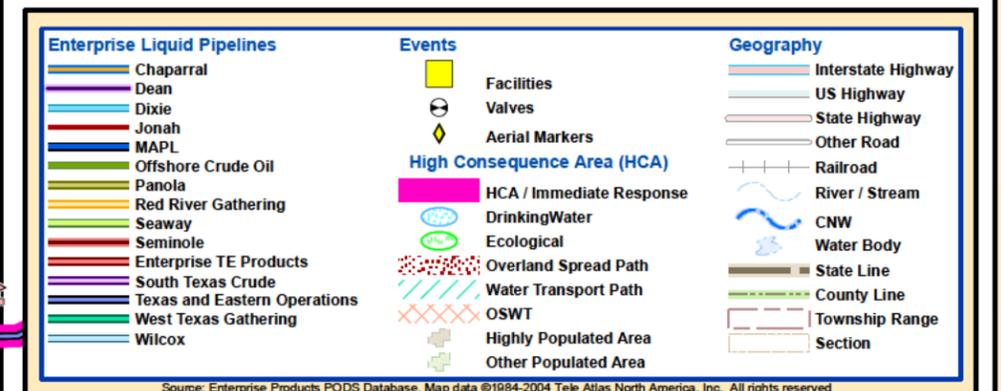
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Miles: 1 0 1 2

World Mercator Units: Feet Datum: WGS84

Map Number: E15\_0027\_E

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Date: 9/8/2010

Miles: 1 0 1 2

World Mercator Units: Feet Datum: WGS84

Map Number: E15\_0040\_E

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	DrinkingWater	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Seminole	OSWT	County Line
Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Liquids Pipeline Atlas**

Date: 9/8/2010
 
 Map Number: **E15\_0041\_E**

World Mercator Units: Feet Datum: WGS84

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Seminole	OSWT	County Line
Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Enterprise Products**

**Asset Integrity Department**

**Liquids Pipeline Atlas**

Date: 9/8/2010
 
 Map Number: **E15\_0042\_E**

World Mercator Units: Feet Datum: WGS84

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
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Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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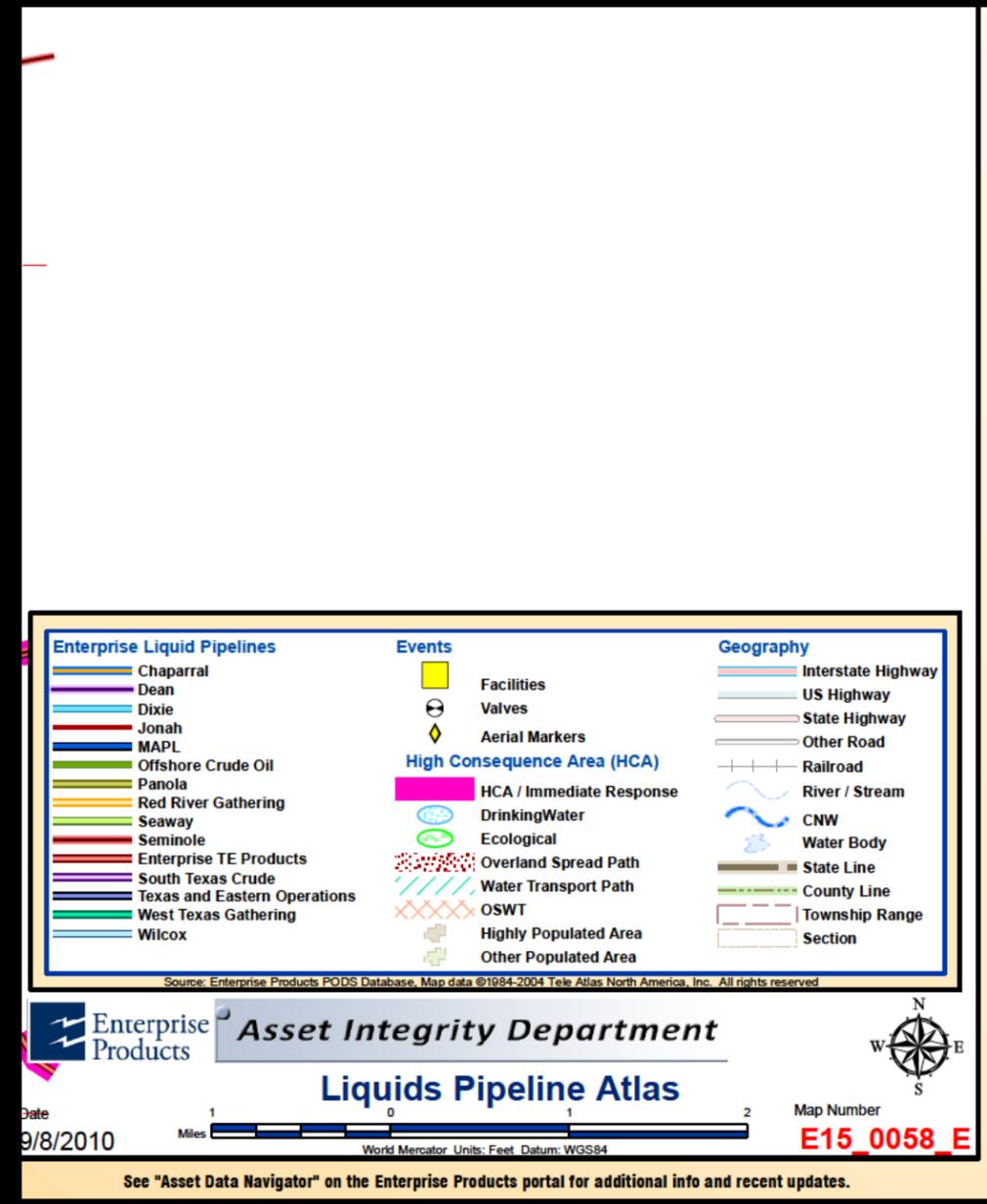
**Asset Integrity Department**

**Liquids Pipeline Atlas**

Date: 9/8/2010      Miles: 1 0 1 2      Map Number: **E15\_0043\_E**

World Mercator Units: Feet Datum: WGS84

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.



Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
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South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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### Liquids Pipeline Atlas

Date: 9/8/2010 Map Number: **E15\_0059\_E**

Miles World Mercator Units: Feet Datum: WGS84

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Seminole	OSWT	County Line
Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Enterprise Products**
**Asset Integrity Department**

**Liquids Pipeline Atlas**

Date: **9/8/2010**
Miles 
Map Number **E15\_0060\_E**

World Mercator Units: Feet Datum: WGS84

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Enterprise TE Products	OSWT	County Line
South Texas Crude	Highly Populated Area	Township Range
Texas and Eastern Operations	Other Populated Area	Section
West Texas Gathering		
Wilcox		

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**Asset Integrity Department**

**Liquids Pipeline Atlas**

Date: 9/8/2010

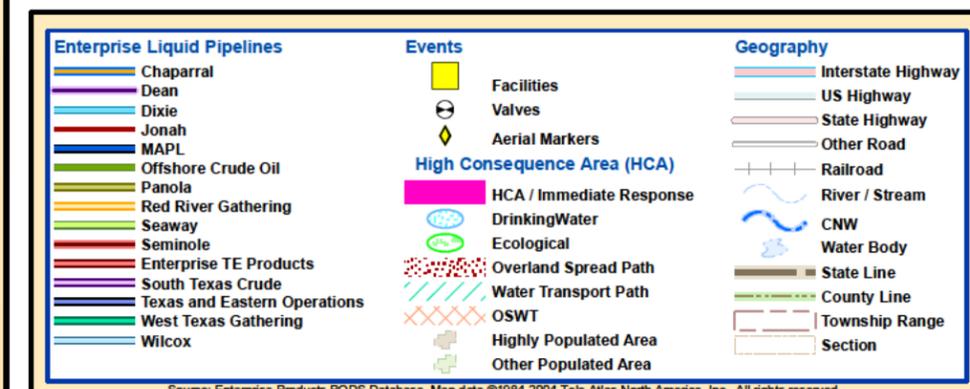
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World Mercator Units: Feet Datum: WGS84

Map Number: **E15\_0061\_E**

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.





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**Enterprise Products** Asset Integrity Department

**Liquids Pipeline Atlas**

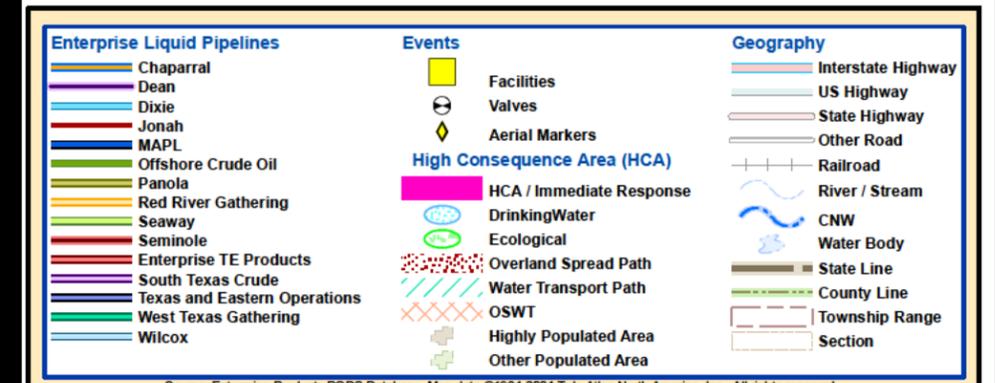
Date: 9/8/2010

Miles: 1 0 1 2

World Mercator Units: Feet Datum: WGS84

Map Number: **E15\_0063\_E**

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.



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Enterprise Products **Asset Integrity Department**

**Liquids Pipeline Atlas**

Date: 9/8/2010

Miles: 1 0 1 2

World Mercator Units: Feet Datum: WGS84

Map Number: **E15\_0064\_E**

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.



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**Liquids Pipeline Atlas**

Date: 9/8/2010

Miles: 1 0 1 2

World Mercator Units: Feet Datum: WGS84

Map Number: E15\_0080\_E

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

### Enterprise Liquid Pipelines

- Chaparral
- Dean
- Dixie
- Jonah
- MAPL
- Offshore Crude Oil
- Panola
- Red River Gathering
- Seaway
- Seminole
- Enterprise TE Products
- South Texas Crude
- Texas and Eastern Operations
- West Texas Gathering
- Wilcox
- Facility

### Geography

- Interstate Highway
- US Highway
- Highly Populated Area
- Other Populated Area
- Water Body
- County line
- State Line
- Airports

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**Enterprise Products**

**Asset Integrity Department**

## Liquids Pipeline Atlas - Page Location

Date  
9/7/2010

World Mercator Units: Feet Datum: WGS84

Map Number  
**E16**

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
Panola	Ecological	CNW
Red River Gathering	Overland Spread Path	Water Body
Seaway	Water Transport Path	State Line
Seminole	OSWT	County Line
Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Enterprise Products** **Asset Integrity Department**

**Liquids Pipeline Atlas**

Date: 9/8/2010      Miles: 1 0 1 2      Map Number: E16\_0065\_E

World Mercator Units: Feet Datum: WGS84

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.

Enterprise Liquid Pipelines	Events	Geography
Chaparral	Facilities	Interstate Highway
Dean	Valves	US Highway
Dixie	Aerial Markers	State Highway
Jonah	<b>High Consequence Area (HCA)</b>	Other Road
MAPL	HCA / Immediate Response	Railroad
Offshore Crude Oil	Drinking Water	River / Stream
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Enterprise TE Products	Highly Populated Area	Township Range
South Texas Crude	Other Populated Area	Section
Texas and Eastern Operations		
West Texas Gathering		
Wilcox		

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**Enterprise Products** *Asset Integrity Department*

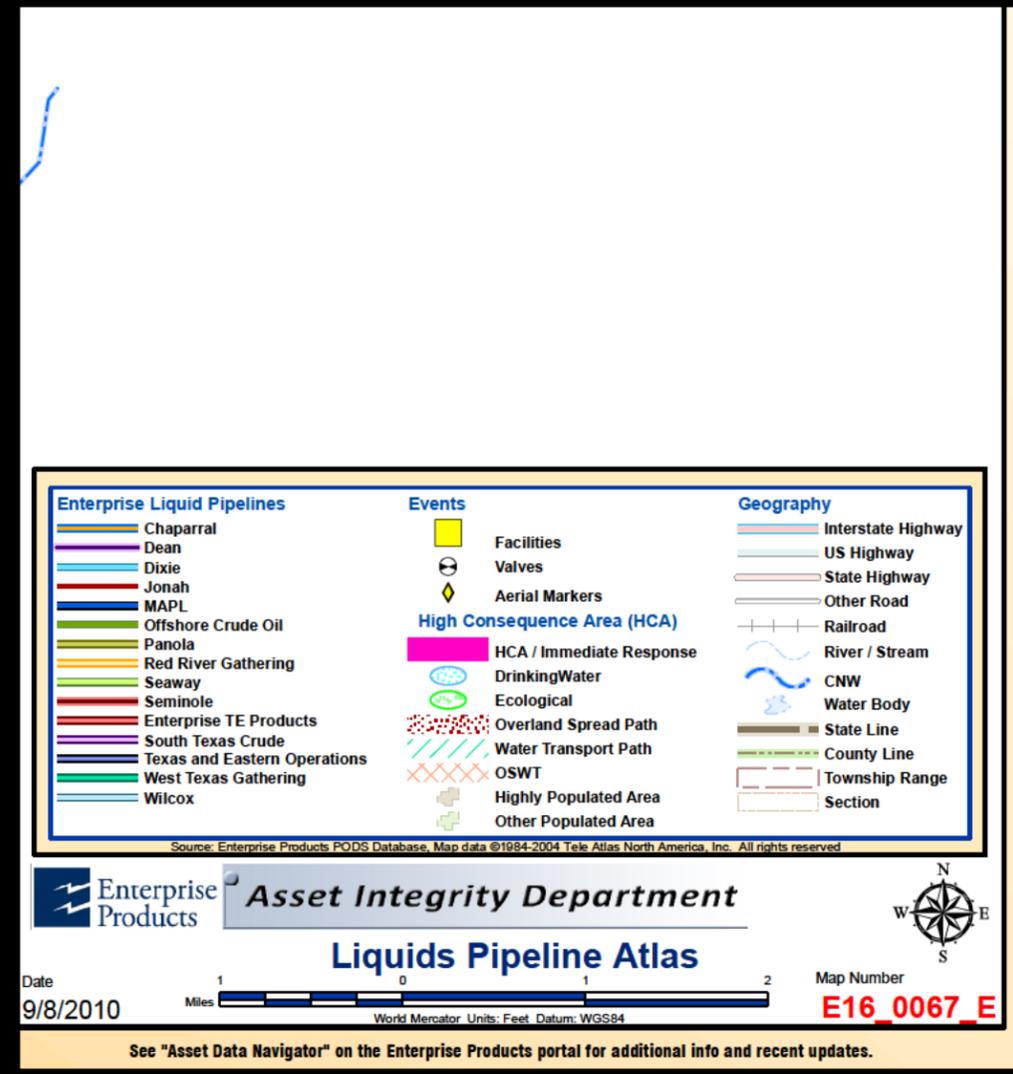
**Liquids Pipeline Atlas**

Map Number **E16\_0066\_E**

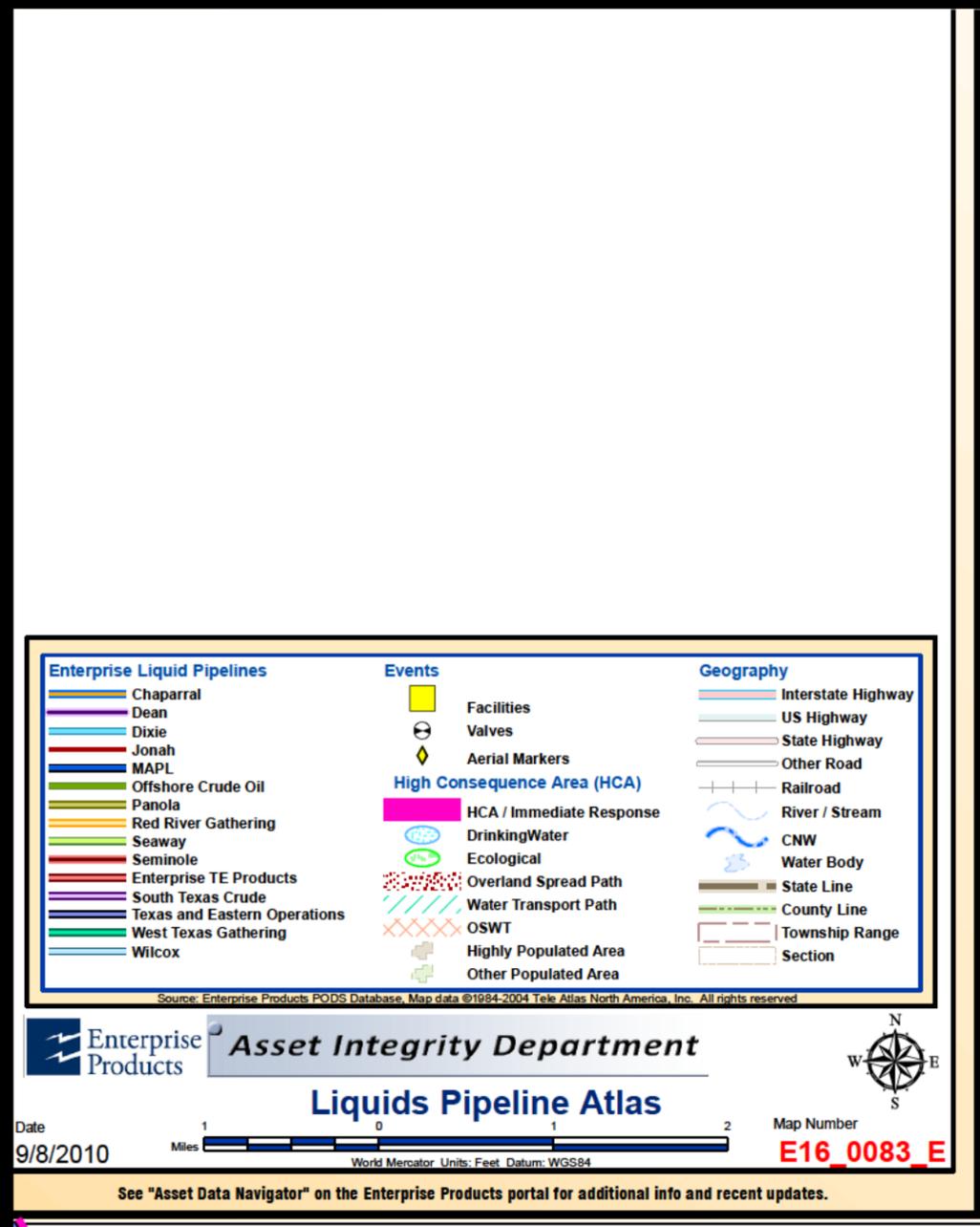
Scale: 0 to 2 Miles. World Mercator Units: Feet Datum: WGS84

Date: /8/2010

See "Asset Data Navigator" on the Enterprise Products portal for additional info and recent updates.









<p><b>*12. Were there fatalities?</b> <input type="radio"/> Yes <input type="radio"/> No</p> <p>If Yes, specify the number in each category:</p> <p>*12.a Operator employees     / / / / / /</p> <p>*12.b Contractor employees working for the Operator     / / / / / /</p> <p>*12.c Non-Operator emergency responders     / / / / / /</p> <p>*12.d Workers working on the right-of-way, but NOT associated with this Operator     / / / / / /</p> <p>*12.e General public     / / / / / /</p> <p>12.f Total fatalities (sum of above)     / / / / / /</p>	<p><b>*13. Were there injuries requiring inpatient hospitalization?</b> <input type="radio"/> Yes <input type="radio"/> No</p> <p>If Yes, specify the number in each category:</p> <p>*13.a Operator employees     / / / / / /</p> <p>*13.b Contractor employees working for the Operator     / / / / / /</p> <p>*13.c Non-Operator emergency responders     / / / / / /</p> <p>*13.d Workers working on the right-of-way, but NOT associated with this Operator     / / / / / /</p> <p>*13.e General public     / / / / / /</p> <p>13.f Total injuries (sum of above)     / / / / / /</p>
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**14. Was the pipeline/facility shut down due to the Accident?**  Yes  No ➡ Explain: \_\_\_\_\_

If Yes, complete Questions 14.a and 14.b: *(use local time, 24-hr clock)*

14.a Local time and date of shutdown     / / / / / /     / / /     / / /     / / /  
Hour     Month     Day     Year

14.b Local time pipeline/facility restarted     / / / / / /     / / /     / / /     / / /      Still shut down\*  
Hour     Month     Day     Year     *(\*Supplemental Report required)*

**\*15. Did the commodity ignite?**  Yes  No

**\*16. Did the commodity explode?**  Yes  No

**17. Number of general public evacuated:** / / / / / / / /

**18. Time sequence:** *(use local time, 24-hour clock)*

18.a Local time Operator identified Accident     / / / / / /     / / /     / / /     / / /  
Hour     Month     Day     Year

18.b Local time Operator resources arrived on site     / / / / / /     / / /     / / /     / / /  
Hour     Month     Day     Year









\*6. Was a Supervisory Control and Data Acquisition (SCADA)-based system in place on the pipeline or facility involved in the Accident?

No

Yes ➔

6.a Was it operating at the time of the Accident?  Yes  No

6.b Was it fully functional at the time of the Accident?  Yes  No

6.c Did SCADA-based information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the detection of the Accident?  Yes  No

6.d Did SCADA-based information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the confirmation of the Accident?  Yes  No

\*7. Was a CPM leak detection system in place on the pipeline or facility involved in the Accident?

No

Yes ➔

7.a Was it operating at the time of the Accident?  Yes  No

7.b Was it fully functional at the time of the Accident?  Yes  No

7.c Did CPM leak detection system information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the detection of the Accident?  Yes  No

7.d Did CPM leak detection system information (such as alarm(s), alert(s), event(s), and/or volume calculations) assist with the confirmation of the Accident?  Yes  No

\*8. How was the Accident initially identified for the Operator? *(select only one)*

CPM leak detection system or SCADA-based information (such as alarm(s), alert(s), event(s), and/or volume calculations)

Static Shut-in Test or Other Pressure or Leak Test

Controller

Local Operating Personnel, including contractors

Air Patrol

Ground Patrol by Operator or its contractor

Notification from Public

Notification from Emergency Responder

Notification from Third Party that caused the Accident

Other \_\_\_\_\_

\*8.a If "Controller", "Local Operating Personnel, including contractors", "Air Patrol", or "Ground Patrol by Operator or its contractor" is selected in Question 8, specify the following: *(select only one)*

Operator employee  Contractor working for the Operator

\*9. Was an investigation initiated into whether or not the controller(s) or control room issues were the cause of or a contributing factor to the Accident? *(select only one)*

Yes, but the investigation of the control room and/or controller actions has not yet been completed by the Operator *(Supplemental Report required)*

No, the facility was not monitored by a controller(s) at the time of the Accident

No, the Operator did not find that an investigation of the controller(s) actions or control room issues was necessary due to: *(provide an explanation for why the Operator did not investigate)*

Yes, specify investigation result(s): *(select all that apply)*

Investigation reviewed work schedule rotations, continuous hours of service (while working for the Operator) and other factors associated with fatigue

Investigation did NOT review work schedule rotations, continuous hours of service (while working for the Operator) and other factors associated with fatigue *(provide an explanation for why not)*

Investigation identified no control room issues

Investigation identified no controller issues

Investigation identified incorrect controller action or controller error

Investigation identified that fatigue may have affected the controller(s) involved or impacted the involved controller(s) response

Investigation identified incorrect procedures

Investigation identified incorrect control room equipment operation

Investigation identified maintenance activities that affected control room operations, procedures, and/or controller response

Investigation identified areas other than those above ➔ Descr be: \_\_\_\_\_

PART F – DRUG & ALCOHOL TESTING INFORMATION	
<p>*1. As a result of this Accident, were any Operator employees tested under the post-accident drug and alcohol testing requirements of DOT's Drug &amp; Alcohol Testing regulations?</p> <p><input type="radio"/> No</p> <p><input type="radio"/> Yes ⇒ *1.a Specify how many were tested: <u>  /  /  /  /  </u></p> <p style="padding-left: 40px;">*1.b Specify how many failed: <u>  /  /  /  /  </u></p>	
<p>*2. As a result of this Accident, were any Operator contractor employees tested under the post-accident drug and alcohol testing requirements of DOT's Drug &amp; Alcohol Testing regulations?</p> <p><input type="radio"/> No</p> <p><input type="radio"/> Yes ⇒ *2.a Specify how many were tested: <u>  /  /  /  /  </u></p> <p style="padding-left: 40px;">*2.b Specify how many failed: <u>  /  /  /  /  </u></p>	

PART G – APPARENT CAUSE	Select only one box from PART G in the shaded column on the left representing the APPARENT Cause of the Accident, and answer the questions on the right. Describe secondary, contributing, or root causes of the Accident in the narrative (PART H).
<b>G1 - Corrosion Failure</b> – *only one sub-cause can be picked from shaded left-hand column	
<input type="checkbox"/> External Corrosion	<p>*1. Results of visual examination:</p> <p><input type="radio"/> Localized Pitting    <input type="radio"/> General Corrosion</p> <p><input type="radio"/> Other _____</p> <p>*2. Type of corrosion: (select all that apply)</p> <p><input type="radio"/> Galvanic    <input type="radio"/> Atmospheric    <input type="radio"/> Stray Current    <input type="radio"/> Microbiological    <input type="radio"/> Selective Seam</p> <p><input type="radio"/> Other _____</p> <p>*3. The type(s) of corrosion selected in Question 2 is based on the following: (select all that apply)</p> <p><input type="radio"/> Field examination    <input type="radio"/> Determined by metallurgical analysis</p> <p><input type="radio"/> Other _____</p> <p>*4. Was the failed item buried under the ground?</p> <p><input type="radio"/> Yes ⇒ *4.a Was failed item considered to be under cathodic protection at the time of the Accident?</p> <p style="padding-left: 40px;"><input type="radio"/> Yes ⇒ Year protection started: <u>  /  /  /  /  /  </u></p> <p style="padding-left: 40px;"><input type="radio"/> No</p> <p style="padding-left: 40px;">*4.b Was shielding, tenting, or disbonding of coating evident at the point of the Accident?</p> <p style="padding-left: 80px;"><input type="radio"/> Yes    <input type="radio"/> No</p> <p style="padding-left: 40px;">*4.c Has one or more Cathodic Protection Survey been conducted at the point of the Accident?</p> <p style="padding-left: 80px;"><input type="radio"/> Yes, CP Annual Survey ⇒ Most recent year conducted: <u>  /  /  /  /  /  </u></p> <p style="padding-left: 80px;"><input type="radio"/> Yes, Close Interval Survey ⇒ Most recent year conducted: <u>  /  /  /  /  /  </u></p> <p style="padding-left: 80px;"><input type="radio"/> Yes, Other CP Survey ⇒ Most recent year conducted: <u>  /  /  /  /  /  </u></p> <p style="padding-left: 80px;"><input type="radio"/> No</p> <p><input type="radio"/> No ⇒ 4.d Was the failed item externally coated or painted?    <input type="radio"/> Yes    <input type="radio"/> No</p> <p>*5. Was there observable damage to the coating or paint in the vicinity of the corrosion?</p> <p><input type="radio"/> Yes    <input type="radio"/> No</p>

<input type="checkbox"/> <b>Internal Corrosion</b>	<p>*6. Results of visual examination:  <input type="radio"/> Localized Pitting    <input type="radio"/> General Corrosion    <input type="radio"/> Not cut open  <input type="radio"/> Other _____</p> <p>*7. Cause of corrosion: <i>(select all that apply)</i>  <input type="radio"/> Corrosive Commodity    <input type="radio"/> Water drop-out/Acid    <input type="radio"/> Microbiological    <input type="radio"/> Erosion  <input type="radio"/> Other _____</p> <p>*8. The cause(s) of corrosion selected in Question 7 is based on the following: <i>(select all that apply)</i>  <input type="radio"/> Field examination    <input type="radio"/> Determined by metallurgical analysis  <input type="radio"/> Other _____</p> <p>*9. Location of corrosion: <i>(select all that apply)</i>  <input type="radio"/> Low point in pipe    <input type="radio"/> E bow    <input type="radio"/> Other _____</p> <p>*10. Was the commodity treated with corrosion inhibitors or biocides?    <input type="radio"/> Yes    <input type="radio"/> No</p> <p>11. Was the interior coated or lined with protective coating?    <input type="radio"/> Yes    <input type="radio"/> No</p> <p>12. Were cleaning/dewatering pigs (or other operations) routinely utilized?  <input type="radio"/> Not applicable - Not mainline pipe    <input type="radio"/> Yes    <input type="radio"/> No</p> <p>13. Were corrosion coupons routinely utilized?  <input type="radio"/> Not applicable - Not mainline pipe    <input type="radio"/> Yes    <input type="radio"/> No</p>
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**Complete the following if any Corrosion Failure sub-cause is selected AND the "Item Involved in Accident" (from PART C, Question 3) is Tank/Vessel.**

14. List the year of the most recent inspections:
- 14.a API Std 653 Out-of-Service Inspection        /    /    /    /         No Out-of-Service Inspection completed
- 14.b API Std 653 In-Service Inspection        /    /    /    /         No In-Service Inspection completed

**Complete the following if any Corrosion Failure sub-cause is selected AND the "Item Involved in Accident" (from PART C, Question 3) is Pipe or Weld.**

15. Has one or more internal inspection tool collected data at the point of the Accident?  
 Yes     No
- 15.a. If Yes, for each tool used, select type of internal inspection tool and indicate most recent year run:
- Magnetic Flux Leakage Tool        /    /    /    /
- Ultrasonic        /    /    /    /
- Geometry        /    /    /    /
- Caliper        /    /    /    /
- Crack        /    /    /    /
- Hard Spot        /    /    /    /
- Combination Tool        /    /    /    /
- Transverse Field/Triaxial        /    /    /    /
- Other \_\_\_\_\_        /    /    /    /
16. Has one or more hydrotest or other pressure test been conducted since original construction at the point of the Accident?  
 Yes    ⇨ Most recent year tested:     /    /    /    /        Test pressure (psig):     /    /    /    /      
 No
17. Has one or more Direct Assessment been conducted on this segment?  
 Yes, and an investigative dig was conducted at the point of the Accident    ⇨ Most recent year conducted:     /    /    /    /      
 Yes, but the point of the Accident was not identified as a dig site    ⇨ Most recent year conducted:     /    /    /    /      
 No
18. Has one or more non-destructive examination been conducted at the point of the Accident since January 1, 2002?  
 Yes     No
- 18.a If Yes, for each examination conducted since January 1, 2002, select type of non-destructive examination and indicate most recent year the examination was conducted:
- Radiography        /    /    /    /
- Guided Wave Ultrasonic        /    /    /    /
- Handheld Ultrasonic Tool        /    /    /    /
- Wet Magnetic Particle Test        /    /    /    /
- Dry Magnetic Particle Test        /    /    /    /
- Other \_\_\_\_\_        /    /    /    /

<b>G2 - Natural Force Damage</b> - *only one <b>sub-cause</b> can be picked from shaded left-hand column	
<input type="checkbox"/> <b>Earth Movement, NOT due to Heavy Rains/Floods</b>	1. Specify: <input type="radio"/> Earthquake <input type="radio"/> Subsidence <input type="radio"/> Landslide <input type="radio"/> Other _____
<input type="checkbox"/> <b>Heavy Rains/Floods</b>	2. Specify: <input type="radio"/> Washout/Scouring <input type="radio"/> Flotation <input type="radio"/> Mudslide <input type="radio"/> Other _____
<input type="checkbox"/> <b>Lightning</b>	3. Specify: <input type="radio"/> Direct hit <input type="radio"/> Secondary impact such as resulting nearby fires
<input type="checkbox"/> <b>Temperature</b>	4. Specify: <input type="radio"/> Thermal Stress <input type="radio"/> Frost Heave <input type="radio"/> Frozen Components <input type="radio"/> Other _____
<input type="checkbox"/> <b>High Winds</b>	
<input type="checkbox"/> <b>Other Natural Force Damage</b>	*5. Describe: _____
<b>Complete the following if any Natural Force Damage sub-cause is selected.</b>	
*6. Were the natural forces causing the Accident generated in conjunction with an extreme weather event? <input type="radio"/> Yes <input type="radio"/> No	
*6.a If Yes, specify: (select all that apply) <input type="radio"/> Hurricane <input type="radio"/> Tropical Storm <input type="radio"/> Tornado <input type="radio"/> Other _____	

<b>G3 – Excavation Damage</b> - *only one <b>sub-cause</b> can be picked from shaded left-hand column																			
<input type="checkbox"/> <b>Excavation Damage by Operator (First Party)</b>																			
<input type="checkbox"/> <b>Excavation Damage by Operator's Contractor (Second Party)</b>																			
<input type="checkbox"/> <b>Excavation Damage by Third Party</b>																			
<input type="checkbox"/> <b>Previous Damage due to Excavation Activity</b>	<p><b>Complete Questions 1-5 ONLY IF the "Item Involved in Accident" (from PART C, Question 3) is Pipe or Weld.</b></p> <p>1. Has one or more internal inspection tool collected data at the point of the Accident? <input type="radio"/> Yes   <input type="radio"/> No</p> <p>1.a If Yes, for each tool used, select type of internal inspection tool and indicate most recent year run:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;"><input type="radio"/> Magnetic Flux Leakage</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Ultrasonic</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Geometry</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Caliper</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Crack</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Hard Spot</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Combination Tool</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Transverse Field/Triaxial</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> <tr> <td style="padding-left: 20px;"><input type="radio"/> Other _____</td> <td style="text-align: right; padding-right: 20px;">/ / / / /</td> </tr> </table> <p>2. Do you have reason to believe that the internal inspection was completed BEFORE the damage was sustained?   <input type="radio"/> Yes   <input type="radio"/> No</p> <p>3. Has one or more hydrotest or other pressure test been conducted since original construction at the point of the Accident?</p> <p style="padding-left: 20px;"><input type="radio"/> Yes   ⇒   Most recent year tested:   / / / / / Test pressure (psig):   / / / / /</p> <p style="padding-left: 20px;"><input type="radio"/> No</p> <p>4. Has one or more Direct Assessment been conducted on the pipeline segment?</p> <p style="padding-left: 20px;"><input type="radio"/> Yes, and an investigative dig was conducted at the point of the Accident ⇒ Most recent year conducted:   / / / / /</p> <p style="padding-left: 20px;"><input type="radio"/> Yes, but the point of the Accident was not identified as a dig site ⇒ Most recent year conducted:   / / / / /</p> <p style="padding-left: 20px;"><input type="radio"/> No</p>	<input type="radio"/> Magnetic Flux Leakage	/ / / / /	<input type="radio"/> Ultrasonic	/ / / / /	<input type="radio"/> Geometry	/ / / / /	<input type="radio"/> Caliper	/ / / / /	<input type="radio"/> Crack	/ / / / /	<input type="radio"/> Hard Spot	/ / / / /	<input type="radio"/> Combination Tool	/ / / / /	<input type="radio"/> Transverse Field/Triaxial	/ / / / /	<input type="radio"/> Other _____	/ / / / /
<input type="radio"/> Magnetic Flux Leakage	/ / / / /																		
<input type="radio"/> Ultrasonic	/ / / / /																		
<input type="radio"/> Geometry	/ / / / /																		
<input type="radio"/> Caliper	/ / / / /																		
<input type="radio"/> Crack	/ / / / /																		
<input type="radio"/> Hard Spot	/ / / / /																		
<input type="radio"/> Combination Tool	/ / / / /																		
<input type="radio"/> Transverse Field/Triaxial	/ / / / /																		
<input type="radio"/> Other _____	/ / / / /																		



\*17. Description of the CGA-DIRT Root Cause (*select only the one predominant first level CGA-DIRT Root Cause and then, where available as a choice, the one predominant second level CGA-DIRT Root Cause as well*):

One-Call Notification Practices Not Sufficient: (*select only one*)

- No notification made to the One-Call Center
- Notification to One-Call Center made, but not sufficient
- Wrong information provided

Locating Practices Not Sufficient: (*select only one*)

- Facility could not be found/located
- Facility marking or location not sufficient
- Facility was not located or marked
- Incorrect facility records/maps

Excavation Practices Not Sufficient: (*select only one*)

- Excavation practices not sufficient (other)
- Failure to maintain clearance
- Failure to maintain the marks
- Failure to support exposed facilities
- Failure to use hand tools where required
- Failure to verify location by test-hole (pot-holing)
- Improper backfilling

One-Call Notification Center Error

Abandoned Facility

Deteriorated Facility

Previous Damage

Data Not Collected

Other / None of the Above (*explain*) \_\_\_\_\_





**G6 - Equipment Failure** - \*only one **sub-cause** can be picked from shaded left-hand column

<input type="checkbox"/> <b>Malfunction of Control/Relief Equipment</b>	*1. Specify: <i>(select all that apply)</i> <input type="radio"/> Control Valve <input type="radio"/> Instrumentation <input type="radio"/> SCADA <input type="radio"/> Communications <input type="radio"/> Block Valve <input type="radio"/> Check Valve <input type="radio"/> Relief Valve <input type="radio"/> Power Failure <input type="radio"/> Stopple/Control Fitting <input type="radio"/> ESD System Failure <input type="radio"/> Other _____
<input type="checkbox"/> <b>Pump or Pump-related Equipment</b>	*2. Specify: <input type="radio"/> Seal/Packing Failure <input type="radio"/> Body Failure <input type="radio"/> Crack in Body <input type="radio"/> Appurtenance Failure <input type="radio"/> Other _____
<input type="checkbox"/> <b>Threaded Connection/Coupling Failure</b>	3. Specify: <input type="radio"/> Pipe Nipple <input type="radio"/> Valve Threads <input type="radio"/> Mechanical Coupling <input type="radio"/> Threaded Pipe Collar <input type="radio"/> Threaded Fitting <input type="radio"/> Other _____
<input type="checkbox"/> <b>Non-threaded Connection Failure</b>	*4. Specify: <input type="radio"/> O-Ring <input type="radio"/> Gasket <input type="radio"/> Seal (NOT pump seal) or Packing <input type="radio"/> Other _____
<input type="checkbox"/> <b>Defective or Loose Tubing or Fitting</b>	
<input type="checkbox"/> <b>Failure of Equipment Body (except Pump), Tank Plate, or other Material</b>	
<input type="checkbox"/> <b>Other Equipment Failure</b>	*5. Describe: _____ _____

**Complete the following if any Equipment Failure sub-cause is selected.**\*6. Additional factors that contributed to the equipment failure: *(select all that apply)*

- Excessive vibration
- Overpressurization
- No support or loss of support
- Manufacturing defect
- Loss of electricity
- Improper installation
- Mismatched items (different manufacturer for tubing and tubing fittings)
- Dissimilar metals
- Breakdown of soft goods due to compatibility issues with transported commodity
- Valve vault or valve can contributed to the release
- Alarm/status failure
- Misalignment
- Thermal stress
- Other \_\_\_\_\_

<b>G7 - Incorrect Operation</b> - *only one <b>sub-cause</b> can be picked from shaded left-hand column	
<input type="checkbox"/> <b>Damage by Operator or Operator's Contractor NOT Related to Excavation and NOT due to Motorized Vehicle/Equipment Damage</b>	
<input type="checkbox"/> <b>Tank, Vessel, or Sump/Separator Allowed or Caused to Overfill or Overflow</b>	*1. Specify: <input type="radio"/> Valve misalignment <input type="radio"/> Incorrect reference data/calculation <input type="radio"/> Miscommunication <input type="radio"/> Inadequate monitoring <input type="radio"/> Other _____
<input type="checkbox"/> <b>Valve Left or Placed in Wrong Position, but NOT Resulting in a Tank, Vessel, or Sump/Separator Overflow or Facility Overpressure</b>	
<input type="checkbox"/> <b>Pipeline or Equipment Overpressured</b>	
<input type="checkbox"/> <b>Equipment Not Installed Properly</b>	
<input type="checkbox"/> <b>Wrong Equipment Specified or Installed</b>	
<input type="checkbox"/> <b>Other Incorrect Operation</b>	*2. Describe: _____
<b>Complete the following if any Incorrect Operation sub-cause is selected.</b>	
*3. Was this Accident related to: <i>(select all that apply)</i>	
<input type="radio"/> Inadequate procedure <input type="radio"/> No procedure established <input type="radio"/> Failure to follow procedure <input type="radio"/> Other: _____	
*4. What category type was the activity that caused the Accident:	
<input type="radio"/> Construction <input type="radio"/> Commissioning <input type="radio"/> Decommissioning <input type="radio"/> Right-of-Way activities <input type="radio"/> Routine maintenance <input type="radio"/> Other maintenance <input type="radio"/> Normal operating conditions <input type="radio"/> Non-routine operating conditions (abnormal operations or emergencies)	
*5. Was the task(s) that led to the Accident identified as a covered task in your Operator Qualification Program? <input type="radio"/> Yes <input type="radio"/> No	
*5.a If Yes, were the individuals performing the task(s) qualified for the task(s)?	
<input type="radio"/> Yes, they were qualified for the task(s) <input type="radio"/> No, but they were performing the task(s) under the direction and observation of a qualified individual <input type="radio"/> No, they were not qualified for the task(s) nor were they performing the task(s) under the direction and observation of a qualified individual	
<b>G8 – Other Accident Cause</b> - *only one <b>sub-cause</b> can be picked from shaded left-hand column	
<input type="checkbox"/> <b>Miscellaneous</b>	*1. Describe: _____
<input type="checkbox"/> <b>Unknown</b>	*2. Specify: <input type="radio"/> Investigation complete, cause of Accident unknown <input type="radio"/> Still under investigation, cause of Accident to be determined* (*Supplemental Report required)

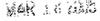




U.S. Department  
of Transportation

430 Seventh St. S.W.  
Washington, D.C. 20590

**Pipeline and  
Hazardous Materials  
Safety Administration**



TO ALL OPERATORS OF ONSHORE OIL PIPELINES

Re: Response Management Systems

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

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

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

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

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

Sincerely,

L. E. Herrick  
Response Plans Officer



www.eppl.com

**Texas Zone OPA 90  
Regulated by DOT**

-  Pipelines
-  Map Grid



## 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 November 16, 2011

Signature *Charles Carter*

Printed Name Charles Carter

Company/Vessel Name Enterprise Products Operating LLC

GLO Facility Certificate Number(s) (if appropriate)  
20438, 20253, 20454, 20514

Mailing Address 1200 N. Broadway

La Porte, Texas 77571

Phone 281.470.4991

Fax N/A

E-mail ccarter@eprod.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**

**EPCO  
HOLDINGS,  
INC.**

WORK CONTRACT NO. 5159  
ORIGINATOR SCOTT BUTLER  
(Type/Print Department and Location)

**EPCO HOLDINGS, INC.  
SERVICE AGREEMENT** (Rev. 07/06)

THIS CONTRACT is entered into this day of 2<sup>nd</sup> of August, 2007, in the City of Houston, Harris County, Texas, between EPCO Holdings, Inc., a Delaware Corporation, and its Affiliates, P. O. Box 4735, Houston, Texas 77210-4735 ("Company"), and:

T & T MARINE SALVAGE, INC.,  
(Full Legal Name)

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

9723 Teichman Road  
(Address)

Galveston, Texas 77554("Contractor")  
(City) (State) (Zip)

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

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

II. DEFINITIONS "Contract" and "Agreement" mean this Contract and any subsequent oral or written Work order or agreement (together with any drawings, specifications or other exhibits attached to it) between the parties for Work. "Work" means all labor, goods, materials and services required to be performed and furnished by Contractor under any Agreement. "Affiliate" means with respect to any relevant entity, any other entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such relevant entity in question. "Control" means with respect to an entity, the ability or power, directly or indirectly, through one or more intermediaries, to direct or cause the direction of the management of such entity, whether through ownership of voting securities, by contract or otherwise.

III. PERFORMANCE Contractor represents and warrants that all Work shall be in strict accordance with and subject to all Contract terms and conditions, that it has adequate equipment in good working order and fully trained personnel capable of efficiently operating such equipment or performing any services provided under any Agreement, and that all Work shall be performed in a good and workmanlike manner, satisfactory and acceptable to Company.

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

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

VI. TAXES AND FEES Contractor agrees to accept full and exclusive liability for the payment of and to pay when due all taxes, licenses and fees levied or assessed by any governmental agency on Contractor in connection with or incident to the performance of any Agreement. Contractor agrees to require the same covenant of and be liable for any breach of it by its subcontractors. Contractor agrees to reimburse Company on demand for all such local, state or federal taxes or governmental charges which Company may be required or deem it necessary to pay on account of employees of Contractor or its subcontractors, or Company may deduct such payments from any sums which may be or become due to Contractor from Company; Contractor agrees to furnish Company with timely, sufficient and accurate information to make such reports and to pay such taxes and governmental charges if requested by Company.

VII. LABOR AND MATERIAL Contractor shall pay all claims for labor and material related to the Work and shall not permit any liens of any kind to be fixed against the property of Company or the property of others arising out of claims of Contractor, its employees, mechanics, materialmen, or subContractors; and upon the completion of the Work, Contractor shall furnish Company with

evidence satisfactory to Company of the payment of all such claims. Contractor shall indemnify and hold harmless Company from and against all such claims or liens; and Contractor agrees, that, without waiver of any other rights or remedies available to Company, any sums due to Contractor from Company may be withheld and applied by Company toward the discharge or payment of any such claims or liens.

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

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

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

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

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

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

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

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

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

**XIII. INSURANCE** A. Contractor, at its own expense, shall provide and maintain in force with insurance companies acceptable to Company the kinds of insurance and minimum amounts of coverage set forth in paragraph B, below, to cover all loss and liability for damages on account of bodily injury, including death, and damage to or destruction of property caused by or arising from any and all activities carried on or any and all Work performed under any Agreement. Contractor shall cause its

insurer to name Certificate Holder as an additional insured on its Auto, General and Excess Liability insurance policies and on other liability insurance required herein and grant Certificate Holder a waiver of subrogation on all its applicable Workers' Compensation, Employers Liability, Jones Act and other similar insurance policies. "Certificate Holder" shall have the meaning provided in the Certificate Holder Definition in Exhibit IV. If Contractor fails or refuses to carry out any of the provisions of this Article XIII, Company shall, in addition to any right to recover damages or obtain other relief, have the right to suspend Contractor's authorization to proceed with Work or terminate this Contract.

B.1) WORKERS' COMPENSATION (Including Occupational Disease) and EMPLOYER'S LIABILITY INSURANCE. Contractor's Workers' Compensation and Employer's Liability coverages including Maritime Employer's Liability shall apply to all employees, including borrowed servants, in accordance with the benefits afforded by the statutory Worker's Compensation Acts, USL & H and Maritime Acts applicable to the State, Territory or District of hire, supervision or place of accident, including U.S. and Outer Continental Shelf waters, as applicable including Death on the High Seas, Jones Act (where applicable) and Louisiana Statutory Employers Act shall cover ALL Contractor's personnel performing work under this agreement. A waiver of subrogation to Certificate Holder is required. Policy limits shall not be less than:

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

2) COMMERCIAL GENERAL LIABILITY INSURANCE, as primary policy over all others, covering premises, operations, products and completed operations, independent contractors, and blanket contractual liability. The policy shall cover all liabilities arising out of explosion, collapse and underground ("XCU") hazards. The policy shall be endorsed to provide broad-form property damage, including completed operations, coverage. There shall be no exclusion for diving operations. An "additional insured" endorsement naming Certificate Holder is required. Policy limits shall not be less than:

Bodily Injury: \$500,000 per occurrence, \$1 million aggregate.  
Property Damage: \$500,000 per occurrence, \$1 million aggregate.  
OR Combined Single Limit (CSL) of \$1 million per occurrence, \$2 million aggregate.

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

Bodily Injury: \$500,000 per person, \$500,000 per occurrence/accident.  
Property Damage: \$500,000 per occurrence.  
OR Combined Single Limit of \$1 million per occurrence.

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

5 Million

5) Additional insurance and surety limits:

- a)  NONE REQUIRED.
- b)  ALL-RISK BUILDER'S RISK POLICY with limits of \$\_\_\_\_\_, Minimum Deductible \$\_\_\_\_\_.
- c)  CONTRACTOR'S EQUIPMENT FLOATER POLICY
- d)  OWNER/CONTRACTOR'S PROTECTIVE LIABILITY POLICY with minimum limits of \$500,000 CSL.
- e)  CRANE COVERAGE -- LIFTER'S LIABILITY POLICY with limits of \$500,000 CSL.
- f)  PROFESSIONAL LIABILITY INSURANCE covering acts, errors, omissions, malpractice, as applicable, potentially arising from or pertaining to any Work to be performed by Contractor, its employees, agents or subcontractors; policy limits shall not be less than \$1 million per occurrence/claim; OR in lieu of such insurance, Contractor may furnish an irrevocable letter of credit in form and amount and with an issuer satisfactory to Company.
- g)  PERFORMANCE AND MAINTENANCE BOND. Upon execution of this Contract and prior to commencing performance hereunder, Contractor shall execute, with a surety Company satisfactory to Company, a Surety Bond to guarantee completion of the Work within the time provided, the payment of all claims and the fulfillment of all obligations arising, either directly or indirectly, under any Agreement, including but not limited to the defense of all litigation incidental to any Agreement to which Certificate Holder is made a party. The surety limits shall be not less than one hundred percent (100%) of the total estimated contract

price or as agreed to by Company. In lieu of such surety bond, Contractor may cause to be issued an irrevocable letter of credit payable to the order of Company in such amount, in a form and with an issuer acceptable to Company; or, if acceptable to Company, Contractor may use a combination of surety bond, letter of credit, or corporate or personal guaranty.

- h)  HULL AND MACHINERY INSURANCE including Excess Collision Liability, as primary over all others. Coverage shall be maintained on all watercraft utilized in the performance of services being provided by the contractor. Such insurance shall include coverage for collision liability and, if applicable to operations being performed, towers liability. There shall be no exclusion for diving operations to the extent such work is required to be or is being performed. The policy shall have navigation limits which cover the area of operation and navigation of any owned or non-owned watercraft utilized in the performance of services being provided by the Contractor. Coverage shall have minimum limits of \$5,000,000. or the actual value of the vessel whichever is greater.
- i)  PROTECTION AND INDEMNITY INSURANCE, as primary over all others, or equivalent comprehensive general liability insurance with watercraft exclusion deleted. Coverage shall be maintained on all watercraft utilized in the performance of services being provided by the contractor or subcontractor. Such insurance shall include coverage for collision liabilities and, if applicable to operations being performed, towers liabilities, in excess of amounts insured under h) above. There shall be no exclusion for diving operations to the extent such work is required to be or is being performed. The policy shall have navigation limits which cover the area of operation and navigation of any owned or non-owned watercraft utilized in the performance of services being provided by the Contractor. Policy limits shall not be less than \$1,000,000 or \$\_\_\_\_\_ (whichever is the higher).
- j)  POLLUTION LIABILITY

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

Worker's Compensation policy:

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

Primary General, Auto and Excess Liability Policies:

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

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

- 1) The kinds and amounts of insurance required above.
- 2) The insurance Company or companies carrying the required coverages.
- 3) The policy number and the effective and expiration dates of each policy.
- 4) That Certificate Holder will be given thirty (30)-day prior written notice of any material change in or termination of any policy.
- 5) That a waiver of subrogation under Contractor's Worker's Compensation policy has been issued to Certificate Holder.
- 6) That Certificate Holder has been named as an "Additional Insured" on Contractor's primary Auto & General Liability policies and Excess/Umbrella policies.
- 7) A Certificate Holder notation reading as shown in the Form of Certificate Holder Notation in Exhibit IV.

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

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

G. It is understood and agreed by Contractor and Company that the coverages granted to the Certificate Holder "additional insured" in Contractor's policies of insurance as required in this Contract are to apply on a primary basis over all other valid and collectible insurance owned by and or available to the "additional insured." It is further understood and agreed by Contractor and Company that such coverages provided by Contractor to the "additional insured" are applicable to liability associated with the

operations, products, completed operations, premises, equipment and or vehicles contemplated by this Contract. Contractor shall be solely responsible for any deductible or self-insured retention associated with the coverages granted to the additional insured.

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

In no event shall Contractor or Company be liable to the other for any loss of income or anticipated profits or loss of use of equipment or facilities caused by or arising from the performance of Work under this Contract; provided, however, this limitation shall not apply to the extent that such damage is in any manner covered by and/or insured by a) Contractor's or any subContractor's policies of insurance, bonds or letters of credit required to be provided, carried and maintained pursuant to this Agreement or otherwise or b) policies of insurance naming Company or Contractor as certificate holder, named insured or additional insured, ; and, provided, further, if Company pays or owes to any person or entity that is not an affiliate of Contractor any costs, expenses or damages (including, without limitation, indirect, special, consequential, incidental, exemplary, punitive actual, direct and other damages) in settlement or satisfaction of any Claim and such costs expenses or damages are covered by any Contractor indemnity to Company under this Agreement, then Company may recover such costs, expenses or damages from Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

**XXIV. NOTICES** All notices to be given with respect to this Contract and any Agreement shall be given to Company and to Contractor, respectively, at the address first above written and shall be in writing, postage or delivery charges prepaid. All notices shall be effective upon actual receipt or refusal of delivery by the party to whom given. All sums due to Contractor under any Agreement shall be payable at 1100 Louisiana, Houston, Harris County, Texas 77002.

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

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

**XXVII. DISPUTES** If Company and Contractor have a dispute under any Agreement, they both undertake to explore, in good faith, resolution of the dispute through negotiation, mediation or similar alternative dispute resolution techniques prior to filing litigation. If any litigation or other formal proceeding must be filed by either party to preserve its rights under a statute of limitations or other legal deadline during the pendency of any alternative dispute resolution technique, the party filing such action will not require the other party to answer (if such delay is permitted by applicable rules) and will do all that is otherwise necessary to stay the action until the pending alternative resolution technique is terminated. If either party believes the dispute is not suitable for such alternative

dispute resolution techniques, or if such techniques do not produce results satisfactory to the parties, either party may proceed with litigation. If the parties are unable to resolve any dispute by the alternative dispute resolution techniques described above and either party proceeds with litigation, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and necessary disbursements in addition to any relief that a court may grant.

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

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

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

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

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

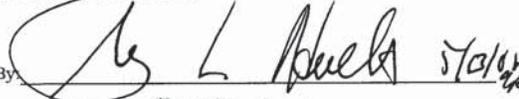
**XXXI. CONSTRUCTION** The titles to the articles of this Contract are for the convenience of the parties, only; they are not a part of the Contract and shall have no effect in the construction or interpretation of it. In the event of a dispute over the meaning or application of any Agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either party.

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

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

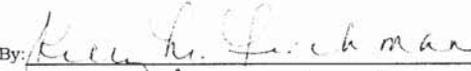
In the event of any conflict between the foregoing terms of this Contract and the Exhibits, the foregoing terms shall prevail.

**EPCO HOLDINGS, INC.,**

By: 

Title: Terry Hurlburt  
SrVP Operations

**T & T MARINE SALVAGE, INC.,**  
**CONTRACTOR**

By: 

Title: Vice President

**EXHIBIT I**  
**SCOPE OF WORK**

Contractor's Work will be :

**SERVICES INCLUDING BUT NOT LIMITED TO; OIL SPILL RESPONSE, PROVIDE VACUUM TRUCK SERVICES, DOCK INSPECTION, DOCK MAINTENANCE ON MOORING HOOKS, PROVIDE PUMPS FOR DRAIN UPS, AND ROOF CLEANING ON TANKS.**

**EXHIBIT II  
PRICE AND INVOICING**

DO BE DETERMINED AT THE TIME THE ORDER IS PLACED.

## EXHIBIT III

EPCO HOLDINGS, INC.  
POLICY**ILLEGAL AND UNAUTHORIZED ITEMS AT  
OPERATIONAL FACILITIES AND IN OPERATIONAL VEHICLES**

Company is committed to providing a safe working environment for its employees, visitors, and contract personnel. THE POSSESSION, USE, SALE, TRANSFER, RECEIPT OR PRESENCE AND BEING UNDER THE INFLUENCE OF DANGEROUS DRUGS OR CONTROLLED SUBSTANCES (EXCEPT AS LAWFULLY PRESCRIBED FOR THE PERSON IN POSSESSION), DRUG PARAPHERNALIA OR ALCOHOLIC BEVERAGES ARE FORBIDDEN AT, UPON OR WITHIN COMPANY OPERATIONAL FACILITIES AND OPERATIONAL VEHICLES.

Operational facilities include the entire premises of all terminals, processing plants, loading racks, pipelines, storage, warehouses, garages, shops, field worksites and retail locations. Operational vehicles include all vehicles (tractors, trailers, transports and pickups) bearing an external company name, logo, trade name, trademark or placard. Dangerous drugs include all drugs and devices, which are prohibited by Federal or State law from being dispensed without a prescription. Controlled substances include cocaine, marijuana, narcotics and all other drugs and materials which are controlled under Federal or State law. Drug paraphernalia includes roach clips, gram scales and any other property or material, which Company deems is intended or has been adapted or modified for drug use. Alcoholic beverages include liquor, beer and wine, except liquor, beer and wine stored in passenger vehicles. "Under the influence" means having detectable levels of dangerous drugs, controlled substances or alcohol in the breath, blood or urine.

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

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

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

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

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

Company requires that all prescriptions and over-the-counter medications at Company operational facilities and Company operational vehicles be in original containers with prescriptions showing the name and doctor of the person in possession. As an employee, you have a responsibility to determine whether or not the use of a legal prescription may present a safety risk at work. You should ensure that your physician is aware of the nature of your job. Employees who feel, or who have been informed, that the use of a legal prescription or over-the-counter medicine may affect the employee's job performance, or may affect the safety of co-workers, members of the public or the employee, must report such drug use to the Safety Department so the Company can evaluate whether the employee may continue to work. The use or being under the influence of any legally prescribed drug or over-the-counter medicine is prohibited to the extent that such use or influence may affect the safety of co-workers or members of the public, the employee's job performance or the safe or efficient operation of the Company's facilities or vehicles.

## EXHIBIT IV

## INSURANCE

1. Certificate Holder Definition

"Certificate Holder" shall mean EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC. and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any equipment or facility operated by them.

2. Form of Additional Insured Endorsement

It is agreed that such insurance as is afforded by the policy shall apply to EPCO Holdings, Inc., Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC. and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, to whom the named insured is obligated by contract to provide such insurance, but only to the extent of coverage required by such contracts as respects operations performed in connection with the insured and only if such contract was agreed to in writing or orally by the named insured or his/its representatives prior to the occurrence of any loss under such contract.

3. Form of Certificate Holder Notation

EPCO Holdings, Inc. Enterprise Products Partners L.P., Enterprise Products Operating L.P., EPCO, Inc., Texas Eastern Products Pipeline Company, LLC. and each of their parent, subsidiary and affiliated companies, partners and joint venturers, and each owner or joint owner of any facility operated by one or more of them, as their interests may appear, arising from the work to be performed under oral or written contract.

P. O. Box 4324  
Houston, Texas 77210  
Attention: Corporate Risk

4. Additional Terms for Work to be Performed in Louisiana

In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special or statutory employees) are covered by Louisiana Worker's Compensation Act, LSA-R.S. 23:1021 *et seq.*, Company and Contractor agree that all Work performed by Contractor and its employees pursuant to any Agreement is an integral part of and essential to the ability of Company/Certificate Holder to generate Company/Certificate Holder's goods, products and services, for purposes of LSA-R.S. 23:1061(A)(1). Furthermore, Company and Contractor agree that Company/Certificate Holder is the principal or statutory employer of Contractor's employees; provided, however, this provision is included for the sole purpose of establishing a statutory employer relationship to obtain the benefits of LSA-R.S. 23:11031(C-E) and 23:1061(A) and is not intended to create an employer/employee relationship for any other purpose. Irrespective of Company/Certificate Holder's status as the statutory employer or special employer [as defined in LSA-R.S. 23:1031(C)] of Contractor's employees, Contractor shall remain primarily responsible for the payment of Louisiana worker's compensation benefits to its employees and shall not be entitled to seek contribution for any such payments from Company/Certificate Holder.

Contractor agrees that its worker's compensation insurance and employer's liability insurance policies shall be endorsed to designate Certificate Holder as an alternate employer and as a principal and statutory employer or borrowing employer.

#8404 v5 - Form Service Exhibit I Insurance (EPOLP Rev 02/00)

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

**A. Reports**

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

**B. Confidentiality**

1. Contractor shall take all reasonable steps to safeguard Confidential Information against unauthorized disclosure and assure that the confidentiality provisions of this Contract are not violated.

2. If Contractor wishes to use third-party services requiring disclosure of Confidential Information to that third party, Recipient will notify Company, requesting that an appropriate confidentiality agreement be executed by Company with such third party. Company will advise Contractor in writing when it has concluded such a confidentiality agreement and authorize disclosure of Confidential Information by Contractor to such third party; provided, however, Company shall be under no obligation to enter into a confidentiality agreement with any third party referred to it by Contractor.