



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.



**Rocky Mountain Crude Zone
Spill Response Plan**



**Rocky Mountain Crude Zone
Spill Response Plan**



**Rocky Mountain Crude Zone
Spill Response Plan**



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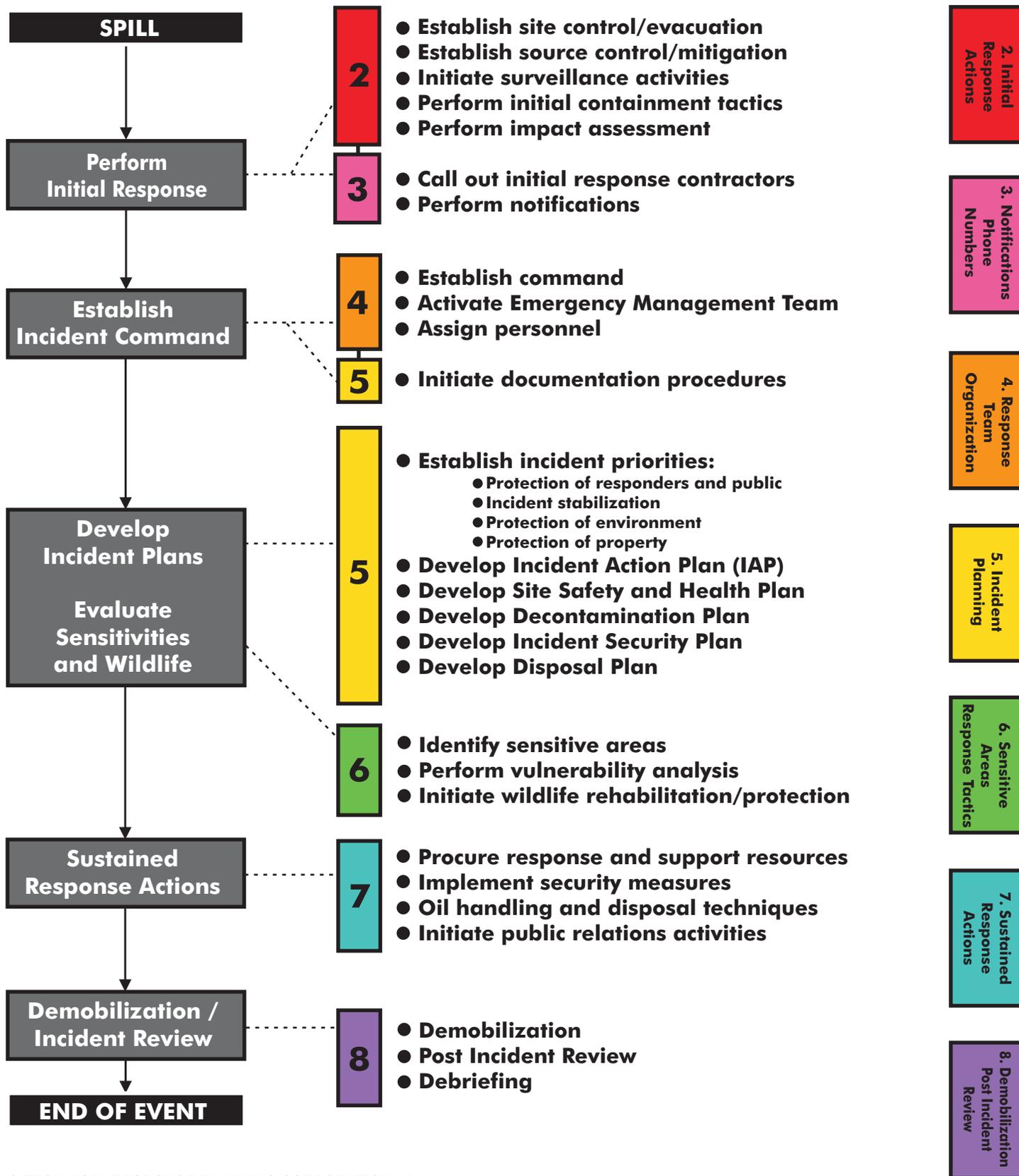


Rocky Mountain Crude Zone, WY
Spill Response Plan
1551 Three Crowns Dr., Suite 200
Casper, WY 82604

Developed by:



Response Procedures Flow Chart



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RECORD OF CHANGES

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SECTION 1

Last revised: August 1, 2013

INTRODUCTION

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Eric Heap, Evanston District Manager	P.O. Box 1630 Evanston, WY 82930	1		0	
Scott Smith, Casper District Manager	155 N. Salt Creek Hwy. Casper, WY 82601	1		0	
Carl Oskins, Consultant - H2O OSRO	P.O. Box 2638 Ranchos de Taos, NM 87557	0		1	
Dwayne Rust, Operations Supervisor - Evanston	39 Allegiance Cr. Evanston, WY 82931	1		0	

Drew Engstrom, Operations Supervisor - Rawlins, Wamsutter	2401 East Daley St. Rawlins, WY 82301	1	PHMSA 0001253850		
Charlie Ferree, Operations Supervisor - Thermopolis	P.O. Box 1111 Thermopolis, WY 82443	1		0	
Pipeline Control (Billy Welch)	3705 E. Hwy. 158 Midland, TX 79706	1		0	
David Lindgren, Right of Way - Supervisor	333 Clay St. Suite 1600 Houston, TX 77002	0		1	

FIGURE 1-1 - DISTRIBUTION LIST

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	TX 77002		PHMSA 000125386		
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U.S. Environmental Protection Agency, Region VIII, Attn: Martha Wolf	800-EISC, 1595 Wynkoop St. Denver, CO 80202-1129	0		1	
U.S. Coast Guard - 11th District, Attn: Captain Gerald Swanson	U.S. Coast Guard 11th Dist.Coast Guard Island Building 50 Alameda, CA 94510	0		1	
Plains Pipeline, L.P. RMD Environmental Office, Attn: Darcy Maldonado	1575 S. HWY. 150, Suite E Evanston, WY 83931	1		0	
Colorado Dept. of Health - Water Quality, Attn: Tom Schaffer	4300 Cherry Creek Dr. S. Denver, CO 80246-1530	0		1	
Wyoming Dept. of Environmental - Water Quality Division, Attn: John	122 W. 25th St. Hershler Bldg, 4th Floor West Cheyenne,	0		1	

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Montana Board of Oil & Gas Conservation, Attn: Tom Richmond	P.O. Box 201601 Helena, MT 59620	0		1	
Cheyenne Fire & Rescue, Attn: Scott Alvord	2101 O'Neil Ave. Cheyenn, WY 82001	0		1	
Utah State Dept. of Health, Division of Environmental Health, Bureau of Water Pollution Control, Attn: Walt Baker	P.O. Box 144870 Salt Lake City, UT 84114-4870	0		1	
Casper Fire Dept., Attn: Mark Harshman	200 N. David St. Casper, WY 82601	0		1	

Utah State Dept. of Health, Division of Environmental Response & Remediation, Attn: Brad Johnson	168 N. 1950 W. Bldg. 2 First Floor Box 144840 Salt Lake City, UT 84114-4840	0	PHMSA 0001253881		
Medicine Bow Fire Dept., Attn: Martin Mayfield	515 Sage St. Medicine Bow, WY 82329	0		1	
Natrona County Sheriff Office, Attn: Lt. S. Anderson	201 N. David St. Casper, WY 82601	0		1	
Wheatland Volunteer Fire Dept., Attn: Jeff Kestie	605 10th St. Wheatland, WY 82291	0		1	

FIGURE 1-1 - DISTRIBUTION LIST

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Uinta County Sheriff Office, Attn: Tracy Chandler	77 County Rd. 109 Evanston, WY 82930	0		1	
Michael Jones,	333 Clay St., Suite 1600	0		1	

Senior Attorney	Houston, TX 77002		PHMSA	000125389	
Carbon County Sheriff Dept., Attn: Jerry Colson	P.O. Box 190 Rawlins, WY 82301	0		1	
Hot Springs County Sheriff Office, Attn: Bill Gordon	417 Arapahoe Thermopolis, WY 82443	0		1	
Thermopolis Fire Dept. - Haz Mat Team, Attn: A.J. Helm	417 Arapahoe Thermopolis, WY 82443	0		1	
U.S. Fish & Wildlife - Colorado, Attn: Roger Gephart	9297 S. Wadsworth Blvd. Littleton, CO 80128-5599	0		1	
U.S. Fish & Wildlife - Wyoming & Montana, Attn: George Domenici	P.O. Box 113 Casper, WY 82602-0113	0		1	
Dayton Kirkham III, Operations - Sr. Logistics Coordinator	1004 S. Sante Fe Fountain, CO 80817	1		0	

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Brian Law			PHMSA 000125390		
Salt Lake City Fire Dept., Attn: Chuck Querry	P.O. Box 5520 Salt Lake City, UT 84114	0		1	
Mark Jorhing, Operations - Sr. Operator	3225 Eglin Rapid City, SD 57703	1		0	
Paul Rowen, Operations - Sr. Operator	3225 Eglin St. Rapid City, SD 57703	1		0	
David Irsik, Operations - Project Coordinator	8160 Krameria St. DuPont, CO 80024-0116	1		0	
U.S. Fish & Wildlife - Utah, Attn: John Neal	2155 West. Forrest. St. Brigham City, UT 84302	0		1	
U.S. Coast Guard - 14th District, Facilities Container Branch	,				
Gregg Werger, Mgr. P/L Commercial OPS	1551 Three Crowns Dr. Casper, WY 82604			1	

FIGURE 1-2 - INFORMATION SUMMARY

Owner:	Plains Pipeline, L.P. 333 Clay St. Suite 1600 Houston, TX 77002 (713) 646-4100 or (866) 800-7677 (24-Hr. Operations Control Center)
Operator:	Plains Pipeline, L.P. 333 Clay St. Suite 1600

	Houston, TX 77002 PHMSA 000125391 (713) 646-4100 or (866) 800-7677 (24-Hr. Operations Control Center)	
Zone Name:	Rocky Mountain Crude Zone	
Zone Mailing Address:	1551 Three Crowns Dr., Suite 200 Casper, WY 82604	
Zone Telephone/Fax:	(307) 472-9900 / (307) 472-9919	
Qualified Individuals:		
		Work
	Drew Engstrom Operations Supervisor, Rawlins (307) 324-6631 (Office) (b) (6) (b) (6)	2401 East Daley St. Rawlins, WY 82301
	Charlie Ferree Operations Supervisor, Thermopolis Planning Section (307) 864-5593 (Office) (b) (6) (b) (6)	P.O. Box 1111 Thermopolis, WY 82443
	Jamison Fox OPS Supervisor - Sidney, MT Office (406) 433-6320 (Office) (b) (6)	1260 E. Main Sidney, MT 59270
	Eric Heap District Mgr. Evanston Operations Section (307) 789-2325 or -2322 (Office) (b) (6)	P.O. Box 1630 Evanston, WY 82930
	Dan Holli Environmental Specialist - Belfield Office (701) 575-4349, (701) 575-4254 Ext. 34 (Office) (b) (6)	303 6th Ave. NE Belfield, ND 58622
David Jenkins Operations Supervisor, Ft. Laramie (307) 837-2121 (Office) (b) (6)	4599 US 26-E2 Ft. Laramie, WY 82212	

FIGURE 1-2 - INFORMATION SUMMARY

Qualified Individuals:		Work
	Tyler Keller Operations Supervisor, - Casper	

	PHMSA 000125392	15392 N. Salt Creek Hwy. Casper, WY 82601
	(307) 268-4524 (Office) (b) (6)	
	Brad Leone PAA Communications Manager - Corporate Support Public Information Officer (713) 646-4196 (Office) (b) (6)	333 Clay Street Houston, TX 77002
	Kim Marsh OPS Supervisor - Belfield Office (701) 575-4349, (701) 575-4254 Ext. 13 (Office) (b) (6)	303 6th Ave. NE Belfield, ND 58622
	Tom McCormick Environmental & Regulatory Director - Corporate Support Emergency Response Coord.; Deputy Incident Commander, Planning Section, Safety Officer (307) 783-8336 (Office) (b) (6)	1575 Hwy 150 South, Suite E Evanston, WY 82930
	Justin Nicholson Terminal Supervisor, Dupont (303) 286-6400 Ext 29 (Office) (b) (6)	8160 Krameria Dupont, CO 80024
	James Papstein District Mgr., PPS Deputy Incident Commander (303) 286-6400, ext. 22 (Office) (b) (6)	8160 Krameria St. DuPont, CO 80024-0116
Billy Rollins Asst. Division Manager Operations Section Chief (307) 472-9910 (Office) (b) (6)	1551 Three Crowns Suite 200 Casper, WY 82604	
Rocky Mountain Crude Zone		Page 1 - 10

FIGURE 1-2 - INFORMATION SUMMARY

Qualified Individuals:		Work
	Dwayne Rust	

	Operations Supervisor - Evanston (307) 789-2325 (Office) (b) (6)	PHMSA 000125393 39 Allegiance Cr. Evanston, WY 82212
	Todd Schulte Safety Manager - Corporate Support Safety Officer (307) 472-9913 (Office) (b) (6)	1551 Three Crowns, Suite 200 Casper, WY 82601
	Howard Sellenrick Pipeline Supervisor, PPS (307) 634-3357, (307) 634-4202 (Office) (b) (6)	1112 Parsley Blvd. Cheyenne, WY 82007
	Allen Shafer Div. Manager - Corporate Support Incident Commander (IC), Public Information Officer (307) 472-9902 (Office) (b) (6)	1551 Three Crowns, Suite 200 Casper, WY 82604
	Ed Shypkoski District Mgr. Belfield - Belfield Office (701) 575-4349, (701) 575-4254 Ext. 19 (Office) (b) (6)	303 6th Ave. NE Belfield, ND 58622
	Scott Smith District Mgr. Casper Operations Section, Logistics Section (307) 268-4535 (Office) (b) (6)	155 N. Salt Creek Hwy. Casper, WY 82601
	Alex Wolf Division Safety Manager (307) 472-5024 (Office) (b) (6)	155 N. Salt Creek Hwy. Casper, WY 82601

FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

Line Sections/ Products	SECTION		TOTAL	COUNTIES	
----------------------------	---------	--	-------	----------	--

Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)	PRODUCTS	SEGMENT MILEAGE	/ PARISH	STATE	
	Frontier-Anschutz (Frontier / AREPI system)	Crude Oil	0.94	Uinta, Summit	WY, UT
	AREPI (Frontier / AREPI system) Purged	Crude Oil	40.79	Summit	UT
	(24A-001) Salt Creek-Casper (Salt Creek system)	Crude Oil	41.26	Natrona	WY
	(24A-002) Reno - Salt Creek (Salt Creek system)	Crude Oil	32.34	Johnson, Natrona	WY
	(24A-009) Casper - Ft. Laramie (Casper system)	Crude Oil	115.28	Natrona, Converse, Platte, Goshen	WY
	(24A-008) Casper - Larco (Casper system)	Crude Oil	7.47	Natrona	WY
	(26A-001) Beartooth (Big Horn system)	Crude Oil	75.73	Yellowstone, Carbon, Park	MT, MT, WY
	(26A-005) Elk Basin - Kirby (Big Horn system)	Crude Oil	106.27	Park, Hot Springs, Natrona	WY
	(26A-006/7/13) Kirby - Casper (Big Horn system)	Crude Oil	128.32	Natrona	WY
	(33A-002) Casper - Anschutz (Frontier Pipeline system)	Crude Oil	293.12	Natrona, Fremont	WY
	(34A-001) Med Bow - Ft. Laramie (Salt Lake City Gathering system)	Crude Oil	96.42	Goshen, Platte, Albany	WY
	(34A-002/3) Wamsutter - Med Bow (Salt Lake City Gathering system)	Crude Oil	96.87	Carbon, Sweetwater	WY
	(34A-004/5) Wamsutter - Rock Springs (Salt Lake City Gathering system)	Crude Oil	62.65	Sweetwater	WY
	(34A-006) Rock Springs - Granger (Salt Lake City Gathering system)	Crude Oil	43.36	Sweetwater	WY

	(34A-007/8) Granger - Divide Junction (Salt Lake City Gathering system)	Crude Oil	55.43	Sweetwater, Uinta	WY
	(34A-009) Divide Junction - Wahsatch Junction (Salt Lake City Gathering system)	Crude Oil	13.71	Uinta, Summit, Rich, Morgan, Weber	WY, UT, UT, UT, UT
	Uinta Junction - Pages Junction (Purged) (Salt Lake City Gathering system)	Crude Oil	15.90	Weber, Davis	UT
	Pages Junction - South Junction (Purged) (Salt Lake City Gathering system)	Crude Oil	3.13	Davis	UT
	South Junction - NSL Junction (Purged)(Salt Lake City Gathering system)	Crude Oil	2.39	Davis	UT

FIGURE 1-2 - INFORMATION SUMMARY, CONTINUED

Line Sections/ Products Handled: (Refer to Product Characteristic and Hazards, FIGURE C.6-1)	SECTION	PRODUCTS	TOTAL SEGMENT MILEAGE	COUNTIES / PARISH	STATE
	Aspen Station - North Salt Lake Junction (Salt Lake City Gathering system)	Crude Oil	94.61	Uinta, Summit, Morgan, Rich, Weber, Davis	WY, UT, UT, UT, UT, UT
	(34A-014) Iles - Wamsutter (Salt Lake City Gathering system)	Crude Oil	110.06	Carbon, Moffat, Rio Blanco	WY, CO, CO
	(34A-015) Wamsutter - Baggs (Salt Lake City Gathering system)	Crude Oil	98	Sweetwater, Carbon, Moffat,	WY, WY, CO
	Wahsatch Junction - Uinta Junction (Purged) (Salt Lake City Gathering system)	Crude Oil	53.45	Uinta, Summit, Rich, Morgan, Weber	WY, UT, UT, UT, UT

Baggs - Ranglely (Purged) (Salt Lake City Gathering system)	PHMSA 000125396 Crude Oil	44	Sweetwater, Carbon, Moffat	WY, WY, CO
----------------------------------------------------------------------	------------------------------	----	----------------------------------	------------------

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 1-2 - INFORMATION SUMMARY, CONTINUED

Description of Zone:	The pipeline carries refined oil (including Crude Oil) in the areas shown in FIGURE 1-3 and FIGURE 1-4 .
Response Zone Consists of the Following Counties:	CO. - Moffat, Rio Blanco. MT. - Carbon, Yellowstone. UT. - Davis, Morgan, Rich, Summit, Weber. WY. - Albany, Big Horn, Carbon, Converse, Fremont, Goshen, Hot Springs, Johnson, Laramie, Lincoln, Natrona, Park, Platte, Sublett, Sweetwater, Uinta.
Alignment Maps (Piping, Plan Profiles):	Maintained at: Plains Pipelines Houston, Texas Corporate office
Worst Case Discharge:	(b) (7)(F), (b) (3)
Spill Detection and Mitigation Procedures:	Refer to SECTION 2 and APPENDIX C .
Statement of Significant and Substantial Harm:	Facilities that present potential "significant and substantial harm" to the environment in the event of spills are defined by 49 Code of Federal Regulations (CFR) Part 194 as those which: Have a diameter of greater than 6 5/8 inches outside nominal diameter. Are greater than 10 miles in length. Have a release greater than 1000 barrels (bbls) within the previous 5 years. Contain electric resistance welded pipe manufactured before 1970 that is operated at a street level greater than 50 percent of the line's specified minimum yield strength. Are located within a 5-mile radius of a potentially affected drinking water intake. Are located within a 1-mile radius of a potentially affected environmentally sensitive area. The PLAINS system is determined to pose a risk of significant and substantial harm because of the diameter, length, and proximity to drinking water supplies and environmentally sensitive areas.
PHMSA #:	1694
Date Prepared:	

PHMSA 000135997

FIGURE 1-3 - Rocky Mountain Crude Zone OVERVIEW MAP

[Click here to view - Rocky Mountain Division Pipelines & Gathering Systems](#)

FIGURE 1-4 - PIPELINE SYSTEM OVERVIEW MAP

[Click here to view - Station Diagrams 2.18.13](#)

1.1 PURPOSE / SCOPE OF PLAN

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

This Plan is intended to satisfy the requirements of the Oil Pollution Act of 1990 (OPA 90), and has been prepared in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plans (ACP), EPA Region VIII Regional Contingency Plan. Specifically, this Plan is intended to satisfy:

- Pipeline and Hazardous Materials Safety Administration (PHMSA), U.S. Department of Transportation requirements for an OPA 90 plan (49 CFR 194)
- Colorado Statutes, Title 25, Colorado Water Quality Act, Part 6, Section 25-8-601; Colorado Code of Regulations, Title 6, Section 263.30; and Colorado Code of Regulations, Title 5, Chapter 1001, Article II(E); Montana Hazardous Waste Management Regulations, Montana Administrative Code, Title 16, Chapter 44, Section 16-44-511; Utah Water Pollution Control Act, Sections 26-11-15 and 16; Wyoming Department of Environmental Quality Rules, Water Quality Division, Chapter 4, Section 4

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, revisions will be submitted to PHMSA provided the changes to the current plan are needed, or a letter stating that the plan is still current. Company internal policy states that the Plan will be reviewed at least annually and modified as appropriate. 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 AND SUBMISSIONS	DOT
Relocation or replacement of the transportation system in a way that substantially	

affects the information included in the Plan, such as a change to the Worst Case Discharge volume.	x
A change in the type of oil handled, stored, or transferred that materially alters the required response resources.	x
A change in key personnel (Qualified Individuals).	x
A change in the name of the Oil Spill Removal Organization (OSRO).	x
Any other changes that materially affect the implementation of the Plan.	x
A change in the NCP or ACP that has significant impact on the equipment appropriate for response activities.	x

HSE Department will coordinate with Terminal Management to support the plan review and update procedures.

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

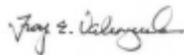
1.3 CERTIFICATION OF ADEQUATE RESOURCES

CERTIFICATION

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

Plains Pipeline, L.P.

The Plains Pipeline, L.P., hereby certify to the Pipeline and Hazardous Materials Safety Administration of the Department of Transportation that they have obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or a substantial threat of such a discharge.



Troy E. Valenzuela
VP EH&S

1.4 AGENCY SUBMITTAL / APPROVAL LETTERS

[Click here to view PHMSA Submittal](#)
08/26/2010

Click here to view PHMSA Sumbittal
08/01/2013

SECTION 2

Last Revised: May 2008

INITIAL RESPONSE ACTIONS

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2.1 Incident Ranking**2.2 Spill Response**Figure 2.2-1 - Spill Response Action Checklist**2.2.1 Spill Detection and Mitigation Procedures**Figure 2.2-2 - Spill Mitigation Procedures**2.2.2 Spill Surveillance Guidelines**Figure 2.2-3 - Spill Surveillance Checklist**2.2.3 Spill Volume Estimating**Figure 2.2-4 - Spill Estimation Factors2.2.4 Estimating Spill Trajectories**2.2.5 Initial Containment Actions**2.2.6 Safety Considerations**2.3 Evacuation****2.4 Tornado****2.5 Flood****2.6 Medical****2.7 Bomb Threat****2.8 Fire and/or Explosion****2.9 Vapor Cloud****2.10 Non-Operational Risks and Other Considerations****2.11 Fire Pre Plans**

2.1 INCIDENT RANKING

When an incident occurs, it will be ranked from both an operational and a communications perspective. The rankings will be completed by Corporate Operations team (generally either the VP of Operations, the Director of West Coast Operations or the Director of East Coast Operations) and the Corporate Communications team (generally either the Manager of Communications or the Director of Investor Relations); the following table is provided for reference.

Level	Field Incident Ranking	Communications Ranking
0	Minor incident; no/possible agency reporting; no emergency response personnel; limited impact to operations.	No expectations of media coverage.
1	Moderate incident w/ quick resolution; agency reporting required; possible injuries; emergency personnel called.	Possible media interest; media statement prepared/held/used if needed; no interviews expected.
2	Major incident with immediate action required but quick resolution; agency reporting required; first responders needed; travel teams on standby/ deployed as needed.	Media interest expected due to size/ location of incident, potential injuries; media statement prepared/distributed, media expected on site, extended comms team on standby.
3	Major incident with immediate action required, first responders needed; possible casualties; multi-day response expected; outside agency involvement expected; travel teams deployed.	Media scrutiny expected due to size/location of incident, injuries; extended comms team needed; ongoing communications required.

2.2 SPILL RESPONSE

FIGURE 2.2-1 - SPILL RESPONSE ACTION CHECKLIST

RESPONSE ACTION	
First Person to Discover Spill	
Immediately notify the Operations Control Center and local Supervisor.	<input type="checkbox"/>
Immediately shut down facility operations (if applicable). (b) (3), (b) (7)(F)	<input type="checkbox"/>
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.	<input type="checkbox"/>
If safe to do so, direct facility responders to shut down potential ignition sources in the vicinity of the spill, including motors, electrical pumps, electrical power, flares, etc. Keep drivers away from truck rack if spill occurs there.	<input type="checkbox"/>
If safe to do so, direct facility 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) and air quality for breathing are within safe levels before	<input type="checkbox"/>

sending personnel into the spill area.	PHMSA 000125402	
Immediately notify District Operations Manager. Take appropriate action to protect life and ensure safety of personnel. Contact the appropriate local emergency responders or request the office to do so.		<input type="checkbox"/>
Assign initial role of Incident Commander (IC) and Safety Officer (SO). If only one person on scene, IC and SO will be one in the same person.		<input type="checkbox"/>
If safe to do so, direct facility responders to stabilize and contain the situation. This may include construction of minor earthen berms and/or deployment of sorbent boom and pads.		<input type="checkbox"/>
Contact the Division E&R/C Director or designee who will make agency notifications such as NRC either electronically or by calling 1-800-424-8802.		<input type="checkbox"/>
District Operations Manager		
Assume role of Incident Commander until relieved by upper Management (if applicable).		<input type="checkbox"/>
Evacuate nonessential personnel, notify emergency response agencies to provide security, and evacuate surrounding area (if necessary). Conduct preliminary assessment of health and safety hazards.		<input type="checkbox"/>
Call out Emergency Management Team and primary spill response contractors, as needed (FIGURE 3.1-5).		<input type="checkbox"/>
Notify the Division Operations Manager and provide an incident briefing. Evaluate the need for activating the Divisional Response Team (DRT).		<input type="checkbox"/>
For low flash product (<100°F), consider applying foam over the product, using water spray to reduce vapors, grounding all equipment handling the product, and using non-sparking tools.		<input type="checkbox"/>
If there is a potential to impact shorelines, consider lining shoreline with sorbent or diversion boom to reduce impact.		<input type="checkbox"/>
Notify Local Emergency Responders. Obtain the information necessary to complete the Leak Accident Report Form (FIGURE 3.1-2).		<input type="checkbox"/>
Make local notifications: <ul style="list-style-type: none"> • LEPC • Police • Fire • Sheriff 		<input type="checkbox"/>

FIGURE 2.2-1 - SPILL / RELEASE RESPONSE ACTION CHECKLIST, CONTINUED

RESPONSE ACTION, CONTINUED	
E&R/C Division Director	
Make appropriate notifications: <ul style="list-style-type: none"> • National Response Center (800) 424-8802 • External regulatory notifications (FIGURE 3.1-5) 	<input type="checkbox"/>
Emergency Management Team	

Activate all or a portion of Emergency Management Team (EMT) (as necessary). The E&R/C Department will maintain contact with notified regulatory agencies.	<input type="checkbox"/>
Mobilize 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.	<input type="checkbox"/>
Document all response actions taken, including notifications, agency/media meetings, equipment and personnel mobilization and deployment, and area impacted. (Refer to SECTION 5 for documentation.)	<input type="checkbox"/>
Water-based Spills: Initiate spill tracking and surveillance operations. Determine extent of pollution via surveillance aircraft or vehicle. Estimate volume of spill utilizing information in SECTION 2.2.3 . Send photographer / videographer, if safe. Use of dispersants requires Federal or State approval.	<input type="checkbox"/>
Land-based Spills: Initiate spill tracking and surveillance, if applicable.	<input type="checkbox"/>
SECONDARY RESPONSE ACTIONS (Refer to EMT job descriptions in SECTION 4.6)	
FACILITY-SPECIFIC RESPONSE CONSIDERATIONS (Refer to SECTION 6 for maps, tactical plans, and sensitivity information.)	

FIGURE 2.2-1 - SPILL / RELEASE RESPONSE ACTION CHECKLIST, CONTINUED

SITE SPECIFIC ACTIONS	
DOCUMENT ALL ACTIONS TAKEN	
First Priority	
Account for all personnel and visitors.	<input type="checkbox"/>
Identify and assess fire/safety hazards.	<input type="checkbox"/>
Second Priority	
Secure spill source, if possible.	<input type="checkbox"/>
Assure all required notifications are conducted.	<input type="checkbox"/>
Secure all drainage leading from Facility.	<input type="checkbox"/>
Third Priority	
Confined spills on land will be recovered by use of vacuum trucks and returned to the pipeline system.	<input type="checkbox"/>
Once deployment of response equipment has been completed, initiate recovery of product.	<input type="checkbox"/>
Upon arrival of EMT, assure all information is accurate and complete prior to being released.	<input type="checkbox"/>
Assure proper documentation has been completed from initial discovery of spill to finish; reference SECTION 5 .	<input type="checkbox"/>

2.2.1 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 2.2-3**. Discharge volume calculations are provided in **APPENDIX C**.

FIGURE 2.2-2 - SPILL MITIGATION PROCEDURES

TYPE	MITIGATION PROCEDURE
Failure of Transfer Equipment	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations and close block valves. 3. Drain product into containment areas (if possible). 4. Eliminate sources of vapor cloud ignition by shutting down all engines and motors.
Tank Overfill/Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down or divert source of incoming flow to tank. 3. Shut down source of vapor cloud ignition by shutting down all engines and motors. 4. Ensure that dike discharge valves are closed. 5. Transfer fluid to another tank with adequate storage capacity (if possible). 6. Monitor diked containment area for leaks and potential capacity limitations. 7. Begin transferring spilled product to another tank as soon as possible.
Piping Rupture/Leak (under pressure and no pressure)	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Shut down pumps. Close the closest block valves on each side of the rupture. 3. Drain the line back into contained areas (if possible). Alert nearby personnel of potential safety hazards. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. If piping is leaking and under pressure, relieve pressure by draining into a containment area or back to a tank (if possible). Then repair line according to established procedures.
Fire/Explosion	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at risk of injury. 2. Notify local fire and police departments. 3. Attempt to extinguish fire if it is in incipient (early) stage and if it can be done safely. 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). 5. Eliminate sources of vapor cloud ignition by shutting down all

	<p>engines and motors. PHMSA 000125405</p> <p>6. Control fire before taking steps to contain spill.</p> <p>Also refer to fire/explosion response procedures in SECTION 2.8.</p>
Manifold Failure	<ol style="list-style-type: none"> 1. Personnel safety is the first priority. Evacuate nonessential personnel or personnel at high risk. 2. Terminate transfer operations immediately. 3. Isolate the damaged area by closing block valves on both sides of the leak/rupture. 4. Shut down source of vapor cloud ignition by shutting down all engines and motors. 5. Drain fluids back into containment areas (if possible).

2.2.2 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.
- All surveillance should be done upwind of the spill.
- Dispatch observers to crossings downstream or downgradient to determine the spill's maximum reach.
- Clouds, shadows, sediment, floating organic matter, submerged sand banks, or wind-induced patterns on the water may resemble an oil slick if viewed from a distance.
- Sorbent pads may be used to detect oil on water.
- Use surface vessels to confirm the presence of any suspected oil slicks (if safe to do so); consider directing the vessels and photographing the vessels from the air, the latter to show their position and size relative to the slick.
- It is difficult to adequately observe oil on the water surface from a boat, dock, or shoreline.
- Spill surveillance 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 to document the location and movements of the spill; however, this method may not be safe if the spill involves a highly flammable product.
- Surveillance also is required during spill response operations to gauge the effectiveness of response operations; to assist in locating skimmers; and to assess the spill's size, movement, and impact.
- A Spill Surveillance Checklist is provided in **FIGURE 2.2-3**.

FIGURE 2.2-3 - 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.

General Information	
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, shore):
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 or land spaces, shallow water areas):
Oil Observations	
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):	
Considerations	
<ul style="list-style-type: none"> • During surveillance, travel beyond known impacted areas to check for additional oil spill sites. • Include the name and phone number of the person making the observations. • Clearly describe the locations where oil is observed and the areas where no oil has been seen. 	
Other Observations	

Response Operations

Equipment deployment (general locations where equipment is working and whether the work is done in the heaviest concentration of oil):

Boom deployment (general locations of boom, whether the boom contains oil, and whether the oil entrains under the boom):

FIGURE 2.2-3 - SPILL SURVEILLANCE CHECKLIST, CONTINUED

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.

Environmental Observations

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):

Spill Sketch

--

2.2.3 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.
- Estimate disposal and interim storage requirements.

Some rapid methods to estimate spill size are:

- Release on land: With the area and depth of free oil defined, use the formula below to determine the volume of oil released.

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

If this document is being viewed electronically, the calculator below may be used:

[Click here to view - Volume Calculations](#)

- 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.
- Release on water: method based on visual assessment of the surface area and thickness (**FIGURE 2.2-4**); 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, weather conditions, and viewing angle.

- Different products may behave differently, depending upon their properties.

FIGURE 2.2-4 - SPILL ESTIMATION FACTORS

OIL THICKNESS ESTIMATIONS				
Standard Form	Approx. Film Thickness		Approx. Quantity of Oil in Film	
	inches	mm	gallons/mile²	liters/km²
Barely Visible	0.0000015	0.00004	25	44
Silvery	0.000003	0.00008	50	88
Slightly colored	0.000006	0.00015	100	179
Brightly colored	0.000012	0.0003	200	351
Dull	0.00004	0.001	666	1,167
Dark	0.00008	0.002	1,332	2,237
Thickness of light oils: 0.0010 inches to 0.00010 inches				
Thickness of heavy oils: 0.10 inches to 0.010 inches				

NOAA, 09/2000

- Use the chart above to estimate the approximate volume of oil in the film.

If this document is being viewed electronically, the calculator below may be used to estimate the volume of oil on water:

[Click here to view - Estimating Volume of Oil on Water](#)

2.2.4 Estimating Spill Trajectories

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

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

- Oil moves 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:

PHMSA 000125410

- National Oceanic and Atmospheric Administration (NOAA) through the Federal On-Scene Commander (FOSC)
- Private consulting firms

2.2.5 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 reducing the surface area and the shoreline to be cleaned.
- Concentrate the oil (when safe to do so), making physical recovery more efficient.
- Limit the environmental impact to the immediate spill area.

Selection of the appropriate location and method will depend upon:

- Length of time spill occurs before being noticed,
- Amount of spill,
- Area of coverage,
- Environmental factors such as wind speed and direction, and
- Oil's characteristics.

2.2.6 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 trained to do so).
- Ensure that the area remains secure to air/boat/vehicular traffic.

2.3 EVACUATION

EVACUATION CHECKLIST

TASK

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

2.4 TORNADO

TORNADO CHECKLIST	
TASK	
Monitor news media reports (FIGURE 3.1-5). <ul style="list-style-type: none"> • Tornado watch means conditions are favorable for tornadoes. • Tornado warning means a tornado has been sighted. 	<input type="checkbox"/>
When a tornado warning is issued, sound the local alarm. Notify off-site personnel of the situation (Control Center or Regional Management).	<input type="checkbox"/>
Take shelter: <ul style="list-style-type: none"> • Go to an interior room on the lowest floor. • Get under a sturdy piece of furniture or solid structure. • Use your arms to protect head and neck. 	<input type="checkbox"/>
Have location personnel report to the designated area.	<input type="checkbox"/>
Account for all personnel on duty.	<input type="checkbox"/>
Look for funnel formations on the ground or in the clouds; listen for a roar that sounds like a jet aircraft or rail traffic.	<input type="checkbox"/>
If the facility is damaged by the tornado, notify Management.	<input type="checkbox"/>
Go to the scene of the incident to evaluate the situation. <ul style="list-style-type: none"> • Be aware of broken glass and downed power lines. • Assess the area for damaged equipment or product releases. 	<input type="checkbox"/>

Check for injuries.	PHMSA 000125412	
<ul style="list-style-type: none"> Use caution entering a damaged building. 		
Update Supervisory Personnel/Management.		<input type="checkbox"/>
Conduct post-emergency evaluation and report.		<input type="checkbox"/>

2.5 FLOOD

FLOOD CHECKLIST	
TASK	
Perform continuous monitoring of the situation by listening to radio and/or television reports (FIGURE 3.1-5).	
<ul style="list-style-type: none"> Flash flood watch means flooding is possible. Flash flood warning means flooding is occurring or is imminent. 	<input type="checkbox"/>
Update Supervisory Personnel when flooding is imminent.	<input type="checkbox"/>
Establish an evacuation plan (SECTION 2.3).	<input type="checkbox"/>
Take preliminary actions to secure the facility before flooding and mandatory evacuation.	<input type="checkbox"/>
Consider having sandbags brought to sites that could be affected by the flooding.	<input type="checkbox"/>
Consider obtaining portable pumps and hoses from local suppliers or from other petroleum service locations in the area.	<input type="checkbox"/>
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.	<input type="checkbox"/>
If additional new product is available fill each tank to the minimum level necessary to prevent buoyancy in the event of flooding (Rule of thumb is 30% of the safe fill height). If additional product is not available, transfer appropriate product among tanks to prevent buoyance. If minimum levels cannot be reached through product transfer, add water bottoms.	<input type="checkbox"/>
Plug all rack drains and facility drains connected to the sump.	<input type="checkbox"/>
Empty all dikes of water.	<input type="checkbox"/>
Ensure that tank roof drains are working properly.	<input type="checkbox"/>
Anchor all bulk additive tanks, fuel barrels, empty drums, and propane tanks (if applicable).	<input type="checkbox"/>
Notify Supervisory Personnel/Management that the facility will be closed. Customer should be notified.	<input type="checkbox"/>
Back up computer files.	<input type="checkbox"/>
Remove assets such as files, computers, spare parts, and vehicles.	<input type="checkbox"/>
Shut off high voltage power and natural gas lines.	<input type="checkbox"/>
Close all valves on product and additive storage tanks.	<input type="checkbox"/>

Before evacuation, know where all the employees will be residing and obtain phone numbers so they can be contacted if additional emergencies occur.	PHMSA 000125413 <input type="checkbox"/>
-----------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------

2.5 FLOOD, CONTINUED

FLOOD CHECKLIST	
TASK	
Conduct a post-emergency evacuation and report.	<input type="checkbox"/>
Maintain hazards awareness: <ul style="list-style-type: none"> • Structural damage; • Equipment damage and product releases; • Downed power lines; • Leaking natural gas, water, and sewer lines; • Poisonous snakes and other wildlife sheltering in structures, vehicles, and furniture; and • Avoid direct contact with flood water, mud, and animal carcasses. 	<input type="checkbox"/>

2.6 MEDICAL

MEDICAL CHECKLIST	
TASK	
Summon Emergency Medical Services (EMS) to the scene (FIGURE 3.1-5).	<input type="checkbox"/>
Do not move the patient unless a situation (such as a fire) threatens the patient's life.	<input type="checkbox"/>
If trained, provide appropriate first aid for both injury and shock until the EMS arrives at the scene.	<input type="checkbox"/>
As the situation warrants, try to stop the bleeding and keep the patient breathing until the EMS arrives at the scene.	<input type="checkbox"/>
The rescuer's role includes: <ul style="list-style-type: none"> • Removing the patient from any situation threatening patient's life or the lives of rescuers. • Correcting life-threatening problems and immobilizing injured parts before transporting the patient. • Transporting the patient in a way that minimizes further damage to injured parts. 	<input type="checkbox"/>

<ul style="list-style-type: none">• 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.	
Notify Supervisory Personnel and/or Regional Management.	<input type="checkbox"/>
Notify victim's immediate family.	<input type="checkbox"/>
Complete follow-up and written reporting, as the situation demands.	<input type="checkbox"/>

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

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

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

2.8 FIRE AND/OR EXPLOSION

Your first consideration is always the safety of people in the immediate area, including your own. The first responder's initial objective is site management.

Table with 2 columns: TASK and checkbox. Title: FIRE AND/OR EXPLOSION CHECKLIST. Subtitle: At a manned facility. Rows include tasks like 'It is Plains' policy Pipeline that fighting fires...', 'Evaluate the situation...', 'Notify the local police...', 'Sound the facility alarm...', 'Notify Qualified Individual and Operations Control...', 'Appropriately trained personnel may attempt to extinguish the fire...', 'In the event the fire is too large...', 'Alert all Facility areas...', 'Instruct all drivers to discontinue loading...', 'Shut off all pumps.', 'If the fire/explosion is a result of a pipe rupture...', 'If product is being received from pipelines...', 'After confirmation has been received that pipelines have been shut down...'.

Undertake basic site control:

PHMSA 000125417

- Make an assessment of hazards.
- Isolate the area.
- Keep people away from the scene and outside the safety perimeter.
- Establish safety zones and escape routes.

**2.8 FIRE AND/OR EXPLOSION, CONTINUED**

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

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST**TASK****At a manned facility, continued**

Respond to the fire:

- Establish a Command Post and lines of communication.
- Maintain site control.
- Establish Incident Command/Unified Command as necessary (**SECTION 4.4**).



Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency.



Conduct a post-emergency evaluation and report.

**2.8 FIRE AND/OR EXPLOSION, CONTINUED**

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

The first responder's initial objective is site management.

FIRE AND/OR EXPLOSION CHECKLIST, CONTINUED**TASK**

At an unmanned facility PLANS/13490125418

It is Plains' policy Pipeline that fighting fires, which accelerate beyond the incipient stage, will not be conducted by Plains personnel. If it becomes apparent that a fire may grow beyond the point of being controlled by fire extinguishers, the local fire department will manage the fire fighting and Plains will only provide assistance as necessary and if safe to do so; for example shutting off the supply of fuel to the fire. Tank fires and fires fueled by pipeline releases will generally be allowed to burn out.	<input type="checkbox"/>
Handle the call.	<input type="checkbox"/>
Notify the local police and fire departments.	<input type="checkbox"/>
Notify Qualified Individual and Operations Control.	<input type="checkbox"/>
Go to the incident scene to evaluate the situation; approach cautiously from upwind; do not rush in.	<input type="checkbox"/>
Undertake basic site control: <ul style="list-style-type: none"> • Make an assessment of hazards. • Isolate the area. • Keep people away from the scene and outside the safety perimeter. • Establish safety zones and escape routes. 	<input type="checkbox"/>
If roads or railroads are in the affected area, assist the sheriff or local emergency officials with halting traffic.	<input type="checkbox"/>
Update the next level manager.	<input type="checkbox"/>
If the fire/explosion is a result of a pipe rupture, isolate the product release by closing valves.	<input type="checkbox"/>
Respond to the fire: <ul style="list-style-type: none"> • Establish a Command Post and lines of communication. • Maintain site control. • Establish Incident Command/Unified Command as necessary (SECTION 4.4). 	<input type="checkbox"/>
Call in additional resources if on-scene personnel and equipment are inadequate to handle the emergency.	<input type="checkbox"/>
Conduct a post-emergency evaluation and report.	<input type="checkbox"/>

2.9 VAPOR CLOUD

VAPOR CLOUD CHECKLIST

TASK

The person who discovers the vapor cloud will sound the alarm and notify the supervisor on duty and vacate the area.	<input type="checkbox"/>
----------------------------------------------------------------------------------------------------------------------	--------------------------

<p style="text-align: center;">PHMBA 000125419</p> <p>Remember: the only proper action in the presence of a vapor cloud is to get away from it. Do not shut off electrical equipment.</p>	<input type="checkbox"/>
All personnel will report to the evacuation muster point for roll call and further instructions.	<input type="checkbox"/>
<p>After all personnel have been accounted for, the Facility Management, the Facility Supervisor, or a Facility Operator will initiate the following actions as deemed necessary:</p> <ul style="list-style-type: none"> • Shut down pipeline. • Evacuate adjacent property. • Only the fire department will be permitted to enter the Facility. 	<input type="checkbox"/>
Contact the appropriate agencies and potentially affected neighbors (refer to FIGURE 3.1-5).	<input type="checkbox"/>

2.10 NON-OPERATIONAL RISKS AND OTHER CONSIDERATIONS

It is possible that circumstances might arise that could have a negative impact on the asset, facility or company but might not require a significant (or any) operational response. Such events could include:

- Environmental activist protests at or near a Plains facility or asset
- Labor strikes
- Public health concerns
- Issues involving the character of a Plains employee (allegations of criminal activity)
- Construction plans that could impact or have the perception of impacting either the daily routines of local residents or the physical environment
- Other unplanned media inquiries

In addition, incidents that are minor in nature could become more meaningful depending on where they happen (i.e. a small release in a major metropolitan area or populated waterway) or based on the perceived risk (a few gallons of oil found in a drinking water source or a location with endangered species). Each of these examples could solicit negative reaction from area media, elected officials or residents – regardless of the size of the spill itself.

If you are concerned about whether or not an incident – no matter how small – or a perceived risk will have an impact on the company, it is important to alert your supervisor and to contact a member of the Plains Communications team as soon as possible – despite whether or not the incident has triggered Operational notification/response. If the potential exists for a negative story in the paper or a negative reaction/increased scrutiny from area residents, elected officials or other stakeholders, contact the Plains Communications team as soon as possible as a precaution.

Please contact the following individuals:

Brad Leone
 Manager, Communications
 Office: 713-646-4196

(b) (6)

Roy Lamoreaux
 Director, Investor Relations
 Office: 713-646-4222

(b) (6)

bleone@paalp.com

rilan@paalp.com

PHMSA 000135410

SECTION 3

Last Revised: July 16, 2013

NOTIFICATIONS / TELEPHONE NUMBERS

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3.1 Emergency Information and Notification Procedures**Figure 3.1-1 - Emergency Notification Flow Chart**Figure 3.1-2 - Situation Report (Spill Event) Information
Collection WorksheetFigure 3.1-3 - PHMSA Report FormFigure 3.1-4 - Internal Notifications and Telephone NumbersFigure 3.1-5 - External Notifications and Telephone NumbersFigure 3.1-6 - Reporting Requirements

3.1 EMERGENCY INFORMATION AND NOTIFICATION PROCEDURES

The notification sequence for a spill is as follows:

- Facility Manager will identify and control the source of a spill, if safe to do so, then will notify the Qualified Individual.
- The Qualified Individual will conduct notifications as illustrated in the Notification Flow Chart (**FIGURE 3.1-1**).

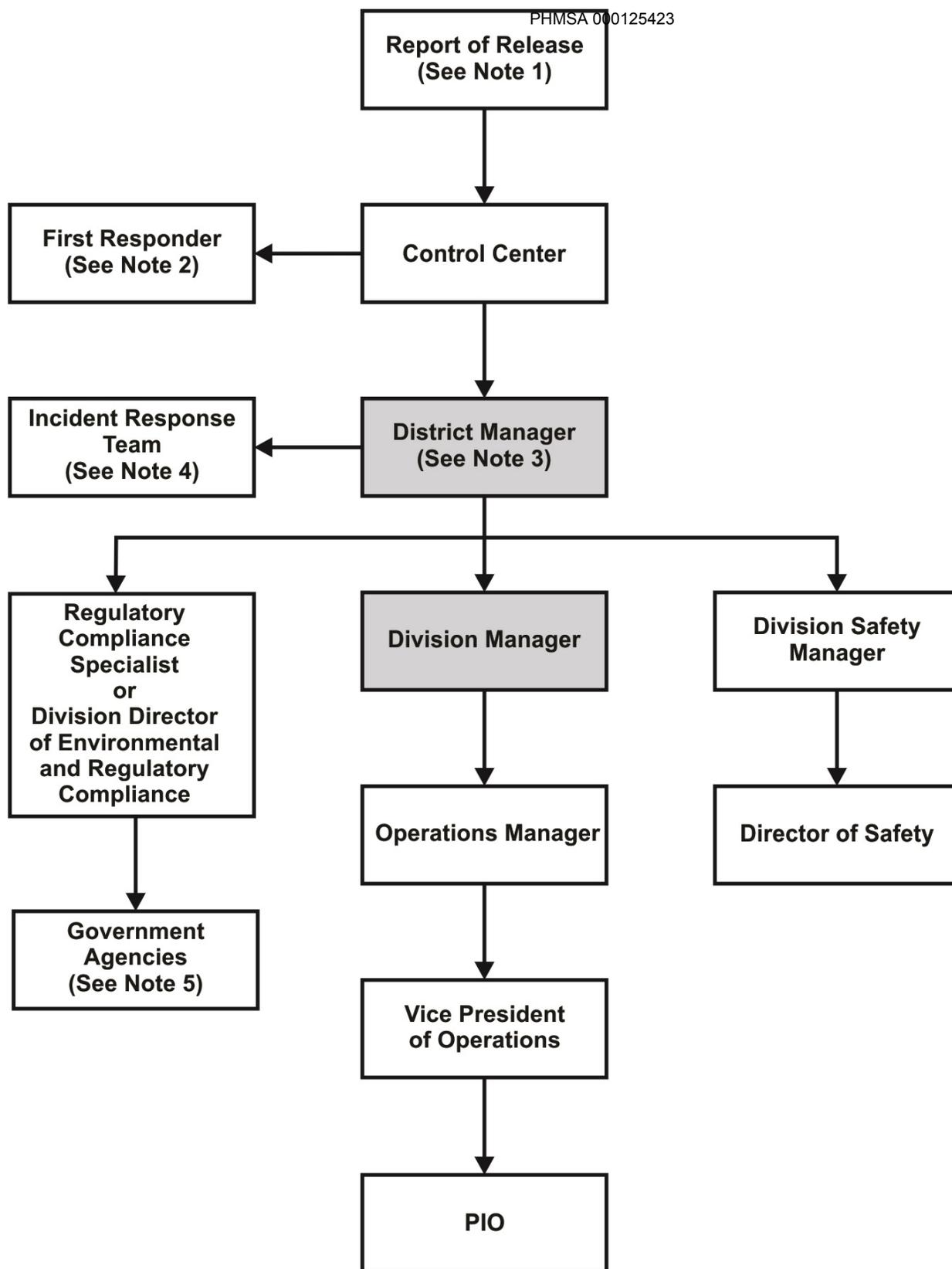
The priority of actions and response procedures will depend upon actual circumstances and will be determined by the Incident Commander.

This section also contains the following:

- **FIGURE 3.1-2** provides a Situation Report (Spill Event) Information Collection Worksheet. This form is utilized for initial notification.
- **FIGURE 3.1-3** provides a PHMSA Report Form. This form is utilized for pipeline summary of documentation.

FIGURE 3.1-1 - EMERGENCY NOTIFICATION FLOW CHART

PHMSA 000125423



NOTE: Shaded boxes denote Qualified Individuals.

1. Report of release can come from a non-Plains entity.
2. First Responder is the Plains personnel closest to the potential problem dispatched to respond. In many cases, the District Manager is the closest operations responder. The District Manager may designate a proxy first responder as part of the Incident Response Team.
3. A Qualified Individual, or his alternate, will make subsequent notifications, based on his professional judgment, for each response and will coordinate with EH&S as necessary.
4. The Incident Response Team reflects the level of support required to address each response. In addition to Plains personnel, OSROs, Contractors, suppliers, and the Location Response Team may be included.

5. Government Agencies include federal, state, and local agencies that are notified for each response.

FIGURE 3.1-2 - SITUATION REPORT (SPILL EVENT) INFORMATION COLLECTION WORKSHEET

Today's Date & Time:			
Name of Person Calling/ Reporting:	Caller / Reporter:		
	Information Taken by:		
Date of Spill or Event:			
Time of Spill or Event:			
Name of Pipeline System or Operator Involved:			
Weather Conditions at scene: (include forecast and wind directions if possible)			
Landowner: (identity/contact)?			
Legal Description:			
Location:			
Latitude:			
Longitude:			
County:			
Driving Instructions:			
Cause of Spill / Release:			
Type of Crude / Product Released:			
Amount of Spill / Release:	Barrels:	Gallons:	
Current Response Status:			
Has Spill been Contained?			
Amount Recovered:	Barrels:	Gallons:	
Has Product Impacted Navigable Waters (Waters of the State)?	Name of Lake, Stream, River, or Waterway:		
Local, State, or Federal Agencies Contacted?			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			
Name / Position / Agency:			

FIGURE 3.1-3 - PHMSA REPORT FORM

Name of pipeline:	PHMSA 000125425
Time of discharge:	
Location of discharge:	
Name of oil involved:	
Reason for discharge (e.g., material failure, excavation damage, corrosion):	
Estimated volume of oil discharged:	
Weather conditions on scene; and:	
Actions taken or planned by persons on scene:	

FIGURE 3.1-4 - INTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

COMPANY PERSONNEL

NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Mark Olsen Western Div. Mgr.	(713) 646-4446 (Office) (b) (6)	1				
Allen Shafer Div. Manager - Corporate Support Qualified Individual	(307) 472-9902 (Office) (b) (6)	1	Incident Commander (IC), Public Information Officer	x	x	x
Billy Rollins Asst. Division Manager Qualified Individual	(307) 472-9910 (Office) (b) (6)	1	Operations Section Chief	x	x	x
Tom McCormick Environmental & Regulatory Director - Corporate Support Qualified Individual	(307) 783-8336 (Office) (b) (6)	1	Emergency Response Coord.; Deputy Incident Commander, Planning Section, Safety Officer	x	x	x
Eric Heap District Mgr. Evanston Qualified Individual	(307) 789-2325 or - 2322 (Office) (b) (6)	1	Operations Section			
Scott Smith District Mgr. Casper Qualified Individual	(307) 268-4535 (Office) (b) (6)	1	Operations Section, Logistics Section			
James Papstein District Mgr., PPS Qualified Individual	(303) 286-6400, ext. 22 (Office) (b) (6)	1	Deputy Incident Commander			
Todd Schulte Safety Manager - Corporate Support Qualified Individual	(307) 472-9913 (Office) (b) (6)	1	Safety Officer	x	x	x

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each

individual.		PHMSA 000125427
TYPE ¹	DESCRIPTION	
1	29 CFR 1910.120 HAZWOPER	
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components	
3	Qualified Individual/Incident Command Training	

Note: Refer to **APPENDIX A** for training dates.

Rocky Mountain Crude Zone

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FIGURE 3.1-4 - INTERNAL 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

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Charlie Ferree Operations Supervisor, Thermopolis Qualified Individual	(307) 864-5593 (Office) (b) (6)	1	Planning Section			
Justin Nicholson Terminal Supervisor, Dupont Qualified Individual	(303) 286-6400 Ext 29 (Office) (b) (6)	1				
Dwayne Rust Operations Supervisor - Evanston Qualified Individual	(307) 789-2325 (Office) (b) (6)	1				
David Jenkins Operations Supervisor, Ft. Laramie Qualified Individual	(307) 837-2121 (Office) (b) (6)	1				
Tyler Keller Operations Supervisor, - Casper	(307) 268-4524 (Office) (b) (6)	1				

Qualified Individual	(b) (6)	PHMSA 000125428			
Drew Engstrom Operations Supervisor, Rawlins Qualified Individual	(307) 324-6631 (Office) (b) (6)	1			
Dan Holli Environmental Specialist - Belfield Office Qualified Individual	(701) 575-4349, (701) 575-4254 Ext. 34 (Office) (b) (6)	1		x	x
Alex Wolf Division Safety Manager Qualified Individual	(307) 472-5024 (Office) (b) (6)	1			

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

Note: Refer to **APPENDIX A** for training dates.

FIGURE 3.1-4 - INTERNAL 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

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Howard Sellenrick Pipeline Supervisor,	(307) 634-3357, (307) 634-4202 (Office) (b) (6)	1				

PPPS Qualified Individual	(b) (6)	PHMSA 000125429				
Ed Shypkoski District Mgr. Belfield - Belfield Office Qualified Individual	(701) 575-4349, (701) 575-4254 Ext. 19 (Office) (b) (6)	1		x	x	x
Kim Marsh OPS Supervisor - Belfield Office Qualified Individual	(701) 575-4349, (701) 575-4254 Ext. 13 (Office) (b) (6)	1		x	x	x
Jamison Fox OPS Supervisor - Sidney, MT Office Qualified Individual	(406) 433-6320 (Office) (b) (6)	1		x	x	x
David Irsik Project Coordinator	(303) 286-6400 (Office) (b) (6)	1	Deputy Incident Commander, Operations Section			
Dayton Kirkham III	(719) 382-9045 (Office) (b) (6)	1	Deputy Incident Commander, Operations Section			
Paul Rowen	(605) 343-9764 (Office) (b) (6)	1	Deputy Incident Commander, Operations Section			
David Pharaoh	(713) 646-4383 (Office) (b) (6)	1	Finance Section			

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each

individual.		PHMSA 000125430
TYPE ¹	DESCRIPTION	
1	29 CFR 1910.120 HAZWOPER	
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components	
3	Qualified Individual/Incident Command Training	

Note: Refer to **APPENDIX A** for training dates.

Rocky Mountain Crude Zone

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FIGURE 3.1-4 - INTERNAL 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

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Michael Jones Senior Attorney	(713) 646-4335 (Office)	1	Legal Officer			
Roxanne Thibault Customer Relations	(303) 572-4955 (Office) (b) (6)	1	Liaison Officer			
David Lindgren ROW & Local Government	(713) 646-4494 (Office)	1	Liaison Officer			
Mark Gorman Sr. VP OPS & B/D	(713) 646-4655 (Office)	1	Corporate Support Personnel			
Phil Smith Managing Director of Operations	(713) 646-4382 (Office) (b) (6)	1	Corporate Support Personnel			
Brad Leone PAA Communications Manager - Corporate Support Qualified Individual	(713) 646-4196 (Office) (b) (6)	1	Public Information Officer			
	(713) 646-4222 (Office)					

Roy Lamoreaux Director, Investor Relations	(b) (6)	PHMSA 000125431 1	Corporate Support Personnel			
Troy E. Valenzuela Vice President, EH&S	(713) 646-4614, (713) 739-6724 (Office) (b) (6)	1	Corporate Support Personnel			

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

Note: Refer to **APPENDIX A** for training dates.

FIGURE 3.1-4 - INTERNAL 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

COMPANY PERSONNEL						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	ICS POSITION	RESPONSE TRAINING TYPE ¹		
				1	2	3
Guy Peltier Director of Safety - Pipelines / Terminals	(713) 646-4673 (Office) (b) (6)	1	Corporate Support Personnel, Safety Officer	x		
Roger Everett Director, Human Resources	(713) 646-4328 (Office) (b) (6)	1	Corporate Support Personnel, Planning Section			

Plains Headquarters	(713) 646-4186 (Houston, TX) (307) 472-9900 (Casper, WY) (Office)	PHMSA 000125432			
Operations Center	(866) 800-7677 (Office)				

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

Note: Refer to **APPENDIX A** for training dates.

FIGURE 3.1-4 - INTERNAL 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

EMERGENCY RESPONSE CONTRACTORS						
NAME/TITLE	PHONE NUMBER	RESPONSE TIME (hours)	RESPONSIBILITY DURING RESPONSE ACTION	RESPONSE TRAINING TYPE ¹		
				1	2	3
U.S. Environmental Services (USES)	(888) 279-9930* (504) 279-9934 (504) 279-7756 Fax					
O'Briens Response Management	(985) 781-0804*					
NRC (National Response Corporation)	(800) 899-4672 (24 hr) (281) 899-4848 (281) 606-4848 (281) 899-4849 Fax					

C-K Associates, LLC	225 755-1000 (office) 225 751-2010 (fax) (b) (6)	PHMSA 000125433			
Center for Toxicology and Environmental Health, LLC (CTEH)	(501) 801-8500 Office (866) 869-2834 24 Hour				
Southwest WY Coop		0			
Worley Catastrophe Response	(888) 887-8070 (office) (b) (6) (866) 753-3619 (claims)	0			
Edwards Jet Center	866-353-8245	2	Air Charter Service		
Oilind Safety	307-347-4293	2	Air Monitoring		

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

Note: Refer to **APPENDIX A** for training dates.

FIGURE 3.1-4 - INTERNAL 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

EMERGENCY RESPONSE CONTRACTORS				
NAME/TITLE	PHONE NUMBER	RESPONSE TIME	RESPONSIBILITY DURING RESPONSE	RESPONSE TRAINING TYPE ¹

		(hours)	ACTION	PHMSA 000125434		
				1	2	3
RMEC Environmental Inc.	801-467-3661 After Hours 801-979-7632 After Hours 801-706-7632 After Hours 801-599-3714	2	Air Moninorting			
Onsite Safety	307-347-4293	2	Air Monitoring			
Fremont Environmental Inc.	(970) 663-2301 (b) (6)	2	Air Monitoring, Clean-up and Waste Disposal			
EnviroCare	(801) 951-1097	6	Emergency/spill response equipment and personnel.			
Environmental Restoration	(888) 814-7477	8	Function as an OSRO	x	x	x
H2O	801-355-3499 801-589-9638	8	All equipment required for Tier III Spill response.			
Montana/Wyoming Coop.	(406) 628-5210 (406) 628-5240 (406) 628-5390 (fax)	8	(Northern Wyoming Only) Emergency/spill response equipment and personnel.			
TDS Collections, Inc. (TDS Environmental Service)	(307) 532-7515 (307) 532-3467 (fax)	8	Emergency/spill response clean up and hazardous waste disposal.			
Belfor Environmental	(800) 930-0011	8	Emergency/spill response equipment and personnel.			

EMERGENCY RESPONSE TRAINING TYPE¹

There are three different types of training described below including HAZWOPER, OPA, and Qualified Individual/Incident Command Training. An "x" has been placed in the applicable columns (type 1, 2, or 3) in the table above for the type of training completed by each individual.

TYPE ¹	DESCRIPTION
1	29 CFR 1910.120 HAZWOPER
2	OPA (Training Reference for Oil Spill Response) All Facility Personnel, SMT, QI Components
3	Qualified Individual/Incident Command Training

Note: Refer to **APPENDIX A** for training dates.

PHMSA 000125435

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Initial		
National Response Center http://www.nrc.uscg.mil/nrchp.html	(800) 424-8802* (202) 267-2675* (202) 267-1322 (Fax)	
Recommended		
Federal Agencies		
EPA Region VIII	(303) 293-1788 (303) 312-6839	
Federal Railroad Administration	(202) 493-6287 (HQ) (816) 329-3840 (Kansas, MO)	
U.S. Coast Guard - 11th District (UT)	(510) 437-2904	
U.S. Coast Guard - 14th District (MT)	(206) 217-6214	
U.S. Coast Guard - 8th District (WY & CO)	(504) 589-6225	
U.S. Fish & Wildlife (Colorado)	(303) 969-7322 ext 272 (303) 236-4588	
U.S. Fish & Wildlife (UT)	(801) 625-5570	
U.S. Fish & Wildlife (Wyoming)	(307) 261-6365	
State Agencies - Colorado		
Colorado Department of Public Health and Environment Emergency Management Program	(877) 518-5608*	
Colorado Public Works Utilities Commission	(303) 894-2000	
Colorado State Patrol - Homeland Security Section	(800) 368-6498	

Colorado Wildlife Division	(303)239-5600 P100000125436
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FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Colorado		
Moffatt County		
Craig Ambulance	(970) 824-4495	
Craig Emergency Management Coordinator	(970) 824-4495	
Craig Fire Dept.	(970) 824-4495	
Craig Hospital	(970) 824-9411	
Craig Police Dept.	(970) 824-4495	
Craig Road & Bridge	(970) 824-3211 (970) 824-3532	
Emergency Management Coordinator	911*	
Moffat County Ambulance	911*	
Moffat County Fire Dept.	911*	
Moffat County Sheriff	911*	
Rio Blanco County		
Rangely	(970) 878-5023	
Rangely Ambulance	(970) 878-5023	
Rangely Fire Dept.	(970) 675-5094	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Colorado		
Rio Blanco County		
Rangely Hospital	(970) 675-5011	
Rangely Police Dept.	(970) 878-9625	
Rangely Road & Bridge	(970) 878-9595	
Rio Blanco Ambulance	911*	
Rio Blanco County Emergency Management Coordinator	911*	
Rio Blanco County Fire Dept.	911*	
Rio Blanco County Sheriff	911*	
State Agencies - Montana		
Montana - Railroad	(406) 628-3235 (406) 523-1463*	
Montana Board of Oil & Gas Conservation	(406) 656-0040	
Montana Disaster and Emergency Services	(406) 841-3911	
County Agencies / Additional Contacts - Montana		
Carbon County		
Carbon County Ambulance	911*	
Carbon County Emergency Management Coordinator	911*	
Carbon County Fire Dept.	911*	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Montana		
Carbon County		
Carbon County Sheriff	911*	
Red Lodge Emergency Management Coordinator	(406) 446-1038	
Red Lodge Fire Dept.	(406) 446-2320	
Red Lodge Police Dept.	(406) 446-1234	
Yellowstone County		
Billings Emergency Management Coordinator	(406) 256-2775	
Billings Fire Dept.	(406) 657-8423 (406) 657-8422 (406) 657-8200	
Billings Highway Patrol	(406) 896-4351 (800) 525-5555	
Billings Police Dept.	(406) 256-2929	
Yellowstone County Ambulance	911*	
Yellowstone County Emergency Management Coordinator	911*	
Yellowstone County Fire Dept.	911*	
Yellowstone County Sheriff	911*	
State Agencies - Utah		
Utah Dept. of Health - Bureau of Water Pollution Control	(801) 536-4300	

FIGURE 3.1-5 - EXTERNAL 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

PHMSA 000125439

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
State Agencies - Utah		
Utah State Dept. of Health, Division of Environmental Response & Remediation	(801) 536-4123	
County Agencies / Additional Contacts - Utah		
Davis County		
Davis County Ambulance	911* (801) 336-3940	
Davis County Emergency Management Coordinator	911* (801) 546-8560	
Davis County Fire Dept.	911* (801) 336-3940	
Davis County Hospital	(801) 299-2141	
Davis County Sheriff	911* (801) 497-8300	
Davis County Sheriff Department	(801) 497-8300	
Layton Ambulance	(801) 546-8560	
Layton Fire Dept.	(801) 336-3940	
Layton Paramedics	(801) 336-3940	
Layton Police Dept.	(801) 497-8300	
Salt Lake Regional Hospital	(801) 350-4631	
South Davis Fire Department	(801) 298-6230 (801) 677-0164	

FIGURE 3.1-5 - EXTERNAL 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

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AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies / Additional Contacts - Utah		
Morgan County		
Morgan County Ambulance	911* (801) 629-8221 (Morgan)	
Morgan County Emergency Management Coordinator	911* (801) 629-8221 (Morgan, Peterson)	
Morgan County Fire Dept.	911* (801) 629-8221 (Morgan, Peterson)	
Morgan County Sheriff / Police	911* (801) 629-8221 (Morgan, Peterson)	
Rich County		
Rich County Ambulance	911*	
Rich County Emergency Management Coordinator	911*	
Rich County Fire Dept.	911*	
Rich County Sheriff / Police	911* (435) 793-2285	
Salt Lake County		
Salt Lake City Ambulance	(801) 799-4231	
Salt Lake City Fire Dept.	(801) 799-4103 (801) 799-4231	
Salt Lake City Police Dept.	(801) 799-3000	
Salt Lake County Ambulance	911* (801)363-4402	
Salt Lake County Emergency Management Coordinator	911* (801) 468-2156 (Salt Lake City)	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Utah		
Salt Lake County		
Salt Lake County Fire Dept.	911* (801)799-4231	
Salt Lake County Sheriff	911* (801)799-3000	
Summit County		
Coalville Emergency Management Coordinator	(435) 640-1910	
Coalville Fire Dept.	(435) 336-3600	
Coalville Hospital	(435) 336-4403	
Coalville Police Dept.	(435) 336-3600	
MedUSA Ambulance	(801) 352-9500	
Summit County Ambulance	911*	
Summit County Emergency Management Coordinator	911*	
Summit County Fire Dept.	911*	
Summit County Sheriff	911*	
State Agencies - Wyoming		
Wyoming Dept. of Environmental Quality - Water Quality Division	(307) 777-7781	
Wyoming DEQ	307-777-5885 24Hr. 307-777-7781	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
State Agencies - Wyoming		
Wyoming DEQ / Water Quality Division Casper Field Office	307-473-3458 (Fax) 307-473-3458	
Wyoming DEQ / Water Quality Division Lander Field Office	307-332-3144 (Fax) 307-332-7726	
Wyoming DEQ / Water Quality Division Rock Springs Field Office	307-352-2559 (Fax) 307-352-2617	
Wyoming DEQ / Water Quality Division Sheridan Field Office	307-673-9337 (Fax) 307-672-2213	
Wyoming OSHA	(307) 777-7786	
Sweetwater County		
National Guard Dave Johnson (Coordinator)	307-362-3511 307-389-3418 (Coordinator)	
County Agencies / Additional Contacts - Wyoming		
Albany County		
Albany Count Emergency Management Coordinator	911*	
Albany County Ambulance	911*	
Albany County Fire Dept.	911*	
Albany County Sheriff	911*	
Basin Emergency Management Coordinator	(307) 548-2516	
Basin Police Dept.	(307) 568-2324	
Laramie Ambulance	(307) 721-2526	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Albany County		
Laramie Emergency Management Coordinator	(307) 721-2526	
Laramie Fire Dept.	(307) 721-2526	
Laramie Hospital	(307) 742-2141	
Laramie Police Dept.	(307) 721-2526	
Laramie Road & Bridge	(307) 742-2534	
Carbon County		
Ambulance (Baggs, Medicine Bow, Rawlins)	(307) 324-2776	
Baggs Hospital	(303) 324-2221	
Carbon County Ambulance	911* (307) 324-2776	
Carbon County Emergency Management Coordinator	911* (307) 324-2776	
Carbon County Fire Dept.	911* (307) 324-2776	
Carbon County Sheriff Department	911* (307) 324-2776	
Emergency Management Coordinator (Baggs, Medicine Bow, Rawlins)	(307) 324-2776	
Fire Dept. (Baggs, Medicine Bow, Rawlins)	(307) 324-2776	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS ,
CONTINUED

Note: Notification Forms can only be printed from the Section File (not available in the Forms Navigator) PHMSA 000125444

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies / Additional Contacts - Wyoming		
Carbon County		
Hospital (Medicine Bow, Rawlins)	(307) 324-2221	
Medicine Bow Fire Department	(307) 379-2523	
Road & Bridge (Baggs, Medicine Bow, Rawlins)	(307) 324-9555	
Converse County		
Converse County Ambulance	911* (307) 358-3311	
Converse County Emergency Management Coordinator	911* (307) 358-6880	
Converse County Fire Dept.	911* (307)358-2155	
Converse County Sheriff	(307) 358-3311	
Douglas Ambulance	(307) 358-3311	
Douglas Emergency Management Coordinator	(307) 358-6880	
Douglas Fire Dept.	(307) 358-2155	
Douglas Hospital	(307) 358-2122	
Douglas Road & Bridge	(307) 358-3602	
Glenrock Ambulance	(307) 436-2777	

FIGURE 3.1-5 - EXTERNAL 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

PHMSA 000125445

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
County Agencies / Additional Contacts - Wyoming		
Converse County		
Glenrock Emergency Management Coordinator	(307) 358-6880	
Glenrock Fire Dept.	(307) 436-2777	
Glenrock Hospital	(307) 358-2122	
Glenrock Police Dept.	(307) 436-2777	
Glenrock Road & Bridge	(307) 436-2531	
Fremont County		
Fremont County Sheriff Office	(307) 332-5611	
Lander Ambulance	(307) 332-5611	
Lander Emergency Management Coordinator	(307) 856-2374	
Lander Fire Dept.	(307) 332-5611	
Lander Hospital	(307) 332-4420	
Lander Police Dept.	(307) 332-5611	
Lander Road & Bridge	(307) 332-1038	
Riverton Ambulance	911*	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		

Fremont County <small>PHMSA 000125446</small>		
Riverton Emergency Management Coordinator	(307) 851-0449	
Riverton Fire Dept.	911*	
Riverton Police Dept.	911*	
Riverton Road & Bridge	(307) 856-2603	
Goshen County		
Ambulance (Ft. Laramie, Torrington)	(307) 532-7001	
Emergency Management Coordinator ((Ft. Laramie, Torrington)	(307) 532-7039	
Fire Dept. (Ft. Laramie, Torrington)	(307) 532-7001	
Ft. Laramie Police Dept.	(307) 532-7001	
Goshen County Ambulance	911* (307) 532-7001	
Goshen County Emergency Management Coordinator	911* (307) 532-7039	
Goshen County Fire Dept.	911* (307) 532-7001	
Goshen County Sheriff	911* (307) 532-4026	
Hospital (Ft. Laramie, Torrington)	(307) 532-4181	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Goshen County		
Road & Bridge (Ft. Laramie, Torrington)	(307) 532-3716	

	PHMSA 000125447	
Torrington Police Dept.	(307) 532-7001	
Hot Springs County		
Hot Springs County Ambulance	911* (307) 864-2666	
Hot Springs County Sheriff Office	911* (307) 864-3114	
Hot Springs Emergency Management Coordinator	911* (307) 864-2622	
Hot Springs Fire Dept.	911* (307) 864-3114	
Thermopolis Ambulance	(307) 864-2666	
Thermopolis Emergency Management Coordinator	(307) 864-2622	
Thermopolis Fire Department	(307) 864-3114	
Thermopolis Fire Dept.	(307) 864-3114	
Thermopolis Hospital	(307) 864-3121	
Thermopolis Police Dept.	(307) 864-3114	
Thermopolis Road & Bridge	(307) 864-3497	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Hot Springs County		
Wind River Indian Reservation Emergency Management Coordinator	(307) 332-2027	
Johnson County		

Buffalo Fire Dept.	(307) 684-2245	PHSA5000125448
Johnson County Ambulance	(307) 684-5581	
Johnson County Emergency Management Coordinator	(307) 684-2761	
Johnson County Fire Dept.	(307) 684-5581	
Johnson County Hospital	(307) 684-5521	
Johnson County Road & Bridge	(307) 684-2262	
Johnson County Sheriff	(307) 684-5581	
Kaycee Fire Dept.	(307) 738-2574	
Kaycee Police Dept.	(307) 738-2525	
Laramie County		
Cheyenne Ambulance	(307) 637-6311	
Cheyenne Emergency Management Coordinator	(307) 633-4336	
Cheyenne Fire & Rescue	(307) 637-6311	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Laramie County		
Cheyenne Fire Dept.	(307) 633-4336	
Cheyenne Hospital	(307) 634-2273	
Cheyenne Police Dept.	(307) 633-4700	
Cheyenne Road & Bridge	(307) 633-4302	

Laramie County Ambulance	911* PHMSA 000125449 (307) 633-4336	
Laramie County Emergency Management Coordinator	911* (307) 633-4336	
Laramie County Fire Dept.	911* (307) 633-4336	
Laramie County Sheriff	911* (307) 633-4700	
Lincoln County		
Ambulance (Kemmerer, LaBarge)	(307) 877-3971	
Emergency Management Coordinator (Kemmerer, LaBarge)	(307) 877-3971	
Fire Dept. (Kemmerer, LaBarge)	(307) 877-3971	
Hospital (Kemmerer, LaBarge)	(307) 877-4401	
Lincoln County Ambulance	911* (307) 877-3971	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Lincoln County		
Lincoln County Emergency Management Coordinator	911* (307) 877-3971	
Lincoln County Fire Dept.	911* (307) 877-3971	
Lincoln County Sheriff	911* (307)877-3971	

Police Dept. (Kemmerer, LaBarge)	(307) 877-3971 PH 571000125450	
Natrona County		
Ambulance (Casper, Edgerton, Midwest, Mills)	(307) 577-2021	
Casper Fire Dept.	(307) 235-8278 (307) 235-8324	
Casper Hospital	(307) 577-7201	
Emergency Management Coordinator (Casper, Edgerton, Midwest, Mills)	(307) 235-9205	
Fire Dept. (Edgerton, Midwest)	(307) 437-6513	
Midwest Police Dept.	(307) 235-9300	
Mills Fire Dept.	(307) 234-8481	
Mills Police Dept.	(307) 266-4796	
Natrona County Ambulance	911* (307) 577 2021	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Natrona County		
Natrona County Emergency Management Coordinator	911* (307) 235-9205	
Natrona County Fire Dept.	911* (307) 235-8278	
Natrona County Road & Bridge	(307) 235-9311	
Natrona County Sheriff	(307) 235-9282 (307) 235-9205	

PHMSA 000125451	
Park County	
Ambulance (Cody, Meeteetse)	(307) 527-8700
Cody Emergency Management Coordinator	(307) 527-1860
Cody Fire Dept.	(307) 527-8700
Cody Police Dept.	(307) 527-8700
Cody Road & Bridge	(307) 754-8520
Emergency Management Coordinator (Meeteetse, Powerll)	(307) 527-1860
Hospital (Cody, Meeteetse)	(307) 527-7501
Meeteetse Fire Dept.	(307) 527-8700
Meeteetse Police Dept.	(307) 527-8700

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Park County		
Meeteetse Road & Bridge	(307) 868-9247	
Park County Ambulance	911* (307) 527-8700	
Park County Emergency Management Coordinator	911* (307) 527-1860	
Park County Fire Dept.	911* (307) 527-8700	
Park County Sheriff	(307) 527-8700	

Powell Ambulance	(307) 527-8700 PHS00000125452	
Powell Fire Dept.	(307) 527-8700	
Powell Hospital	(307) 754-2267	
Powell Police Dept.	(307) 527-8700	
Powell Road & Bridge	(307) 754-8520	
Platte County		
Ambulance (Glendo, Wheatland)	(307) 322-2331	
Emergency Management Coordinator (Glendo, Guernsey, Wheatland)	(307) 322-2140	
Fire Dept. (Glendo, Guernsey)	(307) 322-2331	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Platte County		
Guernsey Ambulance	(307) 836-2111	
Guernsey Police Dept.	(307) 836-2111	
Hospital (Glendo, Guernsey, Wheatland)	(307) 322-3636	
Platte County Ambulance	911* (307) 322-2331	
Platte County Emergency Management Agency	911* (307) 322-2140	
Platte County Fire Dept.	911* (307) 322-2331	
Platte County Sheriff	(307) 322-2331	

		PHMSA 000125453
Road & Bridge (Glendo, Guernsey, Wheatland)	(307) 322-3113	
Wheatland Volunteer Fire Department	(307) 322-2331	
Sublette County		
Ambulance (Big Piney, Marbleton)	(307) 276-3450	
Emergency Management Coordinator (Big Pney, Marbleton)	(307) 367-2284	
Hospital (Big Piney, Marbleton)	(307) 732-0447	
Police Dept. (Big Piney, Marbleton)	(307) 367-4378	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Sublette County		
Sublette County Ambulance	911* (307) 276-3450	
Sublette County Emergency Management Coordinator	911* (307) 367-2284	
Sublette County Fire Dept.	911* (307) 367-4378	
Sublette County Sheriff	911* (307) 367-4378	
Sweetwater County		
Ambulance (Green River, Rock Springs, Wamsutter)	(307) 872-3870	
Emergency Management Coordinator (Granger, Green River, Rock Springs, Wamsutter)	(307) 352-6820	
Fire Dept. (Green River, ROck Springs,	(307) 872-3870	

Wamsutter)	PHMSA 000125454	
Granger Ambulance	(307) 872-3870	
Granger Fire Dept.	(307) 872-3870	
Granger Hospital	(307) 875-7730	
Green River Hospital	(307) 875-7730	
Hospital (Rock Springs, Wamsutter)	(307) 352-8390	
Judy Roderick, Sweetwater County LEPC	307-389-3423	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Sweetwater County		
Police Dept. (Granger, Green River, Rock Springs, Wamsutter)	(307) 872-3870	
Road & Bridge (Granger, Green River, Rock Springs, Wamsutter)	(307) 872-6471	
Sweetwater County Ambulance	911* (307) 872-3870	
Sweetwater County Emergency Management Coordinator	911* (307) 352-6820	
Sweetwater County Fire Dept.	911* (307) 872-3870	
Sweetwater County Sheriff	911* (307) 872-3870	
Uinta County		
Ambulance (Bridger, Evanston, Lyman)	(307) 789-8556	
Bridger Fire Dept.	(307) 783-1000	

	PHMSA 000125455	
Bridger Police Dept.	(307) 789-2331	
Emergency Management Coordinator (Bridger, Evanston)	(307) 783-0327	
Evanston Fire Department	(307) 789-3013	
Evanston Police Dept.	(307) 789-2331	
Hospital (Bridger, Evanston, Lyman)	(307) 789-3636	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
County Agencies / Additional Contacts - Wyoming		
Uinta County		
Lyman Emergency Management Coordinator	(307) 783-0327	
Lyman Fire Dept.	(307) 787-6500	
Lyman Police Dept.	(307) 789-2331	
Uinta County Ambulance	911* (307) 789-8556	
Uinta County Emergency Management Coordinator	911* (307) 783-0327	
Uinta County Fire Dept.	911* (307) 783-1000	
Uinta County Sheriff Department	911* (307) 783-1000	
Washakie County		
Worland Emergency Management Coordinator	(307) 347-3331	
Worland Police Dept.	(307) 347-2242	

FIGURE 3.1-5 - EXTERNAL NOTIFICATIONS AND TELEPHONE NUMBERS

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

*24-Hour Number

AFFILIATION	PHONE NUMBER	TIME CONTACTED
Recommended		
USCG CLASSIFIED OSRO		
Environmental Restoration Morrow, GA	(888) 814-7477	
H2O Salt Lake City, Ut	801-355-3499 801-589-9638	
NRC (National Response Corporation) Houston, TX	(800) 899-4672 (24 hr) (281) 899-4848 (281) 606-4848 (281) 899-4849 Fax	
U.S. Environmental Services (USES) Meraux, LA	(888) 279-9930* (504) 279-9934 (504) 279-7756 Fax	
NON USCG CLASSIFIED OSRO		
Belfor Environmental	(800) 930-0011	
Center for Toxicology and Environmental Health, LLC (CTEH)	(501) 801-8500 Office (866) 869-2834 24 Hour	
C-K Associates, LLC	225 755-1000 (office) 225 751-2010 (fax) 225 252-6526 (cell)	
Edwards Jet Center	866-353-8245	
EnviroCare	(801) 951-1097	
Fremont Environmental Inc.	(970) 663-2301 (b) (6) [REDACTED]	

Montana/Wyoming Coop.	(406) 628-5210 (406) 628-5240 (406) 628-5390 (fax)	
O'Briens Response Management	(985) 781-0804*	
Oilind Safety	307-347-4293	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
NON USCG CLASSIFIED OSRO		
Onsite Safety	307-347-4293	
RMEC Environmental Inc.	801-467-3661 After Hours 801-979-7632 After Hours 801-706-7632 After Hours 801-599-3714	
Southwest WY Coop		
TDS Collections, Inc. (TDS Environmental Service)	(307) 532-7515 (307) 532-3467 (fax)	
Worley Catastrophe Response	(888) 887-8070 (office) (b) (6) (b) (6) (866) 753-3619 (claims)	
Contract Spill Management Technical Advisors		
Centers for Toxicology and Environmental Health, LLC	(866) 869-2834* Emergency Response	
Neighboring Facilities		
Burlington Northern Santa Fe Railroad	(800) 832-5452	

Colorado - Union Pacific Control Room	(800) 832-5452	
Exxon Mobil Shute Creek Facility	307-276-6249 307-276-6281	
FMC Granger	307-872-2541	
FMC Westvaco	307-872-2382 307-872-2447	
Fontenelle Reservoir - BOR	307-877-3561 307-727-7661	
Gaensslen Ranch Subdivision Grounds	307-389-3328 480-308-9870	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
Neighboring Facilities		
General Chemical Corp. Green River Soda Ash Operations	307-872-3621	
Jamestown Rio-Vista W&S District	307-875-9132	
Jim Bridger Power Plant	307-352-4240 307-352-4226	
OCI Wyoming, L.P.	307-872-7117	
Rock Springs / Green River Joint Powers Water Board	307-875-4317 ext. 266 307-870-4328	
Rolling Green Country Club	307-875-6200 307-875-3218	
Seedskaadee NWR	307-875-2187 ext. 18	
Simplot Phosphates, LLC	307-382-1400	

Solvay Chemicals	307-872-6688	PHMSA 000125459
Town of Granger	307-520-8263	
Service Providers		
Belfor Environmental Services, Inc.	(800) 930-0011*	
TW Company	(801) 299-1900 (801) 299-1949 (fax)	
Waste Management		
Calpet, LLC. - North of Labarge, WY	(307) 789-7585	

FIGURE 3.1-5 - EXTERNAL 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
Recommended		
Waste Management		
Clean Harbors - Grassy Mountain, UT	(435) 884-8900	
Freemont Environmental, Inc.	(970) 663-2301 (b) (6)	
Sweetwater County Landfill - Sweetwater County, WY	(307) 352-6877	
Torrington Disposal Services - Torrington, WY	(307) 532-7515	
Washaki Sanitary Landfill District 1 - Worland, WY	(307) 347-3846	
Wildlife Rehabilitation		
International Bird and Rescue Research Center	(707) 207-0380 (310) 514-2573 (888) 447-1743 (rpt a spill)	

FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Colorado Dept. of Health ,	Notify verbally of any amount spilled which entered or threatens to enter soil or state waters.
Rocky Mountain Crude Zone	

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Colorado Public Utilities Commission Office Level 2, 1580 Logan St. Denver, CO 80203	Notify verbally if the spill was transportation-related. Written notification is required within 15 days.
Rocky Mountain Crude Zone	

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Colorado State Patrol Homeland Security Section ,	Notify verbally of any amount spilled which entered or threatens to enter soil or state waters.
Rocky Mountain Crude Zone	

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Local Air Pollution Control District (Utah) ,	Notify if the spill is likely to cause excess air emissions.
Rocky Mountain Crude Zone	

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Local Air Pollution Control District (Wyoming) ,	Notify if the spill is likely to cause excess air emissions.
Rocky Mountain Crude Zone	

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Montana Disaster & Emergency Services	PHMSA 000125461 Notify verbally of any amount spilled which enters or threatens to enter state waters, any tank which overflows > 50 bbl, a spill > 10 bbl crude oil, or transportation-related spill. A transportation-related spill includes spills during loading/unloading, rail, highway.

Rocky Mountain Crude Zone

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
National Response Center (NRC) c/o United States Coast Guard (CG-5335) - Stop 7581 2100 2nd Street, SW Washington, D.C. 20593-0001	<p>Notification Conditions:</p> <ul style="list-style-type: none"> - Explosion or Fire \geq 5 gallons - Any release in water - Any release > 5 barrels related to maintenance activities - Damage \geq \$50,000 - Death - Injury requiring hospitalization - Any release that the operator deems significant <p>Notify ASAP for all Reportable Quantities (RQs). The NRC must be notified of any spill on land that threatens navigable waters.</p> <p>The NRC is then responsible for notifying other federal agencies. A report must then be filed with the EPA. Reports must include the following:</p> <ol style="list-style-type: none"> a. Name and address of the operator. b. Name and telephone number of report. c. Location of the failure. d. Time of the failure. e. Fatalities and personal injuries, if any. f. All other significant facts known by the operator that are relevant to the cause of the failure or extent of the damages. <p>24-Hour Phone Number: 1-800-424-8802</p>

Rocky Mountain Crude Zone

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FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Utah Dept. of Environmental Quality (DEQ), Division of Environmental Response & Remediation	Notify verbally for any amount spilled to land. Written notification as advised.

Rocky Mountain Crude Zone

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PHMSA 000125462
FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Utah Dept. of Environmental Quality (DEQ), Division of Water Quality	Notify verbally for any amount spilled to water. Written notification as advised.
Rocky Mountain Crude Zone Page 3 - 48	

FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Utah Division of Oil & Gas Mining	Notify verbally if the spill is greater than 10 bbls. Written notification is required within 5 days.
Rocky Mountain Crude Zone Page 3 - 49	

FIGURE 3.1-6 - REPORTING REQUIREMENTS

AGENCY / ADDRESS	DESCRIPTION
Wyoming Dept. of Environmental Quality (WY DEQ) Herschler Bldg., 4th West Cheyenne, WY 82002	Notify verbally if the spill is greater than 10 bbls, if it entered or threatened to enter the waters of the state, or if it is transportation-related. A written response is required within 7 days.

SECTION 4

Last Revised: May 2008

RESPONSE TEAM ORGANIZATION

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4.1 Description4.2 Activation Procedures4.3 Team Member Response Times4.4 Incident Command System / Unified Command4.5 Qualified Individual (QI)

Figure 4.5-1 - Emergency Management Team (EMT) Organization Chart

4.6 Emergency Management Team (EMT) Job Descriptions and Guidelines

4.1 DESCRIPTION

The Company has developed its emergency response organization around the Incident Command System (ICS), which provides the structure for effective management of response resources. The Emergency Management Team (EMT) has been created and organized to plan for and manage oil spills and other emergencies.

The Company utilizes a Division Response Team (DRT) to staff ICS positions during emergencies that exceed the capabilities of the on-site Emergency Management Team. The DRT provides enhanced assimilation with the Unified Command System during significant emergencies. Personnel from the DRT are trained to address Planning, Logistics, Administration/Finance, Information, and Liaison roles.

Job descriptions for each EMT member are provided in **SECTION 4.6**. The EMT will train by participating in exercises as noted in **APPENDIX A**. Refer to **FIGURE 3.1-1** for notification procedures.

4.2 ACTIVATION PROCEDURES

Following initial notification the IC may be able to respond without assistance from the EMT. If the situation requires more resources, additional personnel or management support may be requested from the EMT.

In the case of a larger emergency, the DRT would be activated by the QI requesting additional resources through the Division Manager. The Division Manager would activate the DRT to the incident. Depending on the size of the event, the Division Manager may request assistance from corporate personnel to provide additional resources, as needed.

4.3 TEAM MEMBER RESPONSE TIMES

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

4.4 INCIDENT COMMAND SYSTEM / UNIFIED COMMAND

The Incident Command System (ICS) will be used by the Company EMT for spill response. The EMT organization chart is provided in **FIGURE 4.5-1**. The organization can be expanded or contracted as necessary. If an OSRO or other contractor is used to staff ICS positions for the Spill Management Team, the commitment will be specified in writing.

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

- Federal On-Scene Coordinator (FOSC)
- State On-Scene Coordinator (SOSC)
- Company Incident Commander

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

4.5 QUALIFIED INDIVIDUAL (QI)

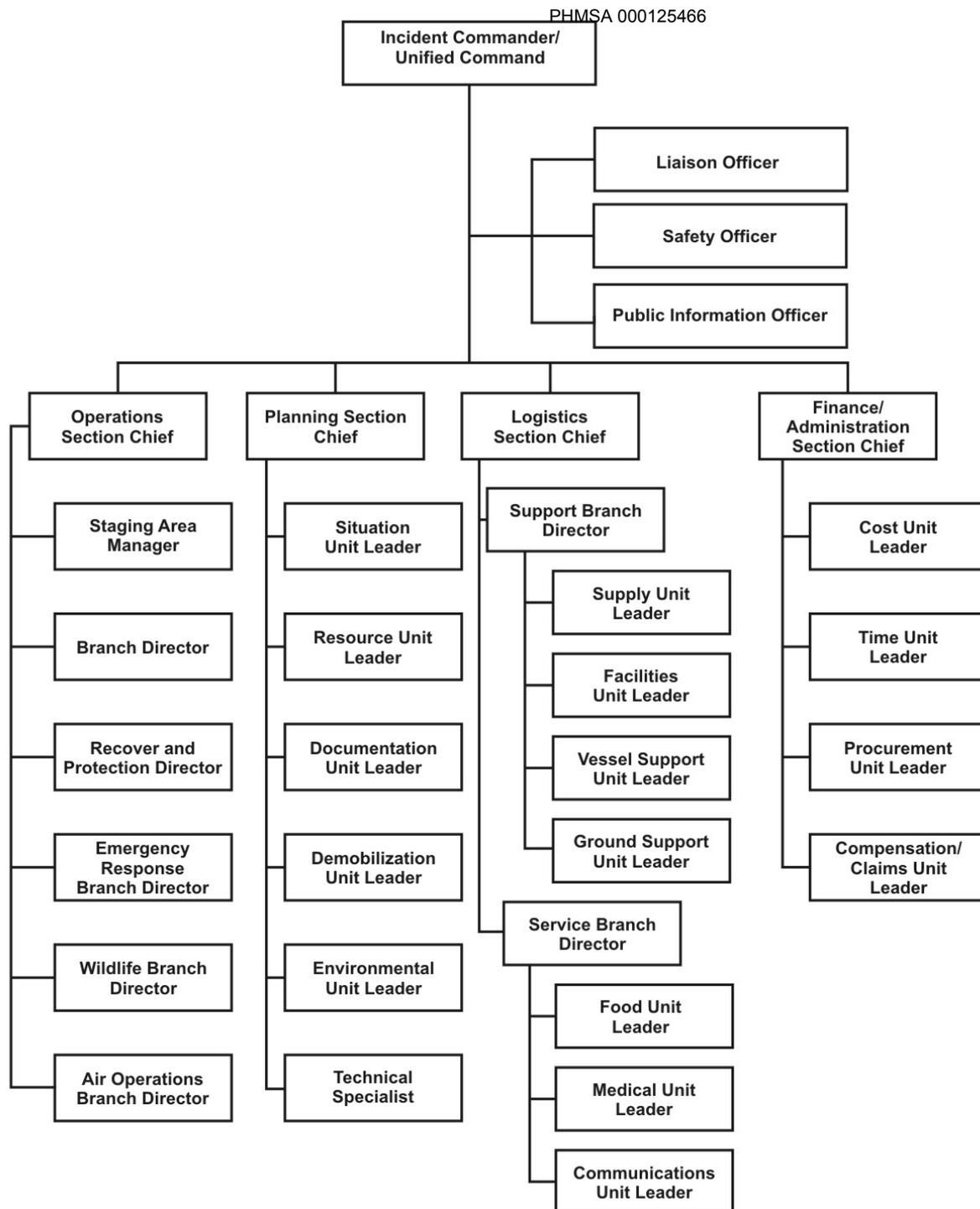
The Qualified Individual (QI) or alternate is an English-speaking representative, available on a 24-hour basis, and trained in the responsibilities outlined in this section. The QI has the following responsibilities and authorities as required by the Oil Pollution Act of 1990 (OPA 90):

- The Qualified Individual (QI) is granted full authority to implement the Facility Response Plan (FRP).
- Activate internal alarm and hazard communication systems to notify all appropriate personnel.
- Notify all response personnel and contractors (as needed).
- Identify the 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.
- Assess and implement prompt removal actions.
- Coordinate rescue and response actions.
- Access Company funds to initiate cleanup activities.
- Direct cleanup activities until properly relieved of the responsibility or the incident is terminated.

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

FIGURE 4.5-1 - EMERGENCY MANAGEMENT TEAM (EMT) ORGANIZATION CHART

[\(Click here for larger view\)](#)



4.6 EMERGENCY MANAGEMENT TEAM (EMT) JOB DESCRIPTIONS AND GUIDELINES

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

- Incident Commander
- Safety Officer
- Operations Chief

- Planning Chief
- Logistics Chief
- Finance Chief
- Public Information Officer
- Liaison Officer

INCIDENT COMMANDER

The Incident Commander (IC) manages all activities related to an emergency response and acts as Qualified Individual (QI). As such, the Incident Commander needs to be familiar with the contents of the Facility Response Plan (FRP), Oil Spill Response Plan (OSRP), Emergency Response Action Plan (ERAP), and the Spill Prevention Control and Countermeasure Plan (SPCC). The Incident Commander (IC) must also be familiar with the operation of the Incident Command System (ICS) and the Unified Command Structure (UCS).

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**.

Responsibilities:

- Maintain Activity Log.
- Establish Incident Command/Unified Command Post.
- Activate necessary section(s) of the Incident Command System (ICS) to deal with the emergency. Fill out the appropriate section(s) of the Incident Command organization chart and post it at the Incident Command Center.
- Develop goals and objectives for response.
- Work with Safety Officer and Planning Section Chief to develop a Site Safety Plan (SSP).
- Approve, authorize, and distribute Incident Action Plan (IAP) and SSP.
- Conduct planning meetings and briefings with the section chiefs.
- As Qualified Individual coordinate actions with Federal On-Scene Coordinator (FOSC) and State On-Scene Coordinator (SOSC).
- In a multi-jurisdictional response, ensure that all agencies are represented in the ICS.
- Coordinate and approve media information releases with the FOSC, SOSC, and Public Information Officer (PIO).
- Keep management informed of developments and progress.
-

Authorize demobilization of resources as they are no longer needed.

- Complete Standard Incident Debriefing Form (**FIGURE 8.3-1**).

SAFETY OFFICER

The Safety Officer is responsible for assessing and monitoring hazardous and unsafe situations at the emergency response site(s). The Safety Officer must develop measures that assure the safety of the public and response personnel. This involves maintaining an awareness of active and developing situations, ensuring the preparation and implementation of the Site Safety Plan (SSP) and assessing safety issues related to the Incident Action Plans (IAP).

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from Incident Commander (IC).
- Develop, implement, and disseminate SSP with IC and section chiefs.
- Participate in planning meetings and briefings.
- Establish safety staff if necessary.
- Identify emergency contact numbers. Fill out emergency contact chart and post in the Incident Command Center.
- Conduct safety briefings with all emergency responders.
- Investigate accidents that have occurred during emergency response.
- Ensure proper hazard zones are established.
- Ensure all emergency responders have appropriate level of training.
- Ensure proper Personal Protective Equipment (PPE) is available and used.
- Advise Security/Medical Group Leader concerning PPE requirements.
- Ensure emergency alarms/warning systems are in place as needed.
- Participate in Post Incident Review (**SECTION 8.3**).

OPERATIONS CHIEF

The Operations Chief is responsible for the management of all operations applicable to the field response and site restoration activities. Operations directs field activities based on the Incident Action Plan (IAP) and Site Safety Plan (SSP).

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from Incident Commander (IC).
- Participate in Incident Command planning meetings and briefings.
- Conduct planning meetings and briefings for Operations Section.

- Develop operations portion of IAP. PHMSA 000125469
- Supervise the implementation of the IAP.
- Make or approve expedient changes to the IAP.
- Request resources needed to implement IAP.
- Approve list of resources to be released.
- Ensure safe tactical operations.
- Establish a staging area for personnel and equipment.
- Confirm first responder actions.
- Confirm the completion of rescue/evacuation and administering of first aid.
- Confirm site perimeters have been established.
- Coordinate activities of public safety responders, contractors, and mutual assistance organizations.
- Participate in Post Incident Review (**SECTION 8.3**).

PLANNING CHIEF

The Planning Chief is responsible for collecting, evaluating, and disseminating information related to the current and future events of the response effort. The Planning Chief must understand the current situation; predict the future course of events; predict future needs; develop response and cleanup strategies; and review the incident once complete.

The Planning Chief must coordinate activities with the Incident Commander (IC) and other Chiefs to ensure that current and future needs are appropriately handled.

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from the IC.
- Establish and maintain communication with IC and other Section Chiefs.
- Advise IC on any significant changes of incident status.
- Conduct planning meetings and briefings for Planning section.
- Coordinate and provide input to the preparation of the Incident Action Plan (IAP).
- Participate in Incident Command planning meetings and briefings.
- In a multi-jurisdictional response, ensure that all agencies are represented in the Planning Section.
- Coordinate future needs for the emergency response.
- Determine response personnel needs.
- Determine personnel needs and request personnel for Planning section.
- Assign technical specialists (archaeologists, historians, biologists, etc.) where needed.
- Collect and analyze information on the situation.

- Assemble information on alternative response and cleanup strategies.
- Ensure situation status unit has a current organization chart of the Incident Command Organization.
- Provide periodic spill movement/migration prediction.
- Participate in Post Incident Review (**SECTION 8.3**).

LOGISTICS CHIEF

The Logistics Chief is responsible for procuring facilities, services, and material in support of the emergency response effort.

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from the Incident Commander (IC).
- Participate in Incident Command planning meetings and briefings.
- Conduct planning meetings and briefings for Logistics section.
- Participate in the preparation of the Incident Action Plan (IAP).
- Identify service and support requirements for planned operations.
- Identify sources of supply for identified and potential needs.
- Advise IC on current service and support requirements.
- Procure needed materials, equipment and services from sources by means consistent with the timing requirements of the IAP and Operations.
- Ensure all purchases are documented.
- Participate in Post Incident Review (**SECTION 8.3**).

FINANCE CHIEF

The Finance Chief is responsible for accounting, legal, right-of-way and risk management functions that support the emergency response effort. In this role, the primary responsibility is supporting the Command Staff and Logistics Section matters pertaining to expenses during and following the emergency response.

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from Incident Commander (IC).
- Participate in Incident Command planning meetings and briefings.
- Conduct planning meetings and briefings for Finance section.
- Participate in preparation of the Incident Action Plan (IAP).
- Participate in planning meetings.

- Participate in Unified Command System (UCS) as incident warrants.
- Request assistance of corporate accounting, legal, right-of-way or risk management as needed.
- Assist with contracting administration.
- Participate in Post Incident Review (**SECTION 8.3**).

PUBLIC INFORMATION OFFICER

The Public Information Officer (PIO) provides critical contact between the media/public and the emergency responders. The PIO is responsible for developing and releasing information about the incident to the news media, incident personnel, appropriate agencies and public. When the response is multi-jurisdictional (involves the federal and state agencies), the PIO must coordinate gathering and releasing information with these agencies.

The PIO needs to communicate that the Company is conducting an effective response to the emergency. The PIO is responsible for communicating the needs and concerns of the public to the Incident Commander (IC).

Responsibilities:

- Maintain Activity Log.
- Obtain briefing from IC.
- Participate in all planning meetings and briefings.
- Obtain outside information that may be useful to incident planning.
- Develop goals and objectives regarding public information.
- Arrange for necessary workspace, materials, telephones and staffing for Joint Information Center (JIC).
- Establish a PIC, ensuring all appropriate agencies participate.
- Provide a single point of media contact for the IC.
- Coordinate media access to the response site as approved by the IC.
- Obtain approval for release of information from the IC.
- Arrange for meetings between media and emergency responders.
- Maintain list of all media present.
- Participate in Post Incident Review (**SECTION 8.3**)

LIAISON OFFICER

If a Unified Command Structure is not established, a Liaison Officer is appointed as the point of contact for personnel assigned to the incident from assisting or cooperating agencies.

Responsibilities:

- Maintain Activity Log.

- Obtain briefing from Incident Commander (IC).
- Participate in planning meetings and briefings.
- Identify and maintain communications link with agency representatives, assisting, and coordinating agencies.
- Identify current or potential inter-organizational issues and advise IC as appropriate.
- Coordinate with Legal Group Leader and Public Information Officer (PIO) regarding information and documents released to government agencies.
- Participate in Post Incident Review (**SECTION 8.3**).

SECTION 5
INCIDENT PLANNING

Last Revised: May 2008

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5.1 Documentation Procedures

5.2 Incident Action Plan Process and Meetings

Figure 5.2-1 Operational Period Planning Cycle

5.2.1 Incident Occurs / Notifications

5.2.2 Initial Response and Assessment

5.2.3 Unified Command Objectives Meeting

5.2.4 Tactics Meeting

5.2.5 Planning Meeting

5.2.6 Incident Action Plan (IAP) Preparation and Approval

5.2.7 Operations Briefing

5.2.8 Assess Progress

5.2.9 Initial Unified Command Meeting

5.2.10 Command Staff Meeting

5.2.11 Command and General Staff Breakfast / Supper

5.2.12 Business Management Meeting

5.2.13 Agency Representative Meeting

5.2.14 News Briefing

SECTION 5 INCIDENT PLANNING, CONTINUED

5.3 ICS Forms

5.3.1 Incident Briefing ICS 201-OS

5.3.2 Incident Action Plan (IAP) Cover Sheet

5.3.3 Incident Objectives ICS 202-OS

5.3.4 Organization Assignment List ICS 203-OS

5.3.5 Assignment List ICS 204-OS

5.3.6 Communications Plan ICS 205-OS

5.3.7 Medical Plan ICS 206-OS

5.3.8 Incident Status Summary ICS 209-OS

5.3.9 Unit Log ICS 214-OS

5.3.10 Individual Log ICS 214a-OS

5.4 Site Safety and Health Plan

5.5 Decontamination Plan

5.6 Disposal Plan

5.7 Incident Security Plan

5.8 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 cleanup 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, and
- Copies of all logs, contracts, contacts, and plans prepared for the incident.

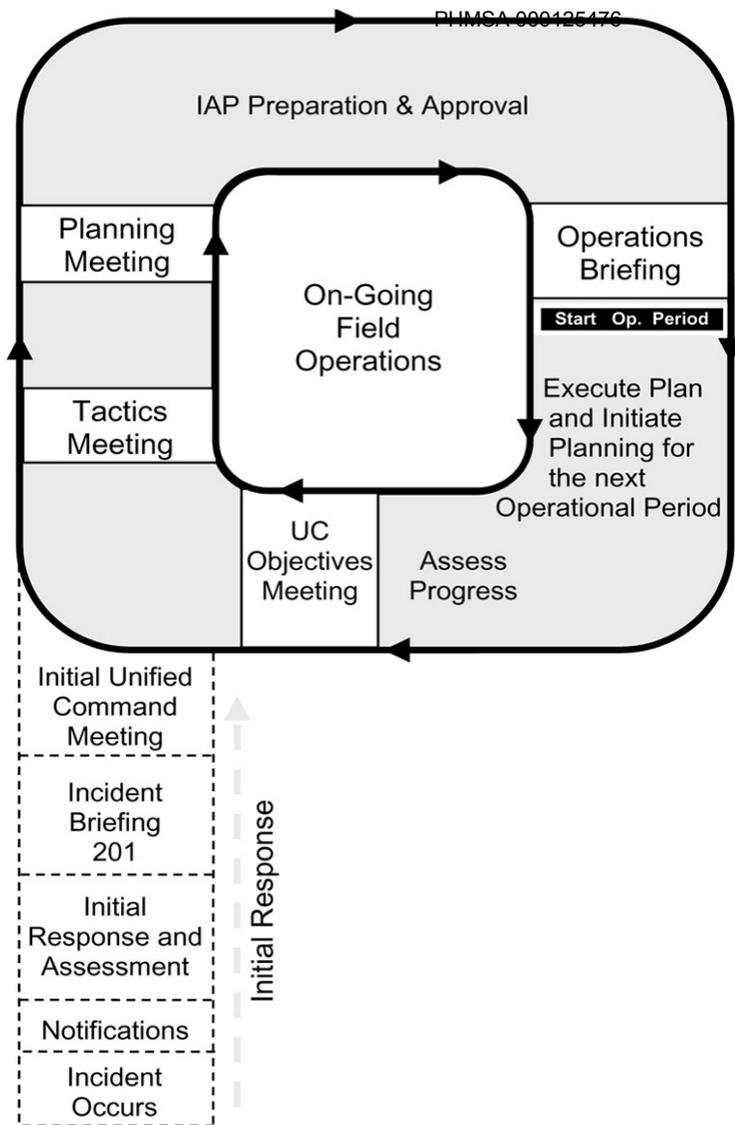
5.2 INCIDENT ACTION PLAN PROCESS AND MEETINGS

The period of INITIAL RESPONSE AND ASSESSMENT occurs in all incidents. Short-term responses (small in scope and/or duration, e.g., few resources working one operational period) often can be coordinated using only ICS 201 Briefings.

Longer-term, more complex responses, will likely require a dedicated Planning Section Chief (PSC) who must arrange for transition into the OPERATIONAL PERIOD PLANNING CYCLE. Certain meetings, briefings, and information-gathering during the Cycle lead to the Incident Action Plan (IAP) that guides operations of the next operational period. Only the meetings and events directly relevant to assembling the IAP are described. The IC/UC specifies the operational periods (e.g., 12-hour shifts, sunrise to sunset, 24-hour shifts etc.).

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

FIGURE 5.2-1 OPERATIONAL PERIOD PLANNING CYCLE



5.2.1 Incident Occurs / Notifications

When an incident occurs, notifications will be made to the appropriate Federal, State, and Local agencies and the initial assessment and response actions will begin.

5.2.2 Initial Response and Assessment

INCIDENT BRIEFING (ICS 201)

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

When: New IC/UC; staff briefing, as required

Briefer: Current IC/UC

Attendees: Prospective IC/UC; Command, and General Staff, as required

Agenda: Using ICS 201 as an outline, included: PHMSA 000125477

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

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

5.2.3 Unified Command Objectives Meeting

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

When: Prior to Tactics Meeting

Facilitator: UC Member

Attendees: UC Members; Command and General Staff, as appropriate

Agenda:

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

5.2.4 Tactics Meeting

This 30-45 minute meeting creates the blueprint for tactical deployment during the next operational period. In preparation for the Tactics Meeting, the Planning Section Chief and Operations Section Chief review the current IAP and situation status information, as provided through the Situation Unit, to assess work progress against IAP objectives. The Operations Section Chief/Planning Section Chief will jointly develop primary and alternate strategies to meet objectives for consideration at the next Planning Meeting.

When: Prior to Planning Meeting

Facilitator: Planning Section Chief

Attendees: Planning Section Chief, Operations Section Chief, Logistics Section Chief, Resources Unit Leader, Situation Unit Leader, and Environmental Unit Leader

Agenda:

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

5.2.5 Planning Meeting

This meeting defines incident objectives, strategies, and tactics and identifies resource needs for the next operational period. Depending on incident complexity, this meeting should last no

longer than 45 minutes. This meeting fine-tunes objectives and priorities, identifies and solves problems, and defines work assignments and responsibilities on a completed ICS Form 215 (Operations Planning Worksheet). Meeting preparations include conducting a Tactics Meeting. Displays in the meeting room should include Objectives (ICS 202) for the next operational period, large sketch maps or charts clearly dated and timed, poster-size Operational Planning Worksheet (ICS 215), current resource inventory prepared by Resources Unit, and current situation status displays prepared by Situation Unit. After the meeting, the ICS 215 is used by the Logistics Section Chief to prepare the off-incident tactical and logistical resource orders, and used by Planning Section Chief to develop IAP assignment lists.

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

Agenda:

5.2.5 Planning Meeting, Continued

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

5.2.6 Incident Action Plan (IAP) Preparation and Approval

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

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

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

Optional Components (use as pertinent):

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

5.2.7 Operations Briefing

This less-than-30-minute meeting conveys the IAP for the oncoming shift to the response organization. After this meeting, off-going field supervisors should be interviewed by their reliefs and by Operations Section Chief in order to further confirm or adjust the course of the new shift's IAP. Shifts in tactics may be made by the operations section supervisors. Similarly, a supervisor may reallocate resources within a division or group to adapt to changing conditions.

When: About an hour prior to each shift

Facilitator: Planning Section Chief

Attendees: IC/UC, Command Staff, General Staff, Branch Directors, Division/Group Supervisors, Task Force/Strike Team Leaders (if possible), Unit Leaders, others as appropriate.

Agenda:		Responsible to Present
1.	Review of IC/UC Objectives, changes to IAP.	[Planning Section Chief]
2.	Current response actions and last shift's accomplishments.	[Operations Section Chief]
3.	Weather and sea conditions forecast.	[Situation Unit Leader]
4.	Division/Group and air operations assignment.	[Operations Section Chief]
5.	Trajectory analysis.	[Situation Unit Leader]
6.	Transport, communications, supply updates.	[Logistics Section Chief]
7.	Safety message.	[Safety Officer]
8.	Financial report.	[Finance/Administration Section Chief]

9.	News Media report.	PHMISA 000125480 [Public Information Officer]
10.	Assisting/cooperating organization/agency reports of concern.	[Liaison Officer]
11.	Incident Action Plan endorsement and motivational remarks.	[IC/UC]

5.2.8 Assess Progress

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

SPECIAL PURPOSE MEETINGS

5.2.9 Initial Unified Command Meeting

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

5.2.9 Initial Unified Command Meeting, Continued

When: When UC is formed, prior to the first operational period Planning Meeting

Facilitator: UC member

Attendees: Only ICs who will comprise UC

Agenda:

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

5.2.10 Command Staff Meeting

Coordinate Command Staff functions, responsibilities and objectives. It is scheduled as necessary by the IC/UC. Command Staff (IC/UC, Safety Officer, Liaison Officer, Public Information Officer) attend.

5.2.11 Command and General Staff Breakfast / Supper

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

5.2.12 Business Management Meeting

This under-30-minute meeting is for participants to develop and update the operating plan for finance and logistics support. The agenda could include: finance requirements and criteria imposed by contributing organizations, business operating plan for resource procurement and incident funding, cost analysis and financial summary data. Attendees include: Finance/Administration Section Chief, Cost Unit Leader, Logistics Section Chief, Supply Unit Leader, Demobilization Unit Leader. It is generally conducted before the PLANNING MEETING.

5.2.13 Agency Representative Meeting

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

5.2.14 News Briefing

To brief the news media and public on the most current and accurate incident facts. Set up by the Public Information Officer, moderated by an appropriate representative, and featuring selected spokespersons. Spokespersons should be prepared by the Public Information Officer to address anticipated issues. The briefing should be well planned, organized, and scheduled to meet the media's needs.

5.3 ICS FORMS

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

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

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

- **INCIDENT ACTION PLAN**

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

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

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

For use in presenting initial information, signature approval, and table of contents

of forms contained in the IAP.

PHMSA 000125482

- **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.

- **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.

- **COMMUNICATIONS PLAN - 205**

Is used to provide, in location, information on all radio frequency assignments down to Division/Group level for each operation period. Refer to **SECTION 7.1.6**.

- **MEDICAL PLAN - ICS 206**

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

5.3 ICS FORMS, CONTINUED

All ICS Forms are available electronically via the Forms Navigator.

- **INCIDENT STATUS SUMMARY - ICS 209**

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

- **UNIT LOG - ICS 214**

Used to log activities for an entire unit.

- **INDIVIDUAL LOG - ICS 214a**

Used to log activities for an individual.

5.3.1 Incident Briefing ICS 201-OS

1. Incident Name	2. Prepared By: (name)	INCIDENT BRIEFING
------------------	------------------------	-------------------

Date:

Time:

3. Map/Sketch

(Include maps drawn here or attached, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines or other graphics depicting situational and response status)

INCIDENT BRIEFING

March, 2000

ICS 201-OS (pg 1 of 4)

5.3.1 Incident Briefing ICS 201-OS, Continued

1. Incident Name

2. Prepared By: (name)

INCIDENT BRIEFING

ICS 201-OS

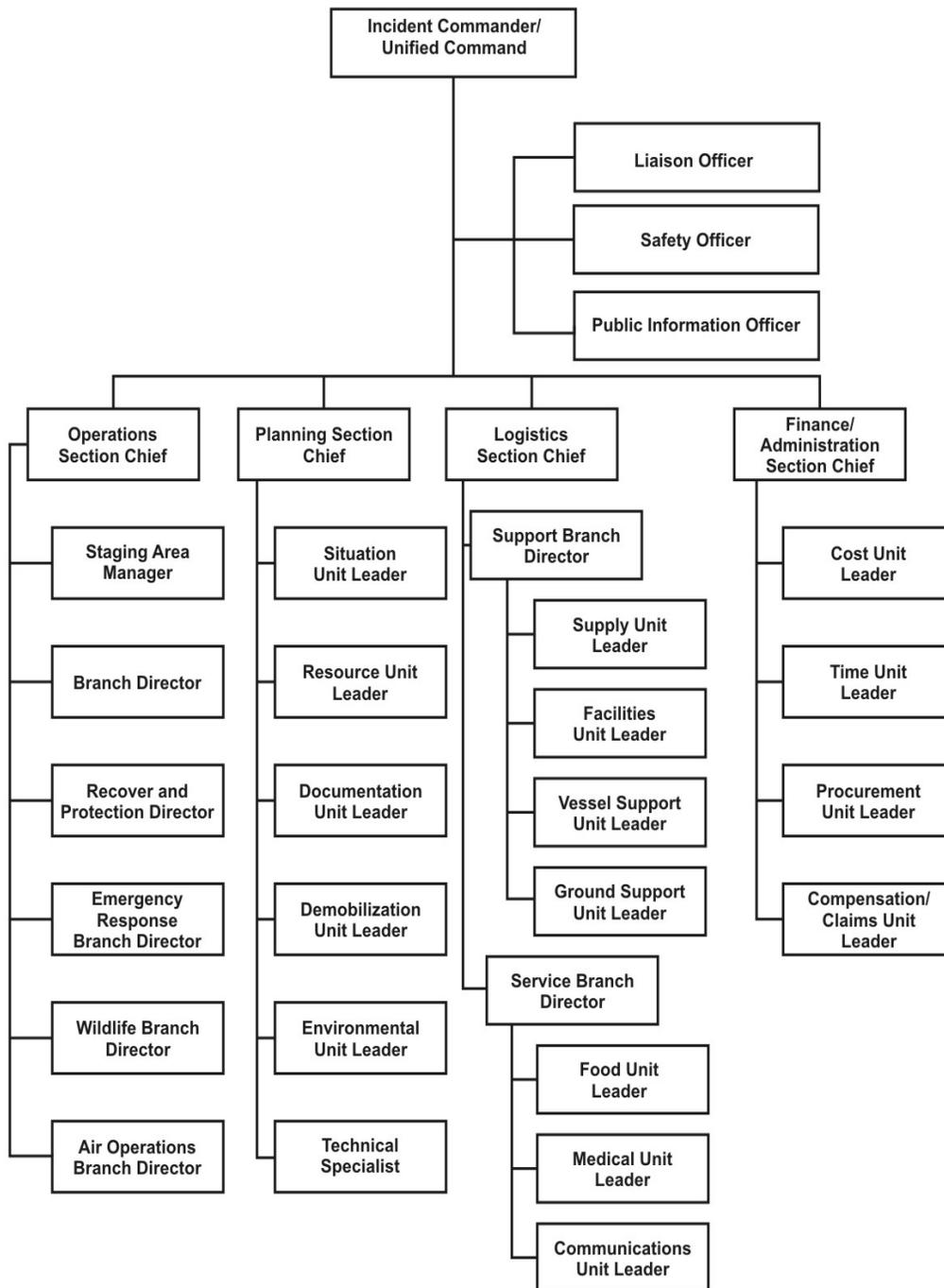
Date:

Time:

5.3.1 Incident Briefing ICS 201-OS, Continued

1. Incident Name	2. Prepared By: (name)	INCIDENT BRIEFING ICS 201-OS
	Date: Time:	

6. Current Organization



				PHMISA 000125487
INCIDENT BRIEFING		March, 2000		ICS 201-OS (pg 4 of 4)

5.3.2 Incident Action Plan (IAP) Cover Sheet

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

5.3.4 Organization Assignment List ICS 203-OS

1. Incident Name		2. Operational Period (Date/Time) From: To:		ORGANIZATION ASSIGNMENT LIST ICS 203-OS	
3. Incident Commander and Staff				7. Operations Section	
		Primary	Deputy	Chief	
Federal:				Deputy	
State:				a. Branch I - Division/Groups	
IC:				Branch Director	
Safety Officer :				Deputy	
Public				Division / Group	
Information				Division / Group	
Officer:				Division / Group	
Liaison Officer:				Division / Group	
4. Agency Representatives				Division / Group	
Agency		Name		b. Branch II - Division/Groups	
				Branch Director	
				Deputy	
				Division / Group	
				Division / Group	
				Division / Group	
				Division / Group	
5. Planning Section				c. Branch III - Division/Groups	
Chief				Branch Director	
Deputy				Deputy	
Resources Unit				Division / Group	
Situation Unit				Division / Group	
Environmental Unit				Division / Group	
Documentation Unit				Division / Group	
Demobilization Unit				Division / Group	
Technical Specialists				Division / Group	
6. Logistics Section				d. Air Operations Branch	
Chief				Air Operations Br. Dir.	
Deputy				Air Tactical Supervisor	
Time Unit				Air Support Supervisor	
Procurement Unit				Helicopter Coordinator	
Compensation Unit				Fixed-wing Coordinator	
Cost Unit				8. Finance Section	
a. Support Branch				Chief	
Director					
Supply Unit					

Facilities Unit		PHMSA 000125490 Deputy	
Transportation Unit		Time Unit	
Vessel Support Unit		Procurement Unit	
Ground Support Unit		Compensation Unit	
b. Service Branch		Cost Unit	
Director			
Communications Unit			
Medical Unit			
Food Unit			

9. Prepared by: (Resources Unit)	Date/Time
ORGANIZATION	March, 2000
ASSIGNMENT LIST	ICS 203-OS

5.3.5 Assignment List ICS 204-OS

1. Incident Name	2. Operational Period (Date/Time)		ASSIGNMENT LIST	
	From:	To:	ICS 204-OS	
3. Branch		4. Division/Group		
5. Operations Personnel	Name	Affiliation	Contact # (s)	
Operations Section Chief:				
Branch Director:				
Division/Croup 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				

PHMSA 000125497	
7. Prepared by:	Date / Time
INDIVIDUAL LOG	June 2000
	ICS 214a-OS

5.4 SITE SAFETY AND HEALTH PLAN

SITE ENTRY PLAN

INCIDENT:	
Name of Incident:	
Report Number:	Date Prepared:
Federal Representative:	Date/Time:
State Representative:	Date/Time:
Plains Representative:	Date/Time:
PRODUCT RELEASED:	
<input type="checkbox"/> Sweet Crude <input type="checkbox"/> Sour <input type="checkbox"/> Other:	
MSDS On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No #:	
PERSONNEL PROTECTIVE EQUIPMENT REQUIRED:	
<input type="checkbox"/> Hard Hat <input type="checkbox"/> Gloves <input type="checkbox"/> Safety Shoes <input type="checkbox"/> Rubber <input type="checkbox"/> Glasses <input type="checkbox"/> Goggles	
Respiratory:	
Self-Contained: <input type="checkbox"/> Yes <input type="checkbox"/> No	Particle Mask: <input type="checkbox"/> Yes <input type="checkbox"/> No
Clothing:	
Chemical Resistant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Fire Retardant: <input type="checkbox"/> Yes <input type="checkbox"/> No
Remarks:	
ATMOSPHERIC CONDITIONS:	
<input type="checkbox"/> Rain <input type="checkbox"/> Showers <input type="checkbox"/> Dry <input type="checkbox"/> Cloudy <input type="checkbox"/> Clear <input type="checkbox"/> Dusty	
Wind Direction:	Velocity:
24-Hour Forecast:	
Fire Danger Present: <input type="checkbox"/> Yes <input type="checkbox"/> No	Fire Control On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
Remarks:	

SITE MONITORING: (Monitoring requirements to be reevaluated upon any change in conditions.) RHMSA 000125498						
Initial Monitoring Performed: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Additional Monitoring Required: <input type="checkbox"/> Continuously <input type="checkbox"/> Hourly <input type="checkbox"/> Every Two Hours <input type="checkbox"/> Every Four Hours <input type="checkbox"/> Every Eight Hours						
Monitor Readings:	Benzene:	PPM	H ₂ S:	PPM	O ₂ :	%
	LEL:	%	Other:			
Monitor Type:		Serial #:		Calibration Date:		
Remarks:						
PREPARED BY:			DATE/TIME:			

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SAFE WORK AND HEALTH PLAN

FACILITY/SYSTEM:					
Name of Facility/System:					
City:					
Street Address:					
Nearest Cross Street:					
Air Mile Marker:		Y-Map:		Station:	
Product Released:					
Estimated Initial Volume:					
Remarks:					
MANAGEMENT: (See organization chart for command structure and leader identification.)					
Incident Command System Implemented: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Communications Established: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Satellite: <input type="checkbox"/> Yes <input type="checkbox"/> No		Radio: <input type="checkbox"/> Yes <input type="checkbox"/> No		Phone: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Staging Area Identified: <input type="checkbox"/> Yes <input type="checkbox"/> No Location:					
Remarks:					

PHMSA 000125499

ENGINEERING CONTROLS:

Control Center Notified: <input type="checkbox"/> Yes <input type="checkbox"/> No	Upstream Valve #: <input type="checkbox"/> Open <input type="checkbox"/> Closed
-----------------------------------------------------------------------------------	---------------------------------------------------------------------------------

Site Area Structured: <input type="checkbox"/> Yes <input type="checkbox"/> No	Downstream Valve #: <input type="checkbox"/> Open <input type="checkbox"/> Closed
--------------------------------------------------------------------------------	-----------------------------------------------------------------------------------

Facility Shut Down: <input type="checkbox"/> Yes <input type="checkbox"/> No	Other:
------------------------------------------------------------------------------	--------

Remarks:

PREPARED BY:**DATE/TIME:**

Rocky Mountain Crude Zone

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5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED**SAFE WORK AND HEALTH PLAN****WATER AFFECTED:**

Product In Water: <input type="checkbox"/> Yes <input type="checkbox"/> No

<input type="checkbox"/> Creek	<input type="checkbox"/> River	<input type="checkbox"/> Ocean	<input type="checkbox"/> Bay	<input type="checkbox"/> Canal	<input type="checkbox"/> Tidelands
<input type="checkbox"/> Other:					

Remarks:

DESCRIPTION OF SITE AND TOPOGRAPHY:

<input type="checkbox"/> Mountains	<input type="checkbox"/> Brush	<input type="checkbox"/> Grass	<input type="checkbox"/> Farming	<input type="checkbox"/> Dry	<input type="checkbox"/> Foothills
<input type="checkbox"/> Forest	<input type="checkbox"/> Crops	<input type="checkbox"/> Level	<input type="checkbox"/> Wet	<input type="checkbox"/> Other:	

Remarks:

LAND USE:

<input type="checkbox"/> Public	<input type="checkbox"/> City	<input type="checkbox"/> Residential	<input type="checkbox"/> Industrial
<input type="checkbox"/> Private	<input type="checkbox"/> County	<input type="checkbox"/> Recreation	<input type="checkbox"/> Farming
<input type="checkbox"/> Federal	<input type="checkbox"/> State	<input type="checkbox"/> Other:	

Remarks:

PROPERTY DAMAGE:		
Owner Notified:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Crops Affected:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Crop Type:		
Area Damaged:		
Livestock:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number: _____ Type: _____
Structures:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes: <input type="checkbox"/> Commercial <input type="checkbox"/> Private
Remarks:		
PREPARED BY:		DATE/TIME:

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SITE WORK PLAN

Incident Commander:	Operations Chief:		
Safety Officer:	Planning Chief:		
SAFETY MEETING:			
<p><u>All personnel entering the response area will be required to produce HAZWOPER certification papers upon request.</u> Safety Officer will conduct a safety meeting with the work crews prior to their entering the job site to discuss all known hazards that may be encountered at the site location.</p> <p>FIRE DANGER – CONFINED SPACE – RESPIRATORY – MOVING EQUIPMENT</p> <p>Evacuation Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>The Safety Officer will prepare an evacuation plan, if needed. If product contains benzene insure adequate personnel protection in place.</p> <p>Other:</p>			
PRODUCT CONTAINMENT:			
Vaccum Trucks Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Trucks Ordered:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
Portable Pumps	<input type="checkbox"/>		

Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pumps Ordered:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
Portable Tanks Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Tanks Ordered:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
Remarks:			
EXCAVATION:			
Shoring Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sloping or Benching:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Excavation Permit On-Site:	<input type="checkbox"/> Yes <input type="checkbox"/> No	USA Alert Notice Sent:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Over 5' (CAOSHA Notified): (OSHA Trenching and Shoring) <input type="checkbox"/> Yes <input type="checkbox"/> No			
Competent Person On-Site:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name:	
Soil Classified:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Classification: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
Equipment Ordered:	<input type="checkbox"/> Back Hoe <input type="checkbox"/> Tracklayer <input type="checkbox"/> Excavator <input type="checkbox"/> Grader <input type="checkbox"/> 960 Loader	<input type="checkbox"/> Dragline <input type="checkbox"/> Dump Truck <input type="checkbox"/> Bottom Dump <input type="checkbox"/> Other:	
Remarks:			
Estimated Time to Excavate Site for Repair:			
PREPARED BY:		DATE/TIME:	

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SITE WORK PLAN

REPAIR:	
Pipe Replacement Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No (API 1104)	Full Sleeve Repair Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No (API 1104)
Rectifier Turned Off: <input type="checkbox"/> Yes <input type="checkbox"/> No	Hot Work Permit Issued: <input type="checkbox"/> Yes <input type="checkbox"/> No (PL)
Lock Out/Tag Out Done: <input type="checkbox"/> Yes <input type="checkbox"/> No (Safety Procedures Manual)	Weld Procedure On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No
Welders Test Papers On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name:

Tested Pipe Verification: <input type="checkbox"/> Yes <input type="checkbox"/> No	Test # MSA 000125502
Fire Watch Established: <input type="checkbox"/> Yes <input type="checkbox"/> No	Name:
Equipment/Materials: <input type="checkbox"/> Portable Welder <input type="checkbox"/> Nitrogen	<input type="checkbox"/> Hydro Crane <input type="checkbox"/> Fire Extinguishers
<input type="checkbox"/> Portable Lights	<input type="checkbox"/> Dry Ice <input type="checkbox"/> Radiographic Inspection
Remarks:	
Estimated Time to Complete Repair:	
SANITATION: (Note: Potable water may be obtained through vacuum truck service.)	
Employee Decontamination Facilities In Place:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Equipment Decontamination Area Established:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Decontamination Waste Fluid Containers On-Site:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Potable Water Available:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Portable Toilets & Washing Facilities On-Site:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Equipment Decontamination Area Established:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Remarks:	
Estimated Time to Set Sanitation Facilities:	
WASTE CONTAINMENT: (Note: Do not remove waste from site unless authorized by Environmental.)	
Contaminated Waste: <input type="checkbox"/> Soil	<input type="checkbox"/> Debris <input type="checkbox"/> Rags <input type="checkbox"/> Pads <input type="checkbox"/> Boom
Type of Containment Needed: Contain and cover contaminated soil with Visqueen if authorized - use HazWaste bins. For contaminated debris, rags, pads, and boom use D.O.T. 17 H Drums if over 4 cubic yards and materials are non-flammable use bins.	
Remarks:	
Estimated Time to Contain Contaminated Materials:	
PREPARED BY:	DATE/TIME:

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SITE WORK PLAN

SITE SKETCH:

NORTH

Remarks:

Total Estimated Time for Response Repair Completion:

Note: If total response repair time exceeds _____ hours, establish employee shifts of _____ hours each.

PREPARED BY:

DATE/TIME:

5.4 SITE SAFETY AND HEALTH PLAN, CONTINUED

SITE WORK PLAN

SITE EMERGENCY INFORMATION:

911:

Can 911 be used to request emergency medical, fire, or police help? Yes No

Local Ambulance Service:

Name:

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.

5.5 DECONTAMINATION PLAN, CONTINUED

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, 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.

5.5 DECONTAMINATION PLAN, CONTINUED

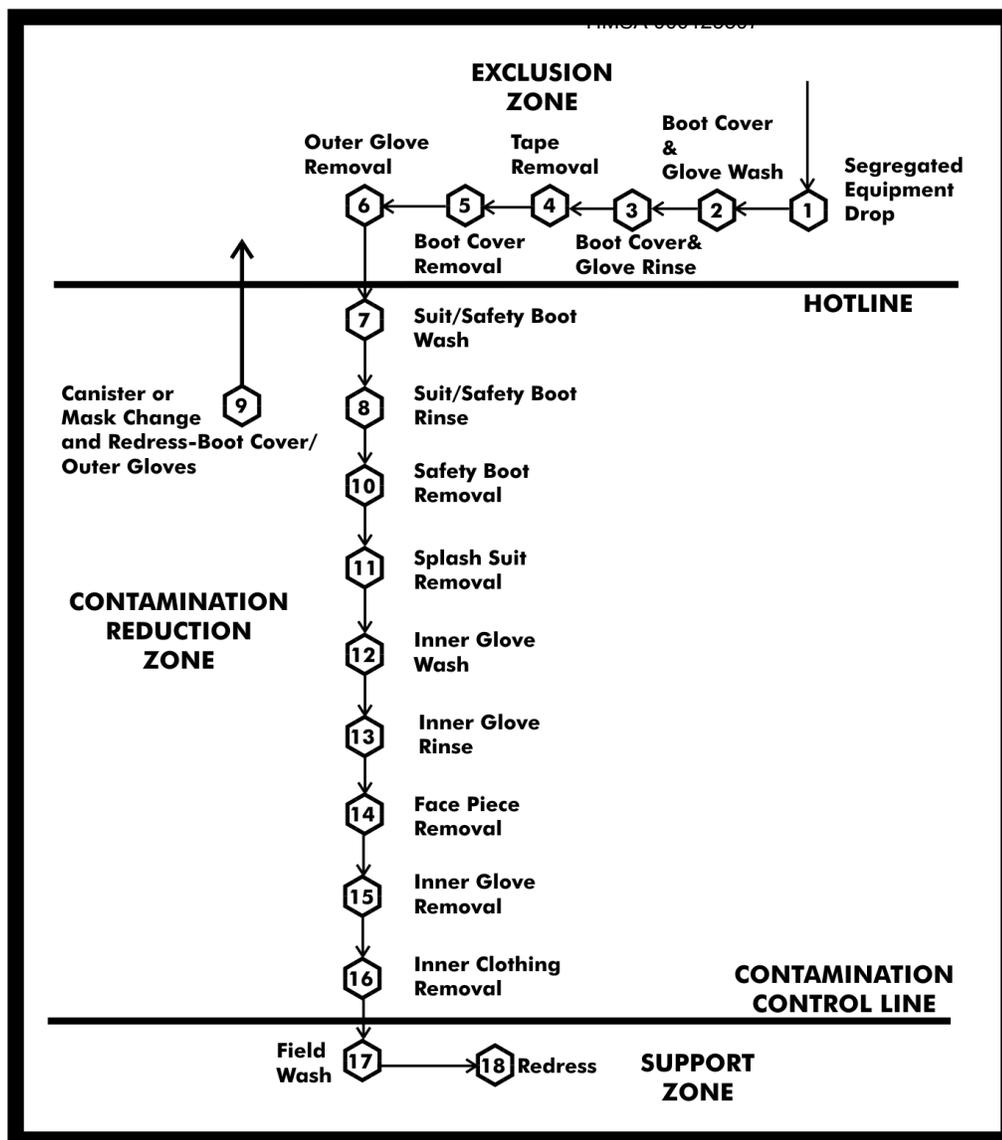
Procedures for these stations are as follows:

MAXIMUM MEASURES FOR DECONTAMINATION, CONTINUED

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.

5.5 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MAXIMUM DECONTAMINATION LAYOUT



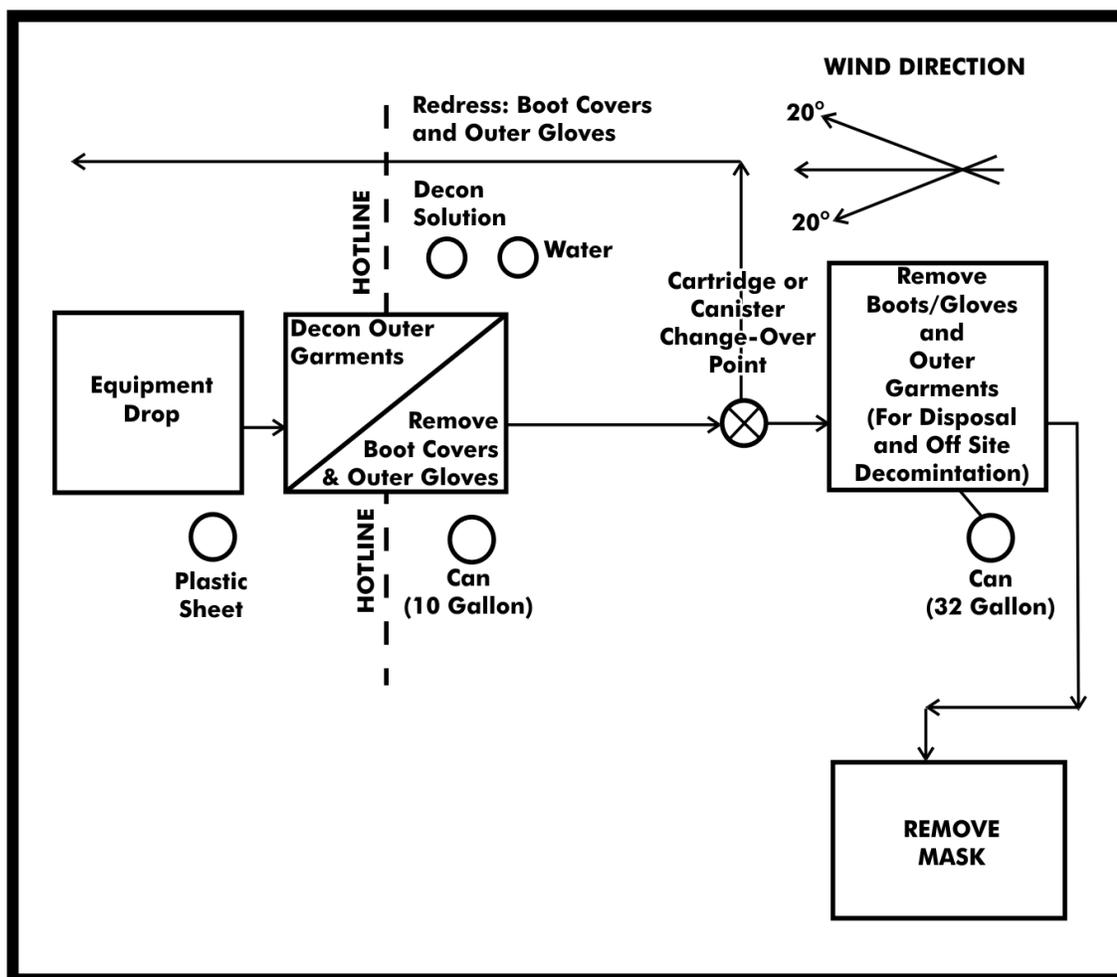
5.5 DECONTAMINATION PLAN, CONTINUED

MINIMUM MEASURES FOR DECONTAMINATION		
STATION 1	Equipment drop	Deposit equipment used on site (tools, sampling devices and containers, monitoring instruments, radios, clipboards, etc.) on plastic drop cloths. Segregation at the drop reduces the probability of cross contamination. During hot weather operations, a cool down station may be set up within this area.
STATION 2	Outer garment, boots and gloves wash and rinse	Scrub outer boots, outer gloves, and splash suit with decontamination solution or detergent and water. Rinse off using copious amounts of water.
STATION 3	Outer boot and glove removal	Remove outer boots and gloves. Deposit in container with plastic liner.
STATION 4	Canister or mask change	If worker leaves exclusion zone to change canister (or mask) or this is the last step in the

		decontamination procedures; worker's canister is exchanged, new outer gloves and boot covers are donned, joints are taped, 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.

5.5 DECONTAMINATION PLAN, CONTINUED

DECONTAMINATION PROCEDURES, MINIMUM DECONTAMINATION LAYOUT



5.6 DISPOSAL PLAN

Date:	Location:
-------	-----------

Source of release:	PHMSA 000125509
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:	U.S. EPA ID#:
Waste properties:	Waste name:
U.S. EPA waste code:	State waste code:
EPA hazardous waste:	
Waste storage and transportation:	
Proposed storage method:	
Proposed transportation method:	

5.6 DISPOSAL PLAN, CONTINUED

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

PPE required for waste handling:	
Waste coordinator:	Date:

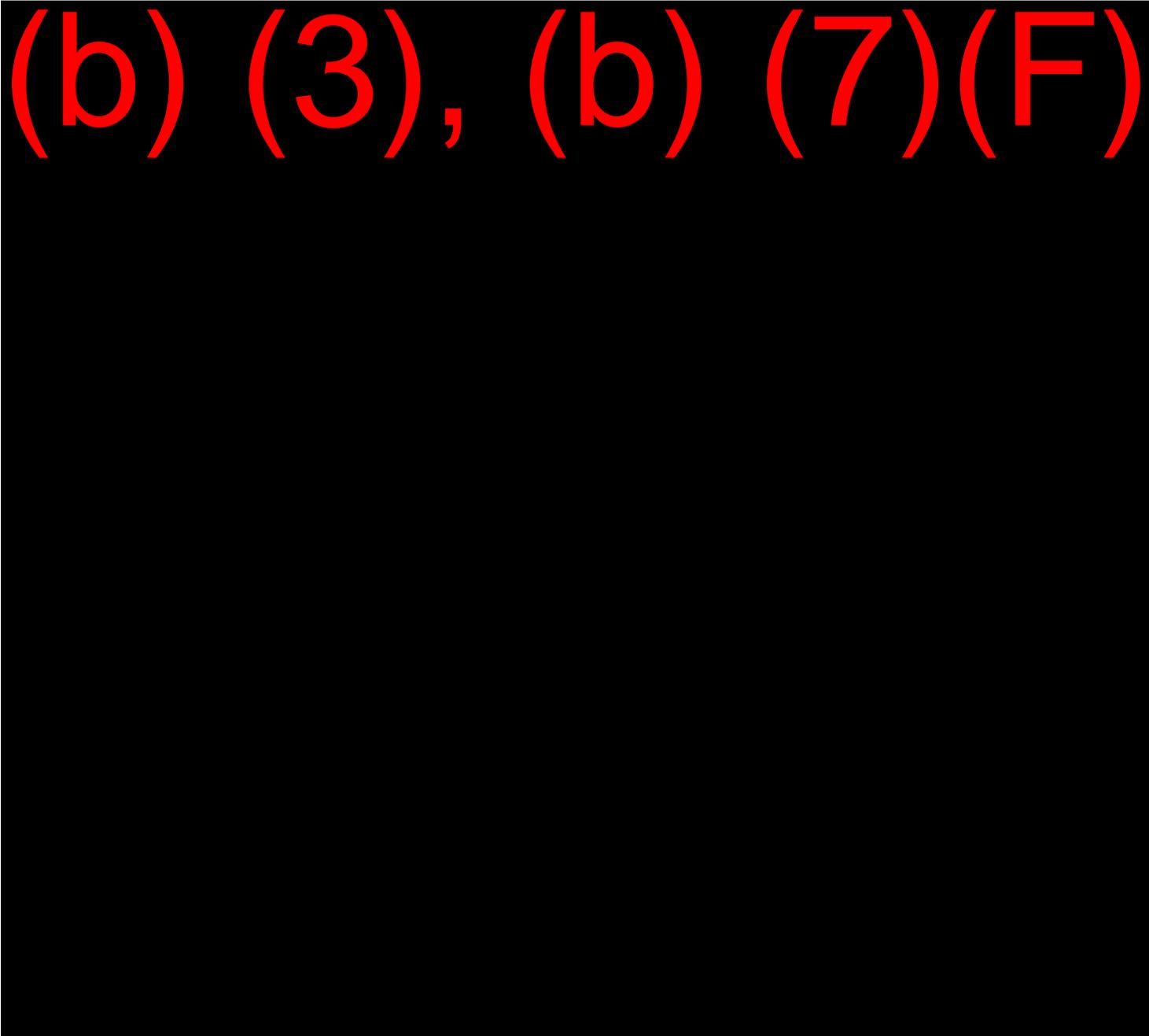
Resources required for disposal options:

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

5.6 DISPOSAL PLAN, CONTINUED

Additional information:
Waste coordinator:

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



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

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

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

5.8 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 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: May 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 Implementation Sequence

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

6.4 Wildlife Protection and Rehabilitation

6.5 Endangered and Threatened Species By State

6.6 Tactical Overview Map

6.7 Tactical Plan Index

6.8 Tactical Plans

6.9 Sensitivity Maps

6.1 AREA DESCRIPTION

Site specific maps and response tactics are included in **SECTION 6.6** and **SECTION 6.8**. Description of shoreline types and specific shoreline protection and cleanup techniques are presented in **FIGURE 6.2-1** and **FIGURE 6.3-2**. The strategies and response examples are guidelines and must be evaluated during the response to ensure that the selected response methods are appropriate for the situation.

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 storage tanks. Spills occurring within the secondary containment area or along pipeline and piping 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. A summary of booming techniques is provided on the following page.

Containment/Diversion Berming

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

Blocking/Flow- Through Dams

- Construct dam in drainage course/stream bed to block and contain flow of spill. Cover with plastic sheeting. If water is

PHMSA 000125516
 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.

Diversions 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://www.response.restoration.noaa.gov> for the latter two.)

FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES

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

PHMSA 000125518			
Fresh Marsh	<ul style="list-style-type: none"> • Found along freshwater ponds and lakes • These marshes have various types of vegetative cover, including floating aquatic mats, vascular submerged vegetation, needle and broad-leaved deciduous scrubs and shrubs, and broad-leaved evergreen scrubs and shrubs • Birds and mammals extensively use fresh marshes for feeding and breeding purposes 	<ul style="list-style-type: none"> • Small amounts of oil will contaminate the outer marsh fringe only; natural removal by wave action can occur within months • Large spills will cover more area and may persist for decades • Oil, particularly the heavy fuel oils, tends to adhere readily to marsh grasses 	<ul style="list-style-type: none"> • Marshes require the highest priority for shoreline protection • Natural recovery is recommended when: <ul style="list-style-type: none"> • A small extent of marsh is affected • A small amount of oil impacts the marsh fringe • The preferred cleanup method is a combination of low-pressure flushing, sorption, and vacuum pumping performed from boats • Any cleanup activities should be supervised closely to avoid excessive disturbances of the marsh surface or roots • Oil wrack and other debris may be removed by hand

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

TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Swamp	<ul style="list-style-type: none"> • Swamps are freshwater wetlands having varying water depths with vegetation types ranging from shrubs and scrubs to poorly drained forested wetlands. Major vegetative types include: scrubs, shrubs, evergreen trees, 	<ul style="list-style-type: none"> • Even small amounts of spilled oil can spread through the swamp • Large spills will cover more area and may persist for decades since water-flushing rates are low • Oil, particularly the heavy fuel oils, will adhere to swamp vegetation 	<ul style="list-style-type: none"> • No cleanup recommended under light conditions • Under moderate to heavy accumulations, to prevent chronic oil pollution of surrounding areas placement of sorbent along fringe swamp forest (to absorb oil as it is slowly released) may be effective under close

	<p>and hardwood forested woodlands</p> <ul style="list-style-type: none"> • Birds and mammals use swamps during feeding and breeding activities 	<p>PHMSA 000125519</p> <p>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</p>	<p>scientific supervision</p> <ul style="list-style-type: none"> • Proper strategic boom placement may be highly effective in trapping large quantities of oil, thus reducing oil impact to interior swamp forests • Oil trapped by boom can be reclaimed through the use of skimmers and vacuums
Open water	<ul style="list-style-type: none"> • Have ocean like waves and currents • Weather changes effect on-water conditions • River mouths present problems • Thermal stratification occurs 	<ul style="list-style-type: none"> • Most organisms are mobile enough to move out of the spill area • Aquatic birds are vulnerable to oiling • Human usage (such as transportation, water intakes, and recreational activities) may be restricted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, and natural recovery are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Large rivers	<ul style="list-style-type: none"> • May have varying salinities, meandering channels, and high flow rates • May include manmade structures (such as dams and locks) • Water levels vary seasonally • Floods generate high suspended sediment and debris loads 	<ul style="list-style-type: none"> • Fish and migratory birds are of great concern • Under flood conditions, may impact highly sensitive areas in floodplains • Human usage may be high • When sediments are contaminated, oil may persist for years 	<ul style="list-style-type: none"> • Booming, skimming, and vacuuming are the preferred cleanup methods • Should not use sorbents, containment booming, skimming, and vacuuming on gasoline spills • Cleanup options include natural recovery, physical herding, sorbents, and debris/vegetation removal

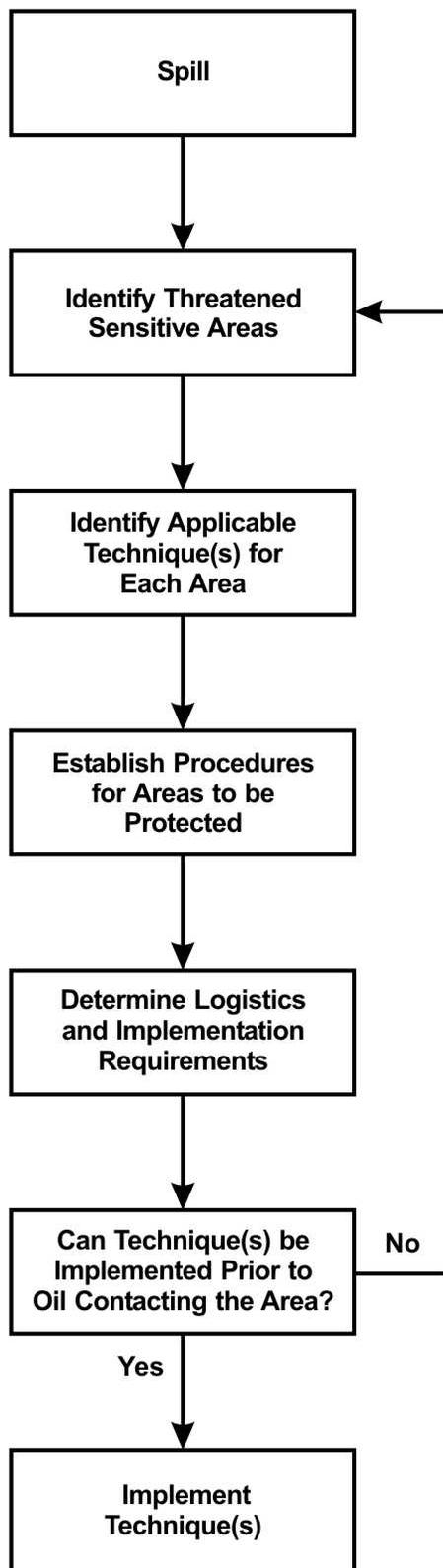
FIGURE 6.2-1 - RESPONSE TACTICS FOR VARIOUS SHORELINES, CONTINUED

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TYPES	DESCRIPTION	PREDICTED OIL IMPACT	RECOMMENDED CLEANUP ACTIVITY
Small lakes and ponds	<ul style="list-style-type: none"> • Water surface can be choppy • Water levels can fluctuate widely • May completely freeze in winter • Bottom sediments near the shore can be soft and muddy • Surrounding area may include wet meadows and marshes 	<ul style="list-style-type: none"> • Wildlife and socioeconomic areas likely to be impacted • Wind will control the oil's distribution 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, and sorbents are the preferred cleanup methods • Should not use containment booming, vacuuming, sorbents, and skimming on gasoline spills • Cleanup options include physical herding, sorbents, and debris/vegetation removal
Small rivers and streams	<ul style="list-style-type: none"> • Wide range of water bodies - fast flowing streams to slow moving bayous with low muddy banks and fringed with vegetation • May include waterfalls, rapids, log jams, mid-channel bars, and islands • Weathering rates may be slower because spreading and evaporation are restricted 	<ul style="list-style-type: none"> • Usually contaminate both banks and the water column, exposing a large number of biota to being oiled • Water intakes for drinking water, irrigation, and industrial use likely to be impacted 	<ul style="list-style-type: none"> • Booming, skimming, vacuuming, sorbents, barriers, and berms are the preferred cleanup methods • Should not use containment booming, sorbents, vacuuming, and skimming on gasoline spills • Cleanup options include physical herding, natural recovery, debris removal, vegetation removal, and in-situ burn

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 Facility are provided in [SECTION 6.6](#).

FIGURE 6.3-1 - SENSITIVE AREA PROTECTION IMPLEMENTATION SEQUENCE**FIGURE 6.3-2 - SUMMARY OF SHORELINE AND TERRESTRIAL CLEANUP TECHNIQUES**

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Removal				
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"> • Can be used on all habitat types • Light to moderate oiling conditions for stranded oil or heavy oils that have formed semi-solid to solid masses • In areas where roosting or birthing animals cannot or should not be disturbed 	<ul style="list-style-type: none"> • Sediment disturbance and erosion potential
2. Mechanical Removal	Mechanical earthmoving equipment is used to remove oiled sediments and debris from heavily impacted areas with suitable access.	<u>Equipment</u> motor grader, backhoe, dump truck elevating scrapers <u>Personnel</u> 2-4 workers plus equipment operators	<ul style="list-style-type: none"> • On land, wherever surface sediments are accessible to heavy equipment • Large amounts of oiled materials 	<ul style="list-style-type: none"> • Removes upper 2 to 12 inches of sediments
3. Sorbent Use	Sorbents are applied manually to oil accumulations, coatings, sheens, etc. to remove and recover the oil.	<u>Equipment</u> misc. hand tools misc. sorbents <u>Personnel</u> 2-10 workers	<ul style="list-style-type: none"> • Can be used on all habitat types • Free-floating oil close to shore or stranded on shore, secondary treatment method after gross oil removal 	<ul style="list-style-type: none"> • Sediment disturbance and erosion potential • Trampling of vegetation and organisms • Foot traffic can work oil deeper into soft sediments

			PHMSA 000-25523 Sensitive areas where 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"> • Can be used on all habitat types • Stranded oil on the substrate • Shoreline access points 	<ul style="list-style-type: none"> • Typically does not remove all oil • Can remove some surface organisms, sediments, and vegetation

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

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
Washing				
5. Flooding	High volumes of water at low pressure are used to flood the oiled area to float oil off and out of sediments and back into the water or to a containment area where it can be recovered. Frequently used with 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"> • All shoreline types except steep intertidal areas • Heavily oiled areas where the oil is still fluid and adheres loosely to the substrate • Where oil has penetrated into gravel sediments • Used with other washing techniques 	<ul style="list-style-type: none"> • Can impact clean downgradient areas • Can displace some surface organisms if present • Sediments transported into water can affect water quality
6. Flushing	Water streams at low to moderate pressure, and possibly elevated	<u>Equipment</u> 1-5 50- to 100-gpm/100-psi pumping systems with	<ul style="list-style-type: none"> • Substrates, riprap, and solid man-made 	<ul style="list-style-type: none"> • Can impact clean downgradient areas

	temperatures, are used to remove oil from surface or near-surface sediments through agitation and direct contact. Oil is flushed back into the water or a collection point for subsequent recovery. May also be used to flush out oil trapped by shoreline or aquatic vegetation.	manifold 1-4 100-ft hoses and nozzles per system 1-2 200-ft containment booms per system 1 oil recovery device per system <u>Personnel</u> 8-10 workers per system	PHMSA 000125524 structures <ul style="list-style-type: none"> • Oil stranded onshore • Floating oil on shallow intertidal areas 	<p>Will displace many surface organisms if present</p> <ul style="list-style-type: none"> • Sediments transported into water can affect water quality • Hot water can be lethal to many organisms • Can increase oil penetration depth
7. Spot (High Pressure Washing)	High pressure water streams are used to remove oil coatings from hard surfaces in small areas where flushing is ineffective. Oil is directed back into water or 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"> • Bedrock, man-made structures, and gravel substrates • When low-pressure flushing is not effective • Directed water jet can remove oil from hard to reach sites 	<ul style="list-style-type: none"> • Will remove most organisms if present • Can damage surface being cleaned • Can affect clean downgradient or nearby areas

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

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ				
8. Passive Collection	Sorbent/snare booms or other sorbent materials are anchored at the waterline adjacent to heavily oiled	<u>Equipment</u> 1,000-2,000 ft sorbent/snare boom 200-400 stakes or anchor systems <u>Personnel</u> 4-10 workers	<ul style="list-style-type: none"> • All shoreline types • Calm wave action • Slow removal process 	<ul style="list-style-type: none"> • Significant amounts of oil can remain on the shoreline for extended periods of time

	areas to contain and recover oil as it leaches from the sediments.		PHMSA 000125525	
9. Sediment Tilling	Mechanical equipment or hand tools are used to till lightly to moderately oiled surface sediments to maximize natural degradation processes.	<u>Equipment</u> 1 tractor fitted with tines, dicer, ripper blades, etc. or 1-4 rototillers or 1 set of hand tools <u>Personnel</u> 2-10 workers	<ul style="list-style-type: none"> Any sedimentary substrate that can support heavy equipment Sand and gravel beaches with subsurface oil Where sediment is stained or lightly oiled Where oil is stranded above normal high waterline 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time Disturbs surface sediments and organisms
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"> Any shoreline habitat type where nutrients are deficient Moderate to heavily oiled substrates After other techniques have been used to remove free product on lightly oiled shorelines Where other techniques are destructive or ineffective 	<ul style="list-style-type: none"> Significant amounts of oil can remain on the shoreline for extended periods of time Can disturb surface sediments and organisms

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

TECHNIQUE	DESCRIPTION	RECOMMENDED EQUIPMENT	APPLICABILITY	POTENTIAL ENVIRONMENTAL EFFECTS
In Situ, Continued				
11. Log/Debris Burning	Oiled logs, driftwood, vegetation, and debris are burned to minimize material handling and disposal requirements. Material should be stacked in tall piles and fans used to ensure a hot, clean burn.	<u>Equipment</u> 1 set of fire control equipment 2-4 fans 1 supply of combustion promoter <u>Personnel</u> 2-4 workers	<ul style="list-style-type: none"> • On most habitats except dry muddy substrates where heat may impact the biological productivity of the habitat • Where heavily oiled items are difficult or impossible to move • Many potential applications on ice 	<ul style="list-style-type: none"> • Heat may impact local near-surface organisms • Substantial smoke may be generated • Heat may impact adjacent vegetation
12. Natural Recovery	No action is taken and oil is allowed to degrade naturally.	None required	<ul style="list-style-type: none"> • All habitat types • When natural removal rates are fast • Degree of oiling is light • Access is severely restricted or dangerous to cleanup crews • When cleanup actions will do more harm than natural removal 	<ul style="list-style-type: none"> • Oil may persist for significant periods of time • Remobilized oil or sheens may impact other areas • Higher probability of impacting wildlife
13.	Dispersants are	Dispersants	<ul style="list-style-type: none"> • Water bodies 	<ul style="list-style-type: none"> • Use in shallow

Dispersants (use of dispersants requires Federal or State approval) (Dispersants are not authorized for use in EPA Region V)	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 containing surface-active agents are sprayed from aircraft or boats onto the slick.	Boat or aircraft	PHMSA 000125527 with sufficient depth and volume for mixing and dilution <ul style="list-style-type: none"> When the impact of the floating oil has been determined to be greater than the impact of dispersed oil on the water-column community 	water could affect benthic resources <ul style="list-style-type: none"> May adversely impact organisms in the upper 30 feet of the water column Some water-surface and shoreline impacts could occur
1 - Per 1000 feet of shoreline or oiled area				

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

6.4 WILDLIFE PROTECTION AND REHABILITATION

- The Company will support wildlife protection and rehabilitation efforts during the response, and assist in these efforts in alignment with local, state, and federal authorities and certified contractors.
- 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 is included in **FIGURE 3.1-5**.
- 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.

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Milk-vetch, Osterhout	<i>Astragalus</i>	Highly seleniferous	E	Colorado

	<i>osterhoutii</i>	soils PHMSA 000125528		
Beardtongue, Penland	<i>Penstemon penlandii</i>	Alkaline clays containing selenium, which is toxic to most plants	E	Colorado
Butterfly, Uncompahgre fritillary	<i>Boloria acrocynema</i>	Moist alpine slopes with extensive snow willow	E	Colorado
Cactus, Knowlton	<i>Pediocactus knowltonii</i>	Gravelly, dark, sandy loams on slopes or hills	E	Colorado
Chub, bonytail entire	<i>Gila elegans</i>	Main stream of mid-sized to large rivers	E	Colorado
Chub, humpback entire	<i>Gila cypha</i>	Large rivers	E	Colorado
Crane, whooping except where EXPN	<i>Grus americana</i>	Cropland/hedgerow, grassland/herbaceous	E	Colorado
Ferret, black-footed entire population, except where EXPN	<i>Mustela nigripes</i>	Grasslands, steppe, and shrub steppe	E	Colorado
Flycatcher, southwestern willow	<i>Empidonax traillii extimus</i>	Streamside thickets, brushy fields, and willows	E	Colorado
Milk-vetch, Mancos	<i>Astragalus humillimus</i>	Sandstone ledges or mesa tops	E	Colorado
Phacelia, North Park	<i>Phacelia formosula</i>	Barren, raw exposures of the Coalmont Formation, a rusty-colored sandy substrate	E	Colorado
Pikeminnow (=squawfish), Colorado except Salt and Verde R. drainages, AZ	<i>Ptychocheilus lucius</i>	Deep turbid strongly flowing water, eddies, runs, flooded bottoms, or backwaters	E	Colorado
Sturgeon, pallid	<i>Scaphirhynchus albus</i>	Free-flowing riverine	E	Colorado

		PHMSA 000125529		
Sucker, razorback entire	<i>Xyrauchen texanus</i>	Slow areas, backwaters, and eddies of medium to large rivers	E	Colorado
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Colorado

E - Endangered

T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Wild-buckwheat, clay-loving	<i>Eriogonum pelinophilum</i>	Whitish, alkaline clay soils on Mancos shale	E	Colorado
Wolf, gray Lower 48 States, except where delisted and where EXPN. Mexico	<i>Canis lupus</i>	Mixed, grassland/herbaceous	E	Colorado
Bladderpod, Dudley Bluffs	<i>Lesquerella congesta</i>	Barren white outcrops exposed along drainages	T	Colorado
Butterfly plant, Colorado	<i>Gaura neomexicana</i> var. <i>coloradensis</i>	Moist areas of floodplains	T	Colorado
Cactus, Colorado hookless	<i>Sclerocactus glaucus</i>	Alluvial benches along the Green, Colorado and Gunnison Rivers	T	Colorado
Cactus, Mesa Verde	<i>Sclerocactus mesae-verdae</i>	Gravelly, dark, sandy loams on slopes or hills	T	Colorado
Ladies'-tresses, Ute	<i>Spiranthes diluvialis</i>	Moist to very wet meadows along streams	T	Colorado
Lynx, Canada (Contiguous U.S. DPS)	<i>Lynx canadensis</i>	Mature forests with dense undergrowth	T	Colorado

		PHMSA 000125530		
Mouse, Preble's meadow jumping U.S.A., north-central CO	<i>Zapus hudsonius preblei</i>	Heavily vegetated, shrub-dominated streamside and upland along foothills	T	Colorado
Mustard, Penland alpine fen	<i>Eutrema penlandii</i>	Alpine tundra, moss-covered peat fens	T	Colorado
Owl, Mexican spotted	<i>Strix occidentalis lucida</i>	Forest, woodlands	T	Colorado
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Sandy beaches, islands	T	Colorado
Skipper, Pawnee montane	<i>Hesperia leonardus montana</i>	Open grassy areas including native prairies, fields, barrens, and meadows	T	Colorado
Trout, greenback cutthroat	<i>Oncorhynchus clarki stomias</i>	Freshwater; Front Range streams and lakes	T	Colorado
Twinpod, Dudley Bluffs	<i>Physaria obcordata</i>	Barren, raw exposures of the Coalmont Formation, a rusty-colored sandy substrate	T	Colorado

E - Endangered

T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Crane, whooping except where EXPN	<i>Grus americana</i>	Cropland/hedgerow, grassland/herbaceous	E	Montana
Curlew, Eskimo	<i>Numenius borealis</i>	Cropland/hedgerow, grassland/herbaceous, tundra	E	Montana
Ferret, black-footed entire population, except where EXPN	<i>Mustela nigripes</i>	Grasslands, steppe, and shrub steppe	E	Montana

		PHMSA 000125531		
Sturgeon, pallid	<i>Scaphirhynchus albus</i>	Free-flowing riverine	E	Montana
Sturgeon, white U.S.A. (ID, MT), Canada (B.C.), Kootenai R. system	<i>Acipenser transmontanus</i>	Sea, usually near shore, and in large cool rivers or streams	E	Montana
Tern, least interior pop.	<i>Sterna antillarum</i>	Open sandy or gravelly beach, dredge spoil and other open shoreline areas	E	Montana
Bear, grizzly lower 48 States, except where listed as an experimental population or delisted	<i>Ursus arctos horribilis</i>	Mountain-Prairie Region, across vast stretches of open and unpopulated land	T	Montana
Bear, grizzly Yellowstone DPS	<i>Ursus arctos horribilis</i>	Mountain-Prairie Region, across vast stretches of open and unpopulated land	T	Montana
Catchfly, Spalding's	<i>Silene spaldingii</i>	Palouse Prairies, grasslands intermingled with ponderosa pine woodlands	T	Montana
Howellia, water	<i>Howellia aquatilis</i>	Bottom sediments of ponds and sloughs	T	Montana
Ladies'-tresses, Ute	<i>Spiranthes diluvialis</i>	Moist to very wet meadows along streams	T	Montana
Plover, piping except Great Lakes watershed	<i>Charadrius melodus</i>	Sandy beaches, islands	T	Montana
Trout, bull U.S.A., conterminous, lower 48 states	<i>Salvelinus confluentus</i>	Bottom of deep pools in cold rivers and large tributary streams	T	Montana
Lynx, Canada (Contiguous U.S. DPS)	<i>Lynx canadensis</i>	Mature forests with dense undergrowth	T	Montana

Ambersnail, Kanab	<i>Oxyloma haydeni kanabensis</i>	PHMSA 000125532 Wetland vegetation	E	Utah
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E - Endangered

T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Bear-poppy, dwarf	<i>Arctomecon humilis</i>	Warm desert shrub communities	E	Utah
Bladderpod, kodachrome	<i>Lesquerella tumulosa</i>	Bare shale knolls and slopes in scattered pinyon-juniper communities	E	Utah
Buttercup, autumn	<i>Ranunculus aestivalis</i> (= <i>acriiformis</i>)	Fresh water seeps and springs surface, creating marshy or bog-like conditions	E	Utah
Cactus, San Rafael	<i>Pediocactus despainii</i>	Benches, hill tops, and gentle slopes in pinyon-juniper and mixed desert shrub-grassland	E	Utah
Cactus, Wright fishhook	<i>Sclerocactus wrightiae</i>	Barren, alkaline soils with widely scattered shrubs, perennial herbs, or bunch grasses	E	Utah
Chub, bonytail entire	<i>Gila elegans</i>	Main stream of mid-sized to large rivers	E	Utah
Chub, humpback entire	<i>Gila cypha</i>	Large rivers	E	Utah
Chub, Virgin River	<i>Gila seminuda</i> (= <i>robusta</i>)	Rocky runs, rapids, and pools	E	Utah
Ferret, black-footed entire population, except where EXPN	<i>Mustela nigripes</i>	Grasslands, steppe, and shrub steppe	E	Utah
		Streamside thickets,		

Flycatcher, southwestern willow	<i>Empidonax traillii extimus</i>	PHMSA 000125533 brushy fields, and willows	E	Utah
Milk-vetch, Holmgren	<i>Astragalus holmgreniorum</i>	Warm desert shrub communities on gravelly clay hills	E	Utah
Milk-vetch, Shivwitz	<i>Astragalus ampullarioides</i>	Gypsiferous substrates, in "boils" on the Chinle Formation	E	Utah
Phacelia, clay	<i>Phacelia argillacea</i>	Steep slopes in sparse juniper-pinyon and mountain brush communities	E	Utah
Pikeminnow (=squawfish), Colorado except Salt and Verde R. drainages, AZ	<i>Ptychocheilus lucius</i>	Deep turbid strongly flowing water, eddies, runs, flooded bottoms, or backwaters	E	Utah
Rail, Yuma clapper U.S.A. only	<i>Rallus longirostris yumanensis</i>	Freshwater and brackish (mixed fresh and salt-water) marshes	E	Utah

E - Endangered

T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Reed-mustard, Barneby	<i>Schoenocrambe barnebyi</i>	Xeric, fine textured soils on steep eroding slopes of the Moenkopi and Chinle formations	E	Utah
Reed-mustard, shrubby	<i>Schoenocrambe suffrutescens</i>	Semi-barren, white-shale layers of the Green River Formation	E	Utah
Ridge-cress, Barneby	<i>Lepidium barnebyanum</i>	Pinyon-juniper communities	E	Utah
		Deep pools adjacent		

Snail, Utah valvata	<i>Valvata utahensis</i>	to rapids, or flowing waters associated with large spring complexes	E	Utah
Sucker, June	<i>Chasmistes liorus</i>	Shallow lakes and tributaries; found only in Utah lake and the lower Prover River	E	Utah
Sucker, razorback entire	<i>Xyrauchen texanus</i>	Slow areas, backwaters, and eddies of medium to large rivers	E	Utah
Wolf, gray Lower 48 States, except where delisted and where EXPN. Mexico	<i>Canis Lupus</i>	Mixed, grassland/herbaceous	E	Utah
Woundfin except Gila R. drainage, AZ, NM	<i>Plagopterus argentissimus</i>	Swift, highly turpid, extremely warm, small to medium rivers	E	Utah
Butterfly plant, Colorado	<i>Gaura neomexicana var. coloradensis</i>	Moist areas of floodplains	T	Utah
cactus, Pariette	<i>Sclerocactus brevispinus</i>	Sparsely vegetated desert shrubland dominated by Atriplex, Chrysothamnus, and Tetradymia species	T	Utah
Cactus, Siler pincushion	<i>Pediocactus (=Echinocactus, =Utahia) sileri</i>	Mohave Desert scrub up to conifer woodlands and grasslands	T	Utah
cactus, Uinta Basin hookless	<i>Sclerocactus wetlandicus</i>	Gravel-covered clay hills, desert grasslands, saltbush, rabbit brush flats; of conservation concern; 1300-1500 m.	T	Utah

Cactus, Winkler	<i>Pediocactus winkleri</i>	Alkaline, fine textured soils, primarily derived from the Dakota Formation	T	Utah
Cycladenia, Jones	<i>Cycladenia jonesii</i> (= <i>humilis</i>)	Salt clay and gypsum soils	T	Utah
Daisy, Maguire	<i>Erigeron maguirei</i>	Slickrock-crevices, on ledges, and in bottoms of washes	T	Utah

E - Endangered

T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Ladies'-tresses, Ute	<i>Spiranthes diluvialis</i>	Moist to very wet meadows along streams	T	Utah
Lynx, Canada (Contiguous U.S. DPS)	<i>Lynx canadensis</i>	Mature forests with dense undergrowth	T	Utah
Milk-vetch, Deseret	<i>Astragalus desereticus</i>	Open, steep, slopes of sandy-gravelly soils of the Moroni Formation	T	Utah
Milk-vetch, heliotrope	<i>Astragalus montii</i>	Shale barrens at the timberline	T	Utah
Milkweed, Welsh's	<i>Asclepias welshii</i>	Coral Pink sand dunes in sagebrush, juniper, and ponderosa pine communities	T	Utah
Owl, Mexican spotted	<i>Strix occidentalis lucida</i>	Forest, woodlands	T	Utah
Prairie dog, Utah	<i>Cynomys parvidens</i>	Grasslands, in level mountain valleys, with deep well-drained soil and vegetation	T	Utah
		Damp ledges, crevices, and		

Primrose, Maguire	<i>Primula maguirei</i>	PHMSA 000125536 over-hanging rocks along canyon walls	T	Utah
Reed-mustard, clay	<i>Schoenocrambe argillacea</i>	At-the-surface bedrock, scree, and fine-textured soils on Evacuation Creek Member of the Green River formation	T	Utah
Sedge, Navajo	<i>Carex specuicola</i>	Moist, sandy to silty soils of shady seep-spring pockets or alcoves	T	Utah
Tortoise, desert U.S.A., except in Sonoran Desert	<i>Gopherus agassizii</i>	Desert, shrubland/chaparral	T	Utah
Townsendia, Last Chance	<i>Townsendia aprica</i>	Pinyon-juniper and salt desert shrub communities on barren, silty or gravelly clay soils	T	Utah
Trout, Lahontan cutthroat	<i>Oncorhynchus clarki henshawi</i>	Inshore marine and estuarine waters; lakes; coastal, inland, and alpine streams	T	Utah
Dace, Kendall Warm Springs	<i>Rhinichthys osculus thermalis</i>	Thermal seeps and springs of a small limestone ridge	E	Wyoming
Ferret, black-footed entire population, except where EXPN	<i>Mustela nigripes</i>	Grasslands, steppe, and shrub steppe	E	Wyoming

E - Endangered

T - Threatened

6.5 ENDANGERED AND THREATENED SPECIES BY STATE

COMMON NAME	SCIENTIFIC NAME	HABITAT	STATUS	STATE
Penstemon, blowout	<i>Penstemon haydenii</i>	Sand dune blowouts	E	Wyoming
Sucker, razorback entire	<i>Xyrauchen texanus</i>	Slow areas, backwaters, and eddies of medium to large rivers	E	Wyoming

Toad, Wyoming	<i>Bufo baxteri</i> (= <i>hemiohryis</i>)	PHMSA 000125537 Shallow water, associated with floodplain ponds	E	Wyoming
Bear, grizzly lower 48 States	<i>Ursus arctos</i> <i>horribilis</i>	Mountain-Prairie Region (between the Pacific Ocean and the Great Plains)	T	Wyoming
Bear, grizzly Yellowstone DPS	<i>Ursus arctos</i> <i>horribilis</i>	Mountain-Prairie Region (between the Pacific Ocean and the Great Plains)	T	Wyoming
Butterfly plant, Colorado	<i>Gaura</i> <i>neomexicana</i> var. <i>coloradensis</i>	Moist areas of floodplains	T	Wyoming
Ladies'-tresses, Ute	<i>Spiranthes</i> <i>diluvialis</i>	Moist to very wet meadows along streams	T	Wyoming
Lynx, Canada (Contiguous U.S. DPS)	<i>Lynx</i> <i>canadensis</i>	Mature forests with dense undergrowth	T	Wyoming
Mouse, Preble's meadow jumping U.S.A., north-central CO	<i>Zapus</i> <i>hudsonius</i> <i>preblei</i>	Heavily vegetated, shrub- dominated streamside and upland along foothills	T	Wyoming
Yellowhead, desert	<i>Yermo</i> <i>xanthocephalus</i>	Barren outcrops of white silty clay of the Split Rock Formation	T	Wyoming

E - Endangered

T - Threatened

6.6 TACTICAL OVERVIEW MAP

6.7 TACTICAL PLAN INDEX

SITE #	SITE NAME

6.8 TACTICAL PLANS

No Tactical Plan Uploaded.

6.9 SENSITIVITY MAPS

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SECTION 7

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SUSTAINED RESPONSE ACTIONS

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7.4.2 Waste Transfer

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7.1 RESPONSE RESOURCES

7.1.1 Facility Response Equipment

SKIMMERS/PUMPS					
TYPE/MODEL/YEAR	QUANTITY	CAPACITY	DAILY EFFECTIVE RECOVERY RATE	DATE FUEL LAST CHANGED	STORAGE LOCATION
Vacuum Weir Skimmer (60 G.P.M. Flow Rate)	1				Casper, WY Unit 8112, Size 8 x 16
Waterous Floto Pump, Gas Powered (Wash Down)	1				Casper, WY Unit 8112, Size 8 x 16
Diaphragm Pump Air Driven (60 G.P.M. Flow Rate)	1				Casper, WY Unit 8112, Size 8 x 16
1 1/2" X 50 FT Fire Hose for Floto Pump	3				Casper, WY Unit 8112, Size 8 x 16
1 1/2" Fire Hose Nozzle	2				Casper, WY Unit 8112, Size 8 x 16
1 1/2" Water Hose Nozzle	0				Casper, WY Unit 8112, Size 8 x 16
Vacuum Weir Skimmer (60 G.P.M. Flow Rate)	1				Midwest, WY Unit 8110, Size 8 x 16
Waterous Floto Pump, Gas Powered (Wash Down)	1				Midwest, WY Unit 8110, Size 8 x 16
Diaphragm Pump Air Driven (60 G.P.M. Flow Rate)	0				Midwest, WY Unit 8110, Size 8 x 16
1 1/2" X 50 FT Fire Hose for Floto Pump	1				Midwest, WY Unit 8110, Size 8 x 16
1 1/2" Fire Hose Nozzle	0				Midwest, WY Unit 8110, Size 8 x 16
1 1/2" Water Hose Nozzle	0				Midwest, WY Unit 8110, Size 8 x 16

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

SKIMMERS/PUMPS					
TYPE/MODEL/YEAR	QUANTITY	CAPACITY	DAILY EFFECTIVE RECOVERY RATE	DATE FUEL LAST CHANGED	STORAGE LOCATION
Portable gas-driven pump with suction and discharge hoses	1				Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land
Skimmer wipes, assorted lengths, box	1				Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land
Float pumps 140 gpm at 27 psi - 20gpm at 120 psi	2				Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section
8 ft. Air powered roller skimmer with 200' air hose	1				Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Front Trailer Section
4 ft. Weir Skimmer with 30' X 3" hose	1				Boom Deployment

			PHMSA 000125547		16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL- 198), Front Trailer Section
BOOM					
TYPE/MODEL/YEAR	QUANTITY	SIZE	CONTAINMENT AREA (sq ft)	STORAGE LOCATION	
Boom clips with clevas	5			Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL- 198), Rear Trailer Section	
Boom clips with rope slings	6			Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL- 198), Rear Trailer Section	
Boom tow bridles	12			Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL- 198), Rear Trailer Section	
Oil absorbant boom rolls 4" X 10' - bagged	6			Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	
Oil absorbant boom socks 3" X 10' - boxed	2			Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918),	

			PHMSA 000125548	Rear Trailer Section	
Oil absorbant boom rolls 8" X 10' - bagged	4			Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	
On Trailer. 50' X 6" Diameter X 6" Skirt Yellow River Boom. 2,000 Feet Total Boom	40 Pieces	50' X 6" Diameter X 6" Skirt	2,000 Feet Total Boom	Casper Station Yard, "Cross" Loading Shed	

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

BOOM					
TYPE/MODEL/YEAR	QUANTITY	SIZE	CONTAINMENT AREA (sq ft)	STORAGE LOCATION	
Floats for suction hose or river spill equipment	8			Casper Station Yard, "Cross" Storage Dock	
Sock Boom, White Oil Only, 5"x10', 4/pkg.	2			Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	
Sock Boom, White Oil Only, 8" x 10'	8			Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	
Sock Boom, White Oil Only, 3"x5', 15/box	1			Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	
100' X 6" Diameter X 6" Skirt Yellow River Boom, 1,800 Feet Total Boom	18 Pieces	100' X 6" Diameter X 6" Skirt	1,800 Feet Total Boom	Casper Station Yard, Spill Response Building	

50' X 6" Diameter X 6" Skirt Yellow River Boom, 50 Feet Total Boom	1 Piece	50' X 6" Diameter X 6" Skirt	50 Feet Total Boom	Casper Station Yard, Spill Response Building
Two, 10' lengths of Absorbent Boom per Bag. 280 Total Feet of Absorbent Boom	14 Bags		280 Total Feet of Absorbent Boom	Casper Station Yard, Spill Response Building
Four, 10' lengths of Absorbent Boom per Bag. 120 Total Feet of Absorbent Boom	3 Bags		120 Total Feet of Absorbent Boom	Casper Station Yard, Spill Response Building
Boom deflectors - aluminum	6			Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section
Yellow containment boom - 100 ft. sections	10			18 ft. Flat Bed Boom Trailer (Unit 8261), Front Trailer Section
Yellow containment boom - 50 ft. sections	27			18 ft. Flat Bed Boom Trailer (Unit 8261), Rear Trailer Section
CHEMICALS STORED				
TYPE	QUANTITY	DATE PURCHASED	TREATMENT CAPACITY	STORAGE LOCATION
Mobil motor oil, 10W non-detergent	3 qt.			Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

CHEMICALS STORED					
TYPE	QUANTITY	DATE PURCHASED	TREATMENT CAPACITY	STORAGE LOCATION	
Amoco, 2 cycle. motor oil, qt	2			Fort Laramie, Wyoming Spill Trailer, 1981 8' x	

				PHMSA 000125460	16 Wells Cargo Trailer, Unit 1 Dry Land
SORBENTS					
TYPE/YEAR	QUANTITY	ABSORPTION CAPACITY (gal)	STORAGE LOCATION	OPERATIONAL STATUS	
16"x18" White Oil Only, sorbent pads, 100/pkg.	4		Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational	
Oil absorbant pad rolls - 30" wide	5		Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational	
15" X 18" pads (oil only) White Heavy Sonic Bonded -- Heavy	6 Bags		Casper Station Yard, Spill Response Building	Operational	
38" Wide X 144' Long Sorbent Rolls (Oil only) White -- Heavy	2 Rolls		Casper Station Yard, Spill Response Building	Operational	
Boom Sock -- 8" X 10' (4 packs) White	3 Rolls		Casper Station Yard, Spill Response Building	Operational	
Boom Sock -- 5" X 10' (4 packs) White	3 Rolls		Casper Station Yard, Spill Response Building	Operational	
Sorbent Pads 3M TYPE 151/156 (18X18)	400		Midwest, WY Unit 8110, Size 8 x 16	Operational	
Box of Plastic Bags	1		Midwest, WY Unit 8110, Size 8 x 16	Operational	
Box of Plastic Sheeting	0		Midwest, WY Unit 8110, Size 8 x 16	Operational	

Sorbent Pads 3M TYPE 151/156 (18X18)	400		Casper, WY Unit 8112, Size 8 x 16	Operational	
Box of Plastic Bags	1		Casper, WY Unit 8112, Size 8 x 16	Operational	

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

SORBENTS					
TYPE/YEAR	QUANTITY	ABSORPTION CAPACITY (gal)	STORAGE LOCATION	OPERATIONAL STATUS	
Box of Plastic Sheeting	1		Casper, WY Unit 8112, Size 8 x 16	Operational	
14" X 18" Oil absorbant pads - bagged	6		Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational	
30" X 36" Oil absorbant pads - bagged	2		Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational	
HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Shovels	6	Casper, WY Unit 8112, Size 8 x 16	Operational		
Axe	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Rakes	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
Pitch Forks	5	Casper, WY Unit 8112, Size 8 x 16	Operational		
8 LB Sledge	2	Casper, WY	Operational		

Hammers		Unit 8112, Size 8 x 16	PHMSA 000125552		
Wood Saw	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Claw Hammer	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Post Hole Driver	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
Shovels	4	Midwest, WY Unit 8110, Size 8 x 16	Operational		

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Axe	1	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Rakes	2	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Pitch Forks	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
8 LB Sledge Hammers	1	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Wood Saw	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Claw Hammer	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Post Hole Driver	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Bow saw	1	Black 20 ft. Spill Trailer	Operational		

		(Unit # 9188 Lic. 12918), Front Trailer Section	PHMSA 000125553		
Bolt cutter 24"	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
STIHL weed blowers	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
18" & 24" Pipe wrench	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
10" & 24" Crescent wrench	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Claw & sledge hammer	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tin snips, lineman & fence pliers	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		

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Pitchforks	4	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational	PHMSA 000125554	
Weed Sickle	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Rock Rake	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Large Squeegees	4	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Small Squeegees	6	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Round nose shovels	5	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Pick ax	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Push Broom	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Scoop shovel	1	Black 20 ft. Spill Trailer	Operational		

		(Unit # 9188 Lic. 12918), Front Trailer Section	PHMSA 000125555		
Lopping shears	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Square pointed shovels	3	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Rakes	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Axe	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
10 lb. Sledge hammer	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Head Lamps	6	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1	Operational		

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		Dry Land	PHMSA 000125566		
Portable lanterns	4	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Flashlights	6	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Shovels	3	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Machete	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Axe	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Bow saw, 30"	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Loppers, ratcheting	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

HAND TOOLS					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Pitchfork	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Rakes	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Hammer, 5lb	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
30-pound fire extinguisher #13	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
First-aid kit, large group w/ trauma kit	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Hard hats	2	Fort Laramie, Wyoming	Operational		

		Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	PHMSA 000125558		
MSA first aid kit	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Fire Extinguisher (Certification Current)	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
30 lb. ABC fire extinguishers	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of Tyvek coveralls - sm & med	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of Tyvek coveralls - lg	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of Tyvek coveralls - x & xx lg	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		

Tyvex Suits	6	Midwest, WY Unit 8110, Size 8 x 16	Operational	HMSA1000125559	
Cotton Work Gloves (Pairs)	7	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Rain Gear Sets	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Life Vests	5	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Life Rings	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Seat Cushions	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Rubber Gloves	5	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Air Horn	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
MSH First Aid Kit	1	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Trauma Bandage with Quick Clot	1	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Yellow Incident Commander Vest	1	Casper Station Yard, Spill Response Building	Operational		
Orange Safety Officer Vest	1	Casper Station Yard, Spill Response Building	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		

Orange Information Officer Vest	1	Casper Station Yard, Spill Response Building	Operational	PHMSA.000125560	
Orange Section Chief Vests	4	Casper Station Yard, Spill Response Building	Operational		
Tyvex Suits	12	Casper, WY Unit 8112, Size 8 x 16	Operational		
Cotton Work Gloves	7 Pairs	Casper, WY Unit 8112, Size 8 x 16	Operational		
Rain Gear Sets	3	Casper, WY Unit 8112, Size 8 x 16	Operational		
Life Vests	9	Casper, WY Unit 8112, Size 8 x 16	Operational		
Life Rings	5	Casper, WY Unit 8112, Size 8 x 16	Operational		
Seat Cushions	0	Casper, WY Unit 8112, Size 8 x 16	Operational		
Rubber Gloves	5	Casper, WY Unit 8112, Size 8 x 16	Operational		
Air Horn	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
MSH First Aid Kit	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Trauma Bandage with Quick Clot	1	Casper, WY Unit 8112, Size 8 x 16	Operational		

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

FIRE FIGHTING AND PERSONNEL PROTECTIVE EQUIPMENT					
TYPE/YEAR	QUANTITY	STORAGE	OPERATIONAL		

		LOCATION	STATUS		
Fire Extinguisher (Certification Current)	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Tow Bridles	3	Midwest, WY Unit 8110, Size 8 x 16	Operational		
"D" Rings	31	Midwest, WY Unit 8110, Size 8 x 16	Operational		
25 FT 1/2" Nylon Rope with Hooks	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
50 FT 1/2" Nylon Rope with Hooks (Sort 2)	2	Midwest, WY Unit 8110, Size 8 x 16	Operational		
100 FT 1/2" Nylon Rope with Hooks	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
100 FT 3/8" Steel Cable With Hooks	3	Midwest, WY Unit 8110, Size 8 x 16	Operational		
600 FT Reels 1/2" Twisted Poly Rope	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Reel 3/8" Steel Cable	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Reel 1/4" Steel Cable	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Steel Posts 6 FT & 7 FT	7	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Tow Bridles	11	Casper, WY Unit 8112, Size 8 x 16	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

PHMSA 000125562

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
"D" Rings	63	Casper, WY Unit 8112, Size 8 x 16	Operational		
25 FT 1/2" Nylon Rope with Hooks	8	Casper, WY Unit 8112, Size 8 x 16	Operational		
50 FT 1/2" Nylon Rope with Hooks (Sort 2)	6	Casper, WY Unit 8112, Size 8 x 16	Operational		
100 FT 1/2" Nylon Rope with Hooks	4	Casper, WY Unit 8112, Size 8 x 16	Operational		
100 FT 3/8" Steel Cable With Hooks	7	Casper, WY Unit 8112, Size 8 x 16	Operational		
600 FT Reels 1/2" Twisted Poly Rope	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
Reel 3/8" Steel Cable	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Reel 1/4" Steel Cable	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Steel Posts 6 FT & 7 FT	20	Casper, WY Unit 8112, Size 8 x 16	Operational		
Incident Commander - Light Green (Flashing) with Magnetic Base Reflector Vest	0	Casper, WY Unit 8112, Size 8 x 16	Operational		
Crew Leaders - Blue Reflector Vests	3	Casper, WY Unit 8112, Size 8 x 16	Operational		
Red Flaggers Reflector Vests	3	Casper, WY Unit 8112, Size 8 x 16	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Orange Flaggers Reflector Vests	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Dark Green Reflector Vests	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
100 FT Extension Cord	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
General Purpose Flashlights	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Water Proof Lantern	3	Casper, WY Unit 8112, Size 8 x 16	Operational		
D-Cell Batteries	12	Casper, WY Unit 8112, Size 8 x 16	Operational		
6 Volt Batteries (Size 4)	10	Casper, WY Unit 8112, Size 8 x 16	Operational		
Lot Cable Clamps, Screws and Bolts	0	Casper, WY Unit 8112, Size 8 x 16	Operational		
Coil Bailing Wire	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Steel Buckets	6	Casper, WY Unit 8112, Size 8 x 16	Operational		
Plastic Buckets	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
Roll of Wire Mesh Fencing	1	Casper, WY Unit 8112, Size 8 x 16	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Suction Hose with Screen	0	Casper, WY Unit 8112, Size 8 x 16	Operational		
Boxes of Pens	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
Log Books	0	Casper, WY Unit 8112, Size 8 x 16	Operational		
Winch - 8000 LB Hitch Mounted	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Portable Spill Tub - 3' x 2' x 18"	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Orange Flag	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Bundle of Spotter Flags	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Gas Cans	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
Rolls of Caution Tape	2	Casper, WY Unit 8112, Size 8 x 16	Operational		
Rag Cloth Ringer	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Steel Hooks	4	Casper, WY Unit 8112, Size 8 x 16	Operational		
Bungee Cord Straps	2	Casper, WY Unit 8112, Size 8 x 16	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and

FIGURE A.1-4.

Rocky Mountain Crude Zone

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7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Box of Crayons	1	Casper, WY Unit 8112, Size 8 x 16	Operational		
Eye Bolts with Nuts	7	Casper, WY Unit 8112, Size 8 x 16	Operational		
Pins for Boom Connectors	0	Casper, WY Unit 8112, Size 8 x 16	Operational		
Kohler portable generator	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Breathing air bottle with Victor regulator	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
SCBA masks with 5-minute evacuation bottles and 200-foot hose	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
12" x 15' galvanized culverts for flumes	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
8' x 15' galvanized culverts for flumes	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16'	Operational		

		Wells Cargo Trailer, Unit 1 Dry Land	PHMSA 000125566		
3/8" poly twisted yellow rope (600' spools)	6	Casper Station Yard, Spill Response Building	Operational		
3/8" poly twisted yellow rope (200' lengths) White ends	6	Casper Station Yard, Spill Response Building	Operational		
3/8" poly twisted yellow rope (50' lengths) Green ends	6	Casper Station Yard, Spill Response Building	Operational		
3/8" poly twisted yellow rope (50' lengths) Yellow ends	6	Casper Station Yard, Spill Response Building	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
3/8" poly twisted yellow rope (25' lengths) Red ends	6	Casper Station Yard, Spill Response Building	Operational		
D-Shaped Aluminum Carrabeaners. 5,400 LBS drop weight	50	Casper Station Yard, Spill Response Building	Operational		
Incident Commander - Light Green (Flashing) with Magnetic Base Reflector Vest	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		

Crew Leaders - Blue Reflector Vests	0	Midwest, WY Unit 8110, Size 8 x 16	Operational	HMSA1000125567	
Red Flaggers Reflector Vests	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Orange Flaggers Reflector Vests	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Dark Green Reflector Vests	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
100 FT Extension Cord	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
General Purpose Flashlights	4	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Water Proof Lantern	3	Midwest, WY Unit 8110, Size 8 x 16	Operational		
D-Cell Batteries	12	Midwest, WY Unit 8110, Size 8 x 16	Operational		
6 Volt Batteries (Size 4)	10	Midwest, WY Unit 8110, Size 8 x 16	Operational		

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Lot Cable Clamps, Screws and Bolts	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Coil Bailing Wire	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Steel Buckets	0	Midwest, WY Unit 8110,	Operational		

		Size 8 x 16	PHMSA 000125568		
Plastic Buckets	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Roll of Wire Mesh Fencing	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Suction Hose with Screen	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Boxes of Pens	2	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Log Books	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Winch - 8000 LB Hitch Mounted	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Portable Spill Tub - 3' x 2' x 18"	2	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Orange Flag	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Bundle of Spotter Flags	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Gas Cans	2	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Rolls of Caution Tape	2	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Rag Cloth Ringer	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		

Steel Hooks	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Bungee Cord Straps	2	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Box of Crayons	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Eye Bolts with Nuts	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Pins for Boom Connectors	0	Midwest, WY Unit 8110, Size 8 x 16	Operational		
Box wiping rags	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Folding chairs	4	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of hip waders	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of rubber boots	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		

SECTION 7 - SUSTAINED RESPONSE ACTIONS

5 gal. gas can with reg gas	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational	HMSA1000125570	
5 gal. gas can with premix gas	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of spark plugs & premix, engine, & bar oils	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Homelite chain saw 360 automatic 16" with case	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Hand spreader / seeder	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Honda powered rope puller	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
4 ft oval metal tub	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
2 ft rubber tub	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
STIHL weed eater, FS	1	Black 20 ft. Spill Trailer	Operational		

250R		(Unit # 9188 Lic. 12918), Front Trailer Section	PHMSA 000125571		
Batteries, 2 boxes each, AAA, AA, C, D	8	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
QC pins for Boom clamps, box of 25	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land			
Wall container with nails & staples	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Wall container with AAA, AA, C, & D batteries	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Drawer of gloves - nitrile, PVC, cotton, & leather	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Drawer of MSA goggles & hat straps	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918),	Operational		

SECTION 7 - SUSTAINED RESPONSE ACTIONS

		Front Trailer Section	PHMSA 000125572		
Drawer of office supplies & tape measures	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Drawer of triangles & propane torch kit	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Spare tire & hydraulic jack	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Roll of garden hose	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
70 qt. Ice chest	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
5 gal. drink cooler	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Bundle of tarps	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Portable AC lamps with handles - pig tail connections	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		

Portable fluorescent flood light	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational	PHMSA 000125573	
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*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Tripod for portable lights	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Bundle of spare bulbs	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
42 gal. trash bags - boxed	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
3.5 gal. Solvent sprayer	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Oclansorb spill kit	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of slicker suits	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918),	Operational		

		Front Trailer Section	PHMSA 000125574		
1 1/2" fire hose - 50 ft. long & nozzles	7	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Honda generator EQ 1500 Watt	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of extensions cords & multi taps		Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Box wiping rags	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Rolls of 4 ft orange fencing	3	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Rolls of poly sheeting	4	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Small chain	1	Black 20 ft.	Operational		

SECTION 7 - SUSTAINED RESPONSE ACTIONS

ling drag		Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	PHMSA 000125575		
Sign posts - 6 ft. long	6	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
T fence posts	10	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Post pounder	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Barbed wire roll with post clips	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Bag of loose absorbant booms	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Poly netting - Lg roll	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Come-along 2000lbs	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
12" X 10" Poly culvert	2	Black 20 ft. Spill Trailer (Unit # 9188	Operational		

		Lic. 12918), Rear Trailer Section	PHMSA 000125576		
8" X 10" Poly culvert	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
55 gal. Poly hazmat drum	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
30 gal. Trash cans	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
5 gal. Metal cans	5	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Rear Trailer Section	Operational		
Poly rope 1/2" & 5/8"- large rolls	12	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		
Nylon rope 3/8" 600 ft roll	1	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 -	Operational		

		15-TRL-198), Rear Trailer Section	PHMSA 000125577		
Nylon rope 1/2" 600 ft roll	1	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		
Cable 1/4" 385 ft roll	3	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		
Round bouys	3	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Front Trailer Section	Operational		
3/8" Poly rope on portable reel - continous roll	1	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Front Trailer Section	Operational		
3/8" Poly rope on portable reel - 4 ea 100' sections	1	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Front Trailer Section	Operational		
10' X 1/2' Wire cable slings	6	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		

Box of wiping rags, STO	4	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational	PHMSA 000125578	
Boat propellers, 2 Mercury, 2 Johnson	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
10' x 12' poly tarps	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Hydraulic jack, 10 ton	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Chest cooler, 80 qt.	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
5-gallon drinking water cooler	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo	Operational		

SECTION 7 - SUSTAINED RESPONSE ACTIONS

		Trailer, Unit 1 Dry Land	PHMSA 000125579		
Eagle Safety fuel can, 5 gal	80	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
D-rings	4	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Helper winch	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Empty Plywood Boxes	3	Casper Station Yard, "Cross" Storage Dock	Operational		
Portable light stands with 2 lights per stand	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Extension cord, HD 50ft	4	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Extension cord, HD 100 ft.	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Disposable coveralls (M, L, XL and	4 boxes	Fort Laramie, Wyoming Spill Trailer,	Operational		

XXL)		1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	PHMSA 000125580		
Traffic and incident control equipment signs, barrier tape	1 lot	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Green vests for incident commander	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Orange vests for spill responders	3	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Green strobe lights with magnetic base	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Bull horn w/ C batteries	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
HAZ-MAT	1	Fort Laramie,	Operational		

SECTION 7 - SUSTAINED RESPONSE ACTIONS

over pack 55-gallon drums		Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	PHMSA 000125581		
Set complete line and station maps	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of brushes & soap	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of barrier tape, flashlights, chocks, & grn beacon	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Scrubs hand cleaner bucket	2	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Tub of rope, zip ties, & tarp straps	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
IC green vest & bundle of warning & safety signs	1	Black 20 ft. Spill Trailer (Unit # 9188 Lic. 12918), Front Trailer Section	Operational		
Chemical gloves, Neoprene, sized 9,10 and 11	36	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		

*Note: Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Nitril gloves, disposable, sized L & XL, 50/box	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Safety glasses, box	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
3M Respi mask N95, box	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Packing container, red	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
LEO bag, spare	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Anchor plate, Lrg. Pretzel	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1	Operational		

		Dry Land	PHMSA 000125583		
Tandem pulley	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Carabineer	50	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Cable Hoist	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Bucket, 5 gal	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Trash bags, 55 gal cap HD, roll	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Poly sheeting, 40x100' roll	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued



OTHER PHMSA 000125584					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Zip ties	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Stearns PFD type III, w/ cyalume markers	4	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
All Weather writing pads	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
All Weather writing pens	6	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Storage tubs	3	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Dawn, degreasing soap	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Hand brush	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo	Operational		

		Trailer, Unit 1 Dry Land	PHMSA 000125585		
Jumbo scrub brush	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Hudson Super sprayer, 3gal	2	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Mirror	1	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Duct tape, roll	4	Fort Laramie, Wyoming Spill Trailer, 1981 8' x 16' Wells Cargo Trailer, Unit 1 Dry Land	Operational		
Inflatable work vest - type 111 & V & spare CO2	2	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

7.1.1 Facility Response Equipment, Continued

OTHER					
TYPE/YEAR	QUANTITY	STORAGE LOCATION	OPERATIONAL STATUS		
Propellers 9 1/2" 10 RN	3	Boom Deployment	Operational		

Alum. Evinrude 8-15 HP		16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	PHMSA 000125586		
Cable clamps - bagged	1	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		
Carabiners - bagged	1	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		
1" Steel posts for rope tie down	19	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		
Post pounder	1	Boom Deployment 16 ft. Enclosed Spill Trailer (Unit 8262 - 15-TRL-198), Rear Trailer Section	Operational		

***Note:** Response equipment is tested and deployed as described in **FIGURE A.1-2** and **FIGURE A.1-4**.

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

*USCG Classified OSRO for facility

COMPANY/CONTRACTOR	EQUIPMENT	RESPONSE TIME
--------------------	-----------	------------------

*U.S. Environmental Services (USES) Meraux, LA	Full Response Capability HMSA 000125187	hours
O'Briens Response Management Slidell, LA	Incident Command System Contractor	hours
*NRC (National Response Corporation) Houston, TX	Full Response Capabilities per U.S. Coast Guard Classification, including aerial tracking and dispersants	hours
C-K Associates, LLC Baton Rouge, LA		hours
Center for Toxicology and Environmental Health, LLC (CTEH) North Little Rock, AR		hours
Southwest WY Coop ,		0 hours
Worley Catastrophe Response Hammond, LA	None - Claims Company	0 hours
Edwards Jet Center Billings, MT.	Jets	2 hours
Oilind Safety ,	Air Monitoring Equipment	2 hours
RMEC Environmental Inc. Salt Lake City, UT.		2 hours
Onsite Safety Casper, WY.	Air Monitoring	2 hours
Fremont Environmental Inc. Thornton, CO	Manpower and sampling analysis	2 hours
EnviroCare North Salt Lake, UT	Emergency/spill response equipment and personnel.	6 hours
*Environmental Restoration Morrow, GA	Full Response Capability	8 hours
*H2O Salt Lake City, Ut	All equipment required for Tier III Spill response.	8 hours
Montana/Wyoming Coop. Laurel, MT	(Northern Wyoming Only) Emergency/spill response equipment and personnel.	8 hours
TDS Collections, Inc. (TDS Environmental Service) Torrington, WY	Emergency/spill response clean up and hazardous waste disposal.	8 hours
Belfor Environmental Denver, CO	Emergency/spill response equipment and personnel.	8 hours

Note: Response times are based on 35 mph for land (five knots for water) and take into account traffic, weather, and other environmental conditions that could restrict response efforts.

7.1.2 Response Equipment Inspection and Maintenance

Company response equipment is tested and inspected as noted below. The Manager of Operations is responsible for ensuring that the following response equipment and testing procedures are implemented. These consist of:

- Containment boom** During semiannual boom deployment exercises, boom will be inspected for signs of structural deficiencies. If tears in fabric or rotting is observed, boom will be repaired or replaced. In addition, end connectors will be inspected for evidence of corrosion. If severe corrosion is detected, equipment will be repaired or replaced.
- Miscellaneous equipment** Other response equipment identified in this Plan will be inventoried and tested on a semiannual basis to ensure that the stated quantities are in inventory and in proper working order. The equipment inspection and deployment exercises are recorded and maintained at the facility and retained for a period of five years. Exercise requirements are listed in **APPENDIX A.1**. A Spill/Exercise Documentation form is in **FIGURE A.1-3**. **FIGURE A.1-4** provides a log for response equipment testing and deployment drills.

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 **FIGURE 3.1-5**.
- 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 and equipment lists of contractors without USCG classification.

7.1.4 Command Post

In the event of a major spill or other emergency, both a Company off-site EMT Command Center and a Command Post (located close to but at a safe distance back from the incident scene) may be established. For a minor emergency, only a Command Post may be established. Refer to **FIGURE 7.1-2** for guidelines in establishing a Command Post.

FIGURE 7.1-2 - COMMAND POST CHECKLIST

COMMAND POST CHECKLIST	INITIALS	DATE/TIME	DATE/TIME
------------------------	----------	-----------	-----------

	PHMSA 000125589	STARTED	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.			

Command Posts for this facility are located at "list location":Houston, TX Corporate Office

7.1.5 Staging Area

According to the incident type and magnitude, numerous staging areas may be required to support containment and cleanup operations. The staging area should be located in the cold zone inside the delineated isolation perimeter.

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.

Staging areas for this facility are located at "list location": On Site As Needed

7.1.6 Communications Plan

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

The Company communications plan includes the use of telephones (cellular or radio, or both). This system provides the capability to communicate with the OCC located in Midland, Texas. In addition, voice communications can be established with field and emergency response personnel. Land telephone lines would be used as a secondary means of communication.

Additional communications equipment (satellite phones, 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.

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.			
Evaluate need for internet access.			
Ensure recharging stations for cellular phones.			
VHF radio communications: <ul style="list-style-type: none"> • Establish frequencies. • Assign call signs. • Distribute radios. • Establish communications schedule. 			
Ensure recharging stations for VHF radios.			
Determine need for VHF repeaters.			
Ensure copy machine available.			
Ensure communications resource			

accountability.	PHMSA 000125591		
Ensure responders have capability to communicate with aircraft.			

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

7.2 EXTERNAL COMMUNICATIONS DURING AN INCIDENT

Many incidents create an intense desire for information among the media, local residents, elected officials, regulators and other key stakeholders. Plains strives to be a trusted source for information during an incident, which will help each of these key stakeholders informed. Plains recognizes that if we, or our response partners, are not the primary sources of information during the response, the news coverage and information flow may not reflect the response efforts or portray the company accurately.

It is the intent of the Plains Communications team to lead the communications efforts during an incident. However, early in the incident response, some communications activities might fall to First Responders (fire, police, other emergency responders on scene) or PAA field managers. PAA asset/terminal managers should be prepared to compile vital information, share that information with a Plains Communications team member, and, in rare instances approved by the Plains Communications team, communicate directly with the media.

This section provides instruction and protocol for how to begin a communications response while the Plains Communications team mobilizes.

7.2.1 Steps to Take When an Incident Occurs

Step One: Make the Required Notifications

The Communications team will be notified of an incident by the VP of Operations or one of his direct reports. Please alert the Communications team directly if the circumstances require a more timely response from the team (i.e. reporters are already on site/have called requesting information) or if the circumstances do not meet the definition of a typical operational incident but require communications support (see "Non-Operational Risks and Other Considerations" segment in **SECTION 2** for more information). Please contact the following individuals:

Brad Leone

Manager, Communications

Office: 713-646-4196

(b) (6)

bleone@paalp.com

Roy Lamoreaux

Director, Investor Relations

Office: 713-646-4222

(b) (6)

rilamoreaux@paalp.com

In the event that neither Brad nor Roy is available, contact Tim O'Leary at O'Brien's Response Management (b) (6) mobile; Timothy.O'Leary@obriensrm.com) or Kirsten Kennedy (b) (6) mobile; KCKennedy@paalp.com). Both have been briefed on the Plains incident communications response process and will be able to provide support and activate resources as needed.

If the news media contact any Plains field employee or contractor prior to engagement of the Corporate communications team and the field manager, in consultation with a Division Manager/Assistant Division Manager, feels that a response must be provided, the approved response to their inquiry can be found in the 'Pre-Approved Media Response Information'

portion of this document.

Step Two: Compile a Fact Sheet

An essential aspect of the communications response is having as much accurate information as possible as quickly as possible.

As soon as it has been assessed that an incident may invite scrutiny, assemble a fact sheet using the **following information fields or using the template in SECTION 7.2.3 of this section**. The fact sheet will serve as an internal document and the basis for later communications. It is important that it be completed as thoroughly as possible.

7.2.1 Steps to Take When an Incident Occurs, Continued

Please do not speculate or guess when populating the fact sheet. Use clear and concise language, and avoid vague answers.

Fact Sheet Fields (the full form can be found in **SECTION 7.2.3**):

- Date/time of the incident
- Location of the incident
- Number of company personnel involved (do not release names)
- Company assets involved (do not speculate on damage or amount of product released)
- Description of what happened and the timing if known
- Status of emergency response
 - Actions taken and planned
 - Resources mobilized
 - Authorities notified
 - Injuries sustained
- Mitigation required to return to normal operations

Once completed, the fact sheet should be submitted to a member of the Plains Communications team.

Step Three: Log Media Inquiries

Generally speaking, your interaction with reporters should be limited. However, some incidents (e.g. explosions or fires) will generate more media interest than others. During these incidents you may find members of the news media at the facility seeking comment or several media outlets trying to reach you by telephone for comment - even before you are able to coordinate an appropriate response with the Plains Communications team.

During every interaction with the media, please obtain the reporter's name, contact information and affiliation. Record this information in a Media Contact Log in the Appendix and provide the information to the Communications team as soon as possible. This log will help the Plains Communications team keep track of the various media enquiries and respond to them in a timely fashion.

Step Four: Determine if Additional Media Interaction is Required

In the event that news media are on site or calling regularly, it is possible that you could be required to provide information to the media. The decision to provide information to the media is not something that should be taken lightly; it should be done in conjunction with the Plains

Communications team and your Division Manager to determine the best course of action.

If it is agreed that communicating with the media is in the best interest of the company, District/Terminal Managers are authorized to share several pre-approved key points. The intent of sharing the pre-approved key points is to allow District/Terminal managers to communicate basic information to the media before the company has been able to develop a more specific response. This course of action should help the media to understand that Plains is willing to communicate and will provide more information at a later time; ideally, it will take immediate pressure off the Operations team with regards to media response and allow them to focus on mitigation and response efforts.

7.2.1 Steps to Take When an Incident Occurs, Continued

Pre-Approved Media Response Information

Following is information that has been pre-approved for distribution to the media. It should be shared by the most senior person at the incident - ideally someone who has received media training from Plains.

1. Remain calm, introduce yourself (name and title) and ask the name and affiliation of the reporter (be sure to record this in the media log).
2. Acknowledge the incident that has occurred.
3. Explain:
 - a. We have activated our emergency response plan.
 - b. We are working closely with local emergency responders.
 - c. Our personnel are well-trained on emergency response procedures.
 - d. The Company intends to provide information through a designated spokesperson.
4. Provide the reporter with the names and contact information of the Plains Communications Team.
5. Politely disengage with the reporter and return to your response activities.
6. Report the media interaction to a member of the Plains Communications team.

When making initial contact with the media, **do not attempt to answer questions**, speculate about the facts or say anything that could be disproved at a later time.

7.2.2 Communications Checklist

Following is a simplified checklist to review during an incident to ensure the proper steps are taken from a communications standpoint:

	Notify Supervisor/Control Center and/or Plains Communications team of an incident of significance.
	Compile fact sheet using the form provided and send it to the Plains Communications team.
	If a member of the news media contacts you, complete the media log and notify the Plains Communications team.
	Work with the Plains Communications team and local managers to determine if additional media interaction is required (handle locally if needed).

7.2.3 Fact Sheet

Please prepare the following information about an incident and forward the completed sheets via email or fax (713-646-4572) to Brad Leone (bleone@paalp.com) and Roy Lamoreaux (rilamoreaux@paalp.com), or simply call them and provide the information over the phone.

INCIDENT FACT SHEET TEMPLATE	
Date/Time of Incident:	
Location:	
Number of Company Personnel Injured/Killed:	
Company Assets Involved:	
Emergency Response Status:	
<i>Actions taken/planned:</i>	
<i>Resources mobilized:</i>	
<i>Authorities notified:</i>	
<i>Injuries sustained:</i>	
Mitigation Required:	

Date/Time of Incident:	
Location:	
Number of Company Personnel Injured/Killed:	
Company Assets Involved:	
Emergency Response Status:	
<i>Actions taken/planned:</i>	
<i>Resources mobilized:</i>	
<i>Authorities notified:</i>	
<i>Injuries sustained:</i>	
Mitigation Required:	

7.2.4 Media Log (remove and make copies as needed)

During every interaction with the media, obtain the reporter's name, contact information and affiliation. Record the information as calls are received and forward the completed sheets via email or fax (713-646-4572) to Brad Leone (bleone@paalp.com) and Roy Lamoreaux (rilamoreaux@paalp.com), or simply call them and provide the information over the phone.

Date:	Time:	Received by:
Reporter's Name:		
Media Outlet/Affiliation:		

Phone Number:	Email address:	PHMSA 000125595
Deadline:		
Information requested:		
Information forwarded to spokesperson <input type="checkbox"/>		

Date:	Time:	Received by:
Reporter's Name:		
Media Outlet/Affiliation:		
Phone Number:	Email address:	
Deadline:		
Information requested:		
Information forwarded to spokesperson <input type="checkbox"/>		

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

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

7.4 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 5.4**) addressing the proper PPE and waste handling procedures.
- Development of a Disposal Plan (**SECTION 5.6**) in accordance with any federal, state, and/or local regulations.
- 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 Federal, State, and Local laws and 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.
- Treating waste to reduce hazards or reducing amount of waste generated.

7.4 WASTE MANAGEMENT, CONTINUED

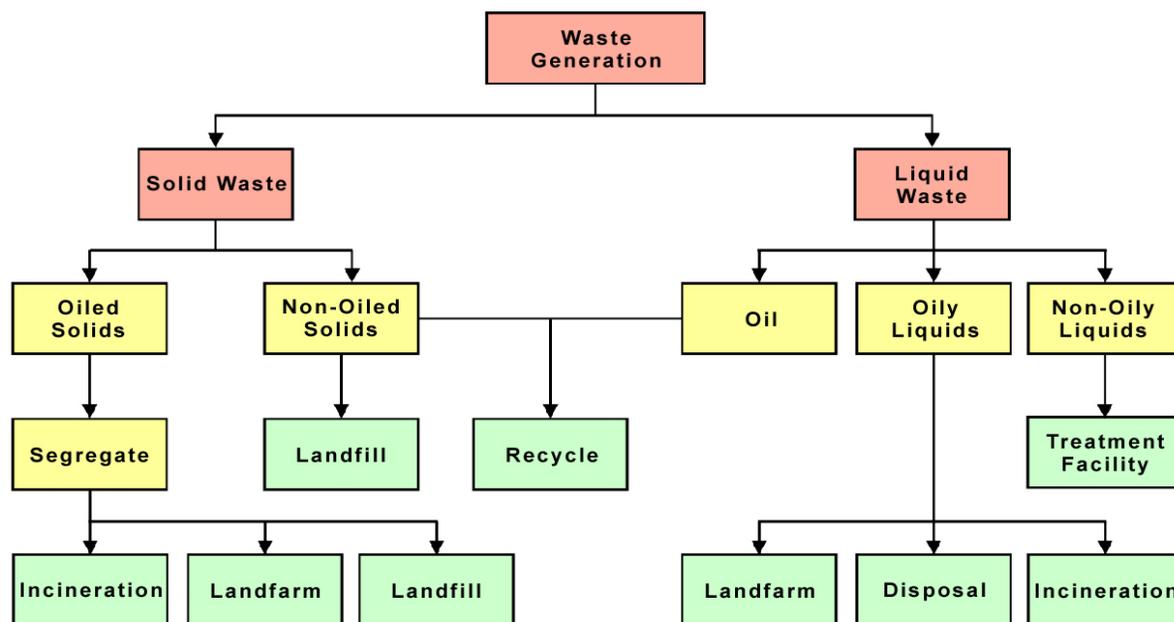
- The management of the wastes generated in cleanup and recovery activities must be conducted with the overall objective of ensuring:
 - Worker safety,
 - Waste minimization,
 - Cost effectiveness, and
 - Minimization of environmental impacts.
- Proper disposal.
- Minimization of present and future environmental 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 7.4-1**. An overall checklist for containment and disposal is provided in **FIGURE 7.4-2**.

FIGURE 7.4-1 - WASTE MANAGEMENT FLOW CHART**FIGURE 7.4-2 - GENERAL WASTE CONTAINMENT AND DISPOSAL CHECKLIST**

CONSIDERATION	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? PHMSA 000125599	
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?	

7.4.1 Waste Storage

During an oil spill, the volume of oil that can be recovered depends on the storage capacity available. Typical short-term (temporary) storage methods are provided in FIGURE 7.4-3. If storage containers such as 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.

Use of any site for storage is dependent on the approval of local authorities. The following elements affect the choice of a potential storage site:

- Geology
- Soil
- Surface water
- Covered materials
- Climatic factor
- Toxic air emissions
- Access
- Ground water
- Flooding
- Slope
- Capacity
- Land use
- Security
- Public contact

FIGURE 7.4-3 - TEMPORARY STORAGE METHODS

CONTAINMENT	PRODUCT						CAPACITY
	OIL	OIL/WATER	OIL/SOIL	OIL/DEBRIS (Small)	OIL/DEBRIS (Medium)	OIL/DEBRIS (Large)	
Drums	X	X	X				0.2-0.5 yd ³
Bags		X	X	X			1.0-2.0 yd ³
Boxes		X	X	X			1-5 yd ³
Open top rolloff	X	X	X	X	X	X	8-40 yd ³
Roll top rolloff	X	X	X	X	X	X	15-25 yd ³
Vacuum box	X	X					15-25 yd ³
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		PHMSA 000125600			2,000-4,000 gal
Barge	X	X					3,000+ gal
Berm, 4 ft		X	X	X	X	X	1 yd ³
Bladders	X	X					25-1,500 gal

7.4.2 Waste Transfer

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

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

There are four general classes of transfer systems that could be employed to effect oily waste transfer operations. The following is a brief description of the four transfer systems:

Pumps

Rotary pumps, such as centrifugal pumps, may be used when transferring large volumes of oil, but they may not be appropriate for pumping mixtures of oil and water. The extreme shearing action of centrifugal pumps tends to emulsify oil and water, thereby increasing the viscosity of the mixture and causing low, inefficient transfer rates.

The resultant emulsion would also be more difficult to separate into oil and water fractions. Lobe or "positive displacement" pumps work well on heavy, viscous oils, and do not emulsify the oil/water mixture. Double-acting piston and double acting diaphragm pumps are

reciprocating pumps that may also be used to pump oily wastes. OHSWA 000125601

7.4.2 Waste Transfer, Continued

Vacuum Systems

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

Belt / Screw Conveyors

Conveyor may be used to transfer oily wastes containing a large amount of debris. These systems can transfer weathered debris laden oil either horizontally or vertically for short distances but are bulky and difficult to operate.

Wheeled Vehicles

Wheeled vehicles may be used to transfer liquid waste of oily debris to storage or disposal sites. These vehicles are readily available but have a limited rate (i.e., 100 bbls) and require good site access.

7.4.3 Waste Disposal

In order to obtain the best overall Incident Disposal Plan, a combination of methods should be used. There is no template or combination of methods that can be used in every spill situation. Each incident should be reviewed carefully to ensure an appropriate combination of disposal techniques are employed.

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

Recycling

Recycling involves processing discarded materials for another use.

Incineration

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

In-Situ Burning / Open Burning

Burning techniques entail igniting oil or oiled debris allowing it to burn under ambient conditions. These disposal techniques are subject to restrictions and permit requirements established by federal, state, and local laws. Permission for in-situ burning may be difficult to obtain when the burn takes place near populated areas.

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

Landfill Disposal

This technique entails burying the recovered oil in a approved landfill in accordance with regulatory procedures. Landfill disposal of free liquids is prohibited by federal law in the United States.

SECTION 8 Last Revised: May 2008
DEMOBILIZATION / POST-INCIDENT REVIEW

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8.1 Terminating the Response

8.2 Demobilization

Figure 8.2-1 - Demobilization Checklist

8.3 Post-Incident Review

Figure 8.3-1 - Standard Incident Debriefing Form

8.3.1 Final Spill Cleanup Report

8.1 TERMINATING THE RESPONSE

PHMSA 000125603

- 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 5.8**). 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			

PHMSA 000125605

Aspects of the response which could be improved:
Name:
Title:
Signature:

8.3.1 Final Spill Cleanup Report

A final, comprehensive report shall be prepared by the Incident Commander or designee and forwarded to the Administrator within 90 days 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):

- Name, address, and telephone number of the owner or operator.
- Name, address, and telephone number of the Facility.
- 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.
- Estimated quantity and disposition of recovered material that resulted from the incident.
- Description of actual or potential hazards to human health or 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.

PHMSA 000125606

- 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.
- The extent of injuries, if any.
- 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.

8.3.1 Final Spill Cleanup Report, Continued

- All other relative information.
- A final signature as follows:

The above information is true to the best of my knowledge and belief:

Name:
Title:
Signature:
Date:

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A. TRAINING / EXERCISES

B. CONTRACTOR RESPONSE EQUIPMENT

C. TANK TABLES, COMPANY FORMS, PLOT PLANS

D. HAZARD EVALUATION AND RISK ANALYSIS

E. CROSS-REFERENCES

F. ACRONYMS AND DEFINITIONS

G. ADDITIONAL INFORMATION

APPENDICES

APPENDIX A TRAINING / EXERCISES

Last Revised: May 2008

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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 - Spill / Exercise Documentation Form

Figure A.1-4 - EPA Required Response Equipment Testing
and Deployment Drill Log

Figure A.1-5 - Qualified Individual Notification Drill Log

Figure A.1-6 - Emergency Management Team Tabletop
Exercise Log

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.3 Additional Programs

A.3.1 - Alcohol and Drug Program

A.3.2 - Safety Incentive Program

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 Environmental Regulator and Compliance (ERC) Directors or designee, 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 a Spill/Exercise Documentation form or a corresponding Company form may be used, and **FIGURE A.1-4** provides a log for response equipment testing and deployment drill.

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: <ul style="list-style-type: none"> • Unified Command • Response management system 	<p>Demonstrate the ability of the spill response organization to work within a unified command.</p> <p>Demonstrate the ability of the response organization to operate within the framework of the response management system identified in their respective plans.</p>
4. Source 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, mitigate, and remove the discharged product includes mitigation and removal activities.
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 throughout the scope of the Plan for the spill response organization.
11. Transportation	Demonstrate the ability to establish effective multi-mode transportation both for execution of the discharge and support functions.
12. Personnel support	Demonstrate the ability to provide the necessary logistical 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 an 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"> Conducted quarterly. The facility initiates mock spill notification to QI. The Qualified Individual documents time/date of notification, name, and phone number of individual contacted. Document in accordance with form in FIGURE A.1-3.
Equipment deployment	<ul style="list-style-type: none"> Conducted semiannually. Response contractors listed in the plan must participate in annual deployment exercise. An exercise where response equipment is deployed to a specific site and operated in its normal operating medium. Document in accordance with form in FIGURE A.1-3.

EMT tabletop	<ul style="list-style-type: none"> • Conducted annually. • Tests EMT's response activities/responsibilities. • Documents Plan's effectiveness. • Must exercise worst case discharge scenario once every three years. • Must test all Plan components at least once every three years • Document in accordance with form in FIGURE A.1-3.
Unannounced	<ul style="list-style-type: none"> • Company will either participate in unannounced tabletop exercise or equipment deployment exercise on an annual basis, if selected. • Company may take credit for participation in government-initiated unannounced drill in lieu of drill required by PREP guidelines. • 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.
Area	<ul style="list-style-type: none"> • 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.
OTHER EXERCISE CONSIDERATIONS	
Drill program evaluation procedures	<ul style="list-style-type: none"> • Company conducts post-exercise meetings to discuss positive items, areas for improvement, and to develop action item checklist to be implemented later.
Records of drills	<ul style="list-style-type: none"> • Company will maintain exercise records for five years following completion of each exercise. • Records are maintained at the division offices. Please contact division Environmental and Regulatory Compliance Directors for a copy of the records. • 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.).

FIGURE A.1-3 - SPILL / EXERCISE DOCUMENTATION FORM

Retain this form for a minimum of five years (Other versions of this form may be used). Records are maintained at the division offices. Please contact division Environmental and Regulatory Compliance Directors for a copy of the records.

1. Date(s) performed:

2. <input type="checkbox"/> Exercise <input type="checkbox"/> Actual spill		PHMSA 000125613	
If exercise:			
<input type="checkbox"/> Announced <input type="checkbox"/> Unannounced <input type="checkbox"/> Deployment <input type="checkbox"/> Notification <input type="checkbox"/> Tabletop			
If exercise, frequency:			
<input type="checkbox"/> Quarter <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> 4th <input type="checkbox"/> Annual			
3. Location of exercise/spill:			
4. Time started:			
5. Description of scenario or spill including volume and content (crude oil, condensate, etc.):			
6. Describe how the following objectives were exercised:			
Team's knowledge of the Oil Spill Response Plan:			
	Yes	No	
Was briefing meeting conducted:	<input type="checkbox"/>	<input type="checkbox"/>	
Established field Command Post:	<input type="checkbox"/>	<input type="checkbox"/>	
Confirmed source was stopped:	<input type="checkbox"/>	<input type="checkbox"/>	
Developed Site Safety and Health Plan:	<input type="checkbox"/>	<input type="checkbox"/>	
Prepared ICS 201:	<input type="checkbox"/>	<input type="checkbox"/>	
Established work zones and perimeter security:	<input type="checkbox"/>	<input type="checkbox"/>	
Developed short range tactical plan:	<input type="checkbox"/>	<input type="checkbox"/>	
Developed long range tactical plan:	<input type="checkbox"/>	<input type="checkbox"/>	
Proper Notifications:			
Qualified Individual (or designee):	<input type="checkbox"/>	<input type="checkbox"/>	
Terminal Manager:	<input type="checkbox"/>	<input type="checkbox"/>	
Release/Spill Report Form completed:	<input type="checkbox"/>	<input type="checkbox"/>	
Notification to agencies completed (attach log):	<input type="checkbox"/>	<input type="checkbox"/>	

Transportation/Communication System: PHMSA 000125614		
Established primary/secondary communication system:	<input type="checkbox"/>	<input type="checkbox"/>
Primary: <input type="checkbox"/> cellular phone <input type="checkbox"/> two way radio <input type="checkbox"/> land telephone line		
Secondary: <input type="checkbox"/> cellular phone <input type="checkbox"/> two way radio <input type="checkbox"/> land telephone line		
<input type="checkbox"/> Other		

FIGURE A.1-3 - SPILL / EXERCISE DOCUMENTATION FORM, CONTINUED

Transportation/Communication System, Continued:		
	Yes	No
Motor vessel deployed:	<input type="checkbox"/>	<input type="checkbox"/>
Provider name:		
Helicopter/Sea plane deployed:	<input type="checkbox"/>	<input type="checkbox"/>
Call sign:		
Describe function (i.e., transportation, surveillance, dispersant application):		
Ability to access contracted Oil Spill Removal Organizations (OSROs):		
Who contacted - (name of individual and OSRO):		
When contacted:		
Response time projection for deployment:		
Type and amount of containment used:		
Spill material recovered:	<input type="checkbox"/>	<input type="checkbox"/>
Spilled material disposed:	<input type="checkbox"/>	<input type="checkbox"/>
Where?		
Ability to coordinate spill response with on-scene coordinator, state, and applicable agencies:		

PHMSA 000125615

Was regulatory on-scene coordinator(s) contacted:	<input type="checkbox"/>	<input type="checkbox"/>
List person and agency represented:		
Ability to access sensitive site and resource information in the Area Contingency Plan (ACP):		
Was pre-impact assessment conducted:	<input type="checkbox"/>	<input type="checkbox"/>
Were pre-impact samples taken:	<input type="checkbox"/>	<input type="checkbox"/>
Were pre-impact photographs taken:	<input type="checkbox"/>	<input type="checkbox"/>
Were NRDA specialists mobilized:	<input type="checkbox"/>	<input type="checkbox"/>
Were deficiencies identified:	<input type="checkbox"/>	<input type="checkbox"/>
If yes, changes implemented:	<input type="checkbox"/>	<input type="checkbox"/>
If no, why were changes not implemented:		
LESSONS LEARNED	PERSON RESPONSIBLE FOR FOLLOW-UP OF CORRECTIVE MEASURES	
	Name:	
	Position:	
	Certifying Signature:	

FIGURE A.1-4 - EPA REQUIRED RESPONSE EQUIPMENT TESTING AND DEPLOYMENT DRILL LOG

(Other versions of this form may be used.)

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	

Deployment frequency	PHMSA 000125616
OSRO Certification* (if applicable)	

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification* (if applicable)	

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification* (if applicable)	

Item:	Date of Last Update:
ACTIVITY	INFORMATION
Last inspection or response equipment test date	
Inspection frequency	
Last deployment drill date	
Deployment frequency	
OSRO Certification* (if applicable)	

***Note:** The Company will rely on the contracted OSRO's to maintain their equipment per their USCG Certification requirements.

FIGURE A.1-5 - QUALIFIED INDIVIDUAL NOTIFICATION DRILL LOG

(Other versions of this form may be used)

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	

Evaluation	PHMSA 000125617
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Qualified Individual(s) Contacted	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

FIGURE A.1-6 - EMERGENCY MANAGEMENT TEAM TABLETOP EXERCISE LOG

(Other versions of this form may be used)

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	

Evaluation	PHMSA 000125618
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

Company:	Date:
ACTIVITY	INFORMATION
Emergency Scenario	
Evaluation	
Changes to be Implemented	
Time Table for Implementation	

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"> All field personnel will be trained to properly report/monitor spills. Plan will be reviewed annually with employees. The Personnel Response Training Log is located in <u>FIGURE A.2-3</u>.
OSHA training requirements	<ul style="list-style-type: none"> All Company responders designated in Plan must have 24 hours of initial spill response training. Laborers having potential for minimal exposure must have 24 hours of initial oil spill response instruction and eight hours of actual field experience. 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 field experience. On-site management/supervisors required to receive same training as equipment operators/general laborers plus eight hours of specialized hazardous waste

	<p>management training. PHMSA 000125619</p> <ul style="list-style-type: none"> Managers/employees require eight hours of annual refresher training.
Spill management team personnel training	<ul style="list-style-type: none"> See recommended PREP Training Matrix (<u>FIGURE A.2-2</u>).
Training for casual laborers or volunteers	<ul style="list-style-type: none"> Company will not use casual laborers/volunteers for operations requiring HAZWOPER training.
Wildlife	<ul style="list-style-type: none"> Only trained personnel approved by USFWS and appropriate state agency will be used to treat oiled wildlife.
Training documentation and record maintenance	<ul style="list-style-type: none"> Training activity records will be retained for five years for all personnel following completion of training. Company will retain training records indefinitely for individuals assigned specific duties in the Plan. Training records will be maintained at the Corporate Headquarters.

FIGURE A.2-2 - PREP TRAINING PROGRAM MATRIX

TRAINING ELEMENT	QUALIFIED INDIVIDUAL (QI)	EMERGENCY MANAGEMENT TEAM (EMT)	FACILITY PERSONNEL
Captain of the Port (COTP) Zones or Environmental Protection Agency (EPA) Regions in which the facility is located		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
Information on the products stored, used, or transferred by the facility, including familiarity with the material safety data sheets (MSDS), special handling procedures, health and safety hazards, spill and fire fighting procedures		X	X
Procedures the facility personnel may use to mitigate or prevent any discharge or a			

substantial threat of a discharge of oil resulting from facility operational activities associated with internal or external cargo transfers, storage, or use	PHMSA 000125620		
Facility personnel responsibilities and procedures for use of facility equipment which may be available to mitigate or prevent an oil discharge		X	X
Operational capabilities of the contracted OSROs to respond small, medium, and large discharges		X	X
Responsibilities and authority of the Qualified Individual (QI) as described in the Spill Response Plan and Company response organization		X	X
The organization structure that will be used to manage the response actions including: <ul style="list-style-type: none"> • Command and control • Public information • Safety • Liaison with government agencies • Spill response operations • Planning • Logistics support • Finance 		X	X
The responsibilities and duties of each Emergency Management Team (EMT) within the organization structure		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			
The Area Contingency Plan (ACP) for the area in which the facility is located		X	X
The National Contingency Plan (NCP)	X	X	X
Roles and responsibilities of federal and state agencies in pollution response	X	X	X

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

	QUALIFIED	EMERGENCY MANAGEMENT	FACILITY
--	------------------	---------------------------------	-----------------

TRAINING ELEMENT	INDIVIDUAL (OI)	TEAM (EMT)	PERSONNEL
Available response resources identified in the Plan	x	x	
Contracting and ordering procedures to acquire OSRO resources identified in the Plan	x	x	
OSHA requirements for worker health and safety (29 CFR 1910.120)	x	x	x
Incident Command System/Unified Command System	x	x	
Public affairs		x	
Crisis management		x	
Procedures for obtaining approval for dispersant use or in-situ burning of the spill			
Oil spill trajectory analyses			
Sensitive biological areas		x	
This training procedure as described in the Plan for members of the EMT		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 cleanup technology including: <ul style="list-style-type: none"> • Oil containment • Oil recovery methods and devices • Equipment limitations and uses • Shoreline cleanup and protection • Spill trajectory analysis • Use of dispersants, in-situ burning, bioremediation • Waste storage and disposal considerations 		x	
Hazard recognition and evaluation		x	
Site safety and security procedures		x	
Personnel management, as applicable to designated job responsibilities		x	
Procedures for directing the deployment and use of spill response equipment, as applicable to designated job responsibilities		x	x
Specific procedures to shut down effected operations			x
Procedures to follow in the event of			x

discharge, potential discharge, or emergency involving the following equipment or scenarios: <ul style="list-style-type: none"> • Tank overfill • Tank rupture • Piping or pipeline rupture • Piping or pipeline leak, both under pressure or not under pressure, if applicable • Explosion or fire • Equipment failure • Failure of secondary containment system 	PHMSA 000125622		
QI's name and how to contact him or her			X

FIGURE A.2-3 - PERSONNEL RESPONSE TRAINING LOG

Training records are maintained at the terminal office (Other versions of this form may be used).

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

*Qualified Individual

A.3 ADDITIONAL PROGRAMS

A.3.1 Alcohol and Drug Program

The Company has developed and implemented a Drug and Alcohol Program. It provides for the testing of all DOT employees. The program also offers rehabilitation, treatment and follow-up testing for workers who seek assistance or who are found to be out of compliance. The program is run under complete confidentiality and is aimed at providing a drug-free workplace.

A.3.2 Safety Incentive Program

A Safety Incentive Program has been developed to encourage safe work practices.

APPENDIX B
CONTRACTOR RESPONSE EQUIPMENT

Last Revised: July 16, 2013

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B.1 Cooperatives and Contractors

B.1.1 OSRO Classification

Figure B.1-1 - Evidence of Contracts and Equipment Lists

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.

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.

The following is a listing of the USCG classified OSROs that may respond to incidents for areas listed in this Plan. For a detailed listing of USCG classified OSROs and other contractors by terminal, refer to **FIGURE 3.1-5** and **FIGURE 7.1-1**.

COMPANY / CONTRACTOR / TERM	APPLICABLE COTP ZONE (S)	USCG CLASSIFICATIONS								RESPONSE TIME		
		Facilities				Vessels						
		MM	W1	W2	W3	MM	W1	W2	W3			
U.S. Environmental Services (USES) 2809 East Judge Perez Drive Meraux LA 70075 Term of contract: To	Morgan City	River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	hours	
		Inland	✓	✓	✓		✓	✓	✓			
		Open Ocean										
		Offshore										
		Nearshore										
		Great Lakes										
NRC (National Response Corporation) 17350 State Highway 249, Suite 355 Houston TX 77064 Term of contract: To	Houston/Galveston	River/Canal	✓	✓	✓	✓	✓	✓	✓	✓	hours	
		Inland	✓	✓	✓	✓	✓	✓	✓	✓		
		Open Ocean			✓	✓	✓	✓	✓	✓		
		Offshore			✓	✓	✓	✓	✓	✓		
		Nearshore			✓	✓	✓	✓	✓	✓		
		Great Lakes										
Environmental Restoration 6940 Commercial Drive Morrow GA 30260	Savannah	River/Canal			✓	✓	✓		✓	✓	8 hours	
		Inland			✓				✓			
		Open Ocean										
		Offshore										

Term of contract: To	Nearshore	PHMSA 000125625								
	Great Lakes									
H2O 170 West 3440 South #170 Salt Lake City Ut 84115 Term of contract: To		Facilities			Vessels				8 hours	
		MM	W1	W2	W3	MM	W1	W2		W3
	River/Canal		✓	✓	✓					
	Inland		✓	✓	✓					
	Open Ocean									
	Offshore									
	Nearshore		✓	✓	✓					
	Great Lakes									

The following contractors are retained by the Company, but are not USCG classified OSROs within this Area:

- Montana/Wyoming Coop.
P.O. Box 909
Laurel,MT
59044
Response Time:8 hours
Term of contract:
To
- TDS Collections, Inc. (TDS Environmental Service)
P.O. Box 696
Torrington,WY
82240
Response Time:8 hours
Term of contract:
To
- Belfor Environmental
4975 Harris St.
Denver,CO
80239
Response Time:8 hours
Term of contract:
To
- EnviroCare
505 N. Main St.
North Salt Lake,UT
84054
Response Time:6 hours
Term of contract:
To
- Edwards Jet Center

Billings,MT.

Response Time:2 hours

Term of contract:

To

- Oilind Safety

,

Response Time:2 hours

Term of contract:

To

- RMEC Environmental Inc.
2188 S. Highland Dr. Ste. 201
Salt Lake City,UT.
84106

Response Time:2 hours

Term of contract:

To

- Onsite Safety

Casper,WY.

82604

Response Time:2 hours

Term of contract:

To

- Fremont Environmental Inc.
12061 Pennsylvania St Suite B-101
Thornton,CO
80241

Response Time:2 hours

Term of contract:

To

- Worley Catastrophe Response
303 Timber Creek
Hammond,LA
70403

Response Time:0 hours

Term of contract:

To

- O'Briens Response Management
2000 Old Spanish Trail, Suite 210
Slidell,LA
70458-8680

Response Time: hours

Term of contract:

To

- C-K Associates, LLC
17170 Perkins Road
Baton Rouge,LA

70810

PHMSA 000125627

Response Time: hours

Term of contract:

To

- Center for Toxicology and Environmental Health, LLC (CTEH)
5120 North Shore Drive
North Little Rock, AR
72118
Response Time: hours
Term of contract:
To
- Southwest WY Coop

Response Time:0 hours

Term of contract:

To

FIGURE 7.1-1 provides both OSRO and non-OSRO summarized equipment lists and response times.

FIGURE B.1-1 provides evidence of contracts with OSROs and equipment lists for contractors without USCG classification.

FIGURE B.1-1 - EVIDENCE OF CONTRACTS AND EQUIPMENT LISTS

(Only print one copy of each company's contract)

- Belfor Environmental, Denver, CO
- Center for Toxicology and Environmental Health, LLC (CTEH), North Little Rock, AR
- **C-K Associates, LLC, Baton Rouge, LA**
- Edwards Jet Center, Billings, MT.
- **EnviroCare, North Salt Lake, UT**
- **Environmental Restoration, Morrow, GA**
- **Environmental Restoration - Cascade Equipment List**
- Fremont Environmental Inc., Thornton, CO
- **H2O, Salt Lake City, Ut**
- **H2O - Cascade Equipment List**
- **Montana/Wyoming Coop., Laurel, MT**
- **NRC (National Response Corporation), Houston, TX**
- **O'Briens Response Management, Slidell, LA**
- Oilind Safety, ,
- **Oilind Safety - Cascade Equipment List**
- Onsite Safety, Casper, WY.

- RMEC Environmental Inc., Salt Lake City, UT. PHMSA 000125628
- **Southwest WY Coop.,**
- TDS Collections, Inc. (TDS Environmental Service), Torrington, WY
- **U.S. Environmental Services (USES), Meraux,LA**
- **U.S. Environmental Services (USES) - Cascade Equipment List**
- **Worley Catastrophe Response, Hammond,LA**

APPENDIX C

Last revised: May 2008

HAZARD EVALUATION AND RISK ANALYSIS

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C.1 Spill DetectionC.2 Worst Case Discharge (WCD) ScenarioC.3 Planning Volume CalculationsC.4 Spill Volume CalculationsC.5 Pipeline - Abnormal ConditionsC.6 Product Characteristics and HazardsFigure C.6-1- Summary of Commodity Characteristics

C.1 SPILL DETECTION

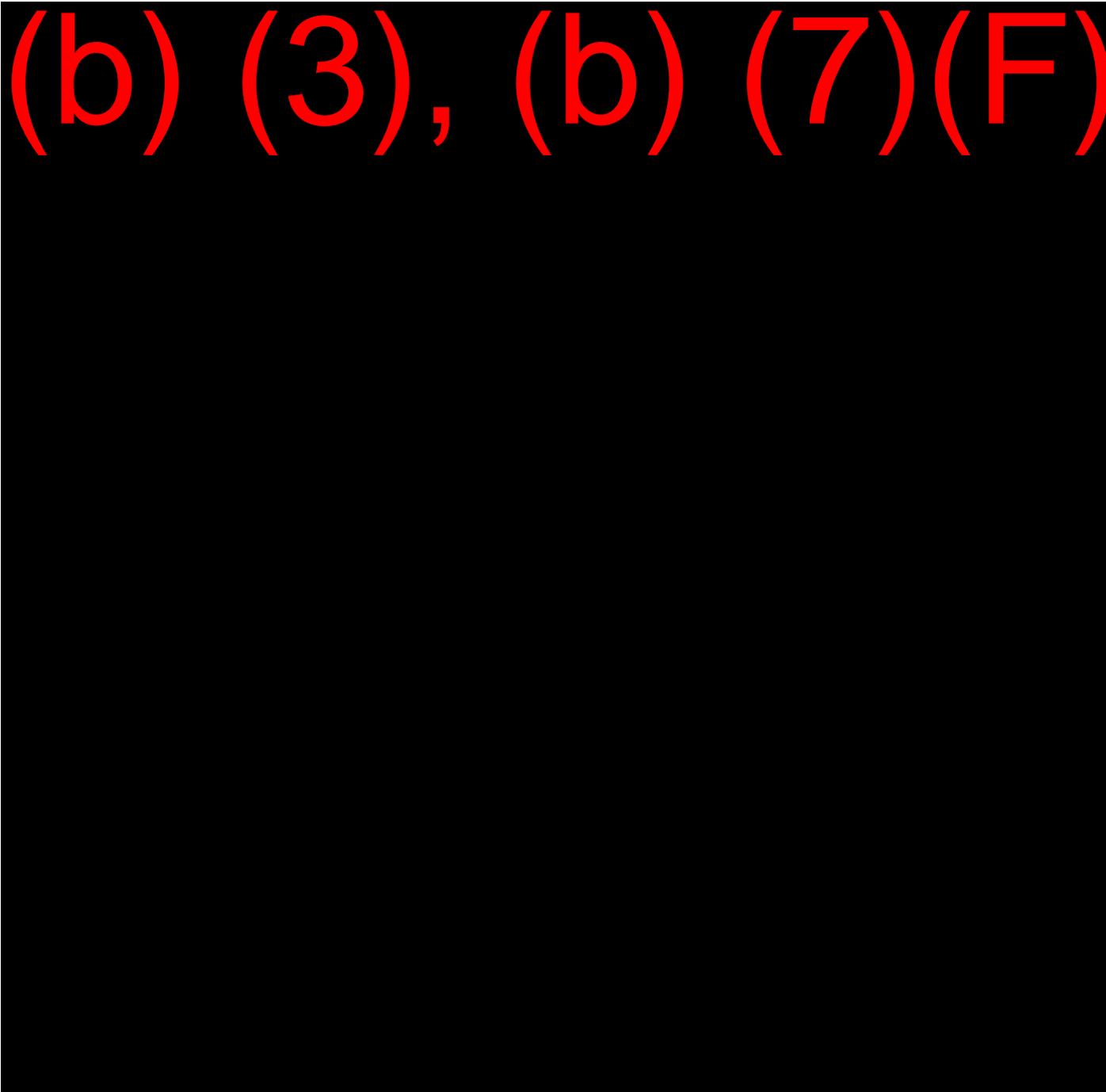
Detection

Detection of a discharge from the Company system may occur in a number of ways including:

- Automated detection by the Supervisory Control and Data Acquisition (SCADA) system.
- Visual detection by Company personnel.
- Visual detection by the public.

AVAILABILITY - ALL TANKS**Automated detection**

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



C.1 SPILL DETECTION, CONTINUED

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

- **Training**

All operators are compliant with DOT 195 Operator Qualification Requirements.

C.1 SPILL DETECTION, CONTINUED

Visual detection by Company personnel

Aerial patrol flights or land based pipeline patrols 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 2.2-1 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 generally will 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 area 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 effected 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.2 WORST CASE DISCHARGE (WCD) 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 Supervisory Personnel and notifications would be initiated in accordance with **FIGURE 2.2-1**.
2. The Area Supervisor/Manager of Operations would assume the role of Incident Commander until relieved and would initiate response actions and notifications in accordance with **SECTION 2**. If this were a small spill, the local/company personnel may handle all aspects of the response. Among those actions would be to:
 - Conduct safety assessment in accordance with **FIGURE 2.2-1** and evacuate personnel as needed in accordance with **SECTION 2**.
 - Direct facility responders to shut down ignition sources.
 - Direct facility personnel to position resources in accordance with **SECTION 6**.
 - Complete spill report form in accordance with **FIGURE 3.1-2**.
 - Ensure regulatory agencies are notified (**FIGURE 3.1-5**).
3. If this were a small or medium spill, the Qualified Individual/Incident Commander may elect for the First Responder to remain the Incident Commander or to activate selected portions of the Emergency Management Team. However, for a large spill, the Qualified Individual would assume the role of Incident Commander and would activate the entire Emergency Management Team in accordance with activation procedures described in **SECTION 4.2**.
4. The Incident Commander would then initiate spill assessment procedures including surveillance operations, trajectory calculations, and spill volume estimating in accordance with **SECTION 2.1.3**.
5. The Incident Commander would then utilize checklists in **SECTION 4.6** as a reminder of ICS position responsibilities. The primary focus would be to establish incident priorities and objectives and to brief staff accordingly.
6. The Emergency 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 (**SECTION 5.4**)
 - Site Security (**SECTION 5.7**)
 - Incident Action (**SECTION 5.3.2**)
 - Decontamination (**SECTION 5.5**)
 - Disposal (**SECTION 5.6**)
 - Demobilization (**SECTION 5.8**)
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. PHMSA 000125635

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

The Company has determined the worst case discharge volume to be a catastrophic line failure of the largest line section with the greatest drainage capacity in each response zone or 50% percent of the volume of the largest tank in each zone.

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

The worst case tank volume is calculated as follows:

$$\text{Largest tank} \times \text{Credit for containment tank standards} = \text{Tank standards credit}$$

The Company has implemented all of the spill prevention measures, listed on the previous page, except tertiary containment. Therefore, the percent reduction allowed for credit equals 50% and the worst case discharge volume is 50% of the total volume.

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

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

Where:

WCD = worst case discharge (bbl)

(b) (3), (b) (7)(F)**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:

- Crude Oil

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 the Company intranet.

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
Crude Oil	Appropriate Product Name	2	3	C, H2S	0	May contain benzene, a carcinogen or hydrogen sulfide, which is harmful if inhaled; flash point varies widely.
Health Hazard	4 = Extremely Hazardous 3 = Hazardous 2 = Warning			Fire Hazard (Flash	4 = Below 73Â° F, 22Â° C	

<p>1 = Slightly Hazardous 0 = No Unusual Hazard</p>	<p>PHMSA 000125677 Point) 3 = Below 100° F, 37° C 2 = Below 200° F, 93° C 1 = Above 200° F, 93° C 0 = Will not burn</p>
<p>Special Hazard A = Asphyxiant C = Contains Carcinogen W = Reacts with Water Y = Radiation Hazard COR = Corrosive OX = Oxidizer H₂S = Hydrogen Sulfide P = Contents under Pressure T = Hot Material</p>	<p>Reactivity Hazard 4 = May Detonate at Room Temperature 3 = May Detonate with Heat or Shock 2 = Violent Chemical Change with High Temperature and Pressure 1 = Not Stable if Heated 0 = Stable</p>

APPENDIX D
CROSS-REFERENCES

Last revised: May 2008

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Figure D-1 - DOT / PHMSA Cross-Reference

**Figure D-2 - PHMSA Facility Response Plan Review
Cross-Reference**

FIGURE D-1 - DOT / PHMSA CROSS-REFERENCE PHMSA 000125639

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Information Summary	
<ul style="list-style-type: none"> For the core plan: 	
<ul style="list-style-type: none"> Name and address of operator 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> For each Response Zone which contains one or more line sections that meet the criteria for determining significant and substantial harm (Â§194.103), listing and description of Response Zones, including county(s) and state(s) 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> For each Response Zone appendix: 	
<ul style="list-style-type: none"> Information summary for core plan 	<u>Section 1</u>
<ul style="list-style-type: none"> QI names and telephone numbers, available on 24-hr basis 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> Description of Response Zone, including county(s) and state(s) in which a worst case discharge could cause substantial harm to the environment 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> List of line sections contained in Response Zone, identified by milepost or survey station or other operator designation 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> Basis for operator's determination of significant and substantial harm 	<u>Figure 1-2</u>
<ul style="list-style-type: none"> The type of oil and volume of the worst case discharge 	<u>Figure 1-2, Appendix C.4</u>
<ul style="list-style-type: none"> Certification that the operator has obtained, through contract or other approved means, the necessary private personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge or threat of such discharge 	<u>Section 1.3, Appendix B</u>
Notification Procedures	
<ul style="list-style-type: none"> Notification requirements that apply in each area of operation of pipelines covered by the plan, including applicable state or local requirements 	<u>Figure 3.1-4, Figure 3.1-5</u>
<ul style="list-style-type: none"> Checklist of notifications the operator or Qualified Individual is required to make under the response plan, listed in the order of priority 	<u>Figure 3.1-4, Figure 3.1-5</u>
<ul style="list-style-type: none"> Name of persons (individuals or organizations) to be notified of 	<u>Figure 3.1-1, Figure</u>

discharge, indicating whether notification is to be performed by operating personnel or other personnel	PHMSA 49 CFR 194.1256-4 3.1-4, Figure 3.1-5
<ul style="list-style-type: none"> Procedures for notifying Qualified Individuals 	Figure 3.1-1 , Section 4.5 , Figure 4.5-1
<ul style="list-style-type: none"> Primary and secondary communication methods by which notifications can be made 	Section 7.1.6

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Notification Procedures, Continued	
<ul style="list-style-type: none"> Information to be provided in the initial and each follow-up notification, including the following: <ul style="list-style-type: none"> Name of pipeline Time of discharge Location of discharge Name of oil recovered Reason for discharge (e.g. material failure, excavation damage, corrosion) Estimated volume of oil discharged Weather conditions on scene Actions taken or planned by persons on scene 	Figure 3.1-3
Spill Detection and On-Scene Spill Mitigation Procedures	
<ul style="list-style-type: none"> Methods of initial discharge detection 	Appendix C.1
<ul style="list-style-type: none"> Procedures, listed in order of priority, that personnel are required to follow in responding to a pipeline emergency to mitigate or prevent any discharge from the pipeline 	Section 2
<ul style="list-style-type: none"> List of equipment that may be needed in response activities based on land and navigable waters including: <ul style="list-style-type: none"> Transfer hoses and pumps Portable pumps and ancillary equipment Facilities available to transport and receive oil from a leaking pipeline 	Section 7.1.1 , Figure 7.1-1 , Appendix B
<ul style="list-style-type: none"> Identification of the availability, location, and contact phone numbers to obtain equipment for response activities on a 24-hour basis 	Figure 3.1-4 , Appendix B
<ul style="list-style-type: none"> Identification of personnel and their location, telephone numbers, and responsibilities for use of equipment in response 	Figure 3.1-4 , Section 7.1.1 , Appendix B

activities on a 24-hour basis	PHMSA 000125641
Response Activities	
<ul style="list-style-type: none"> Responsibilities of, and actions to be taken by, operating personnel to initiate and supervise response actions pending the arrival of the Qualified Individual or other response resources identified in the response plan 	<u>Section 2, Section 4.6, Appendix B</u>
<ul style="list-style-type: none"> Qualified Individual's responsibilities and authority, including notification of the response resources identified in the response plan 	<u>Section 4.5</u>
<ul style="list-style-type: none"> Procedures for coordinating the actions of the operator or Qualified Individual with the action of the OSC responsible for monitoring or directing those actions 	<u>Section 4.4, Figure 4.5-1</u>
<ul style="list-style-type: none"> Oil spill response organizations (OSRO) available through contract or other approved means, to respond to a worst case discharge to the maximum extent practicable 	<u>Appendix B</u>

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Response Activities, Continued	
<ul style="list-style-type: none"> For each organization identified under paragraph (d), a listing of: <ul style="list-style-type: none"> Equipment and supplies available Trained personnel necessary to continue operation of the equipment and staff the oil spill removal organization for the first seven days of the response 	<u>Appendix B</u>
List of Contacts	
<ul style="list-style-type: none"> List of persons the Plan requires the operator to contact 	<u>Figure 3.1-1</u>
<ul style="list-style-type: none"> Qualified individuals for the operator's areas of operation 	<u>Figure 1-2, Figure 3.1-4</u>
<ul style="list-style-type: none"> Applicable insurance representatives or surveyors for the operator's areas of operation 	<u>Figure 3.1-1</u>
<ul style="list-style-type: none"> Persons or organizations to notify for activation of response resources 	<u>Figure 3.1-1</u>
Training Procedures	
<ul style="list-style-type: none"> Description of training procedures and programs of the 	<u>Appendix A.2</u>

operations	PHMSA 000125642
Drill Procedures	
<ul style="list-style-type: none"> Announced and unannounced drills 	Figure A.1-2
<ul style="list-style-type: none"> Types of drills and their frequencies; for example: <ul style="list-style-type: none"> Manned pipeline emergency procedures and qualified individual notification drills conducted quarterly Drills involving emergency actions by assigned operating or maintenance personnel and notification of qualified individual on pipeline facilities which are normally unmanned, conducted quarterly Shore-based spill management team (SMT) tabletop drills conducted yearly Oil spill removal organization field equipment deployment drills conducted yearly A drill that exercises entire response plan for each Response Zone, would be conducted at least once every three years 	Figure A.1-2
Response Plan review and update procedures	
<ul style="list-style-type: none"> Procedures to meet Â§194.121 	Section 1.2
<ul style="list-style-type: none"> Procedures to review plan after a worst case discharge and to evaluate and record the plan's effectiveness 	Section 1.2 , Section 8.3
Response zone appendices	
Each response zone appendix would provide the following information:	
<ul style="list-style-type: none"> Name and telephone number of the qualified individual 	Figure 1-2
<ul style="list-style-type: none"> Notification procedures 	Figure 3.1-1
<ul style="list-style-type: none"> Spill detection and mitigation procedures 	Section 2.2.1 , Appendix C.1

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

OPA 90 REQUIREMENTS (49 CFR 194)	LOCATION
Response zone appendices, Continued	
<ul style="list-style-type: none"> Name, address, and telephone number of oil spill response organization 	Figure 3.1-4 , Figure 3.1-5 , Appendix B
<ul style="list-style-type: none"> Response activities and response resources including: 	Figure 3.1-4 , Appendix A ,

<ul style="list-style-type: none"> Equipment and supplies necessary to meet PHMSA 194.107(b)3 Trained personnel necessary to sustain operation of the equipment and to staff the oil spill response organization and spill management team for the first seven days of the response 	Appendix B
<ul style="list-style-type: none"> Names and telephone numbers of federal, state, and local agencies which the operator expects to assume pollution response responsibilities 	Figure 3.1-5
<ul style="list-style-type: none"> Worst case discharge volume 	Appendix C.4
<ul style="list-style-type: none"> Method used to determine the worst case discharge volume, with calculations 	Appendix C.4
<ul style="list-style-type: none"> A map that clearly shows: <ul style="list-style-type: none"> Location of worst case discharge Distance between each line section in the Response Zone: <ul style="list-style-type: none"> Each potentially affected public drinking water intake, lake, river, and stream within a radius of five miles of the line section Each potentially affected environmentally sensitive area within a radius of one mile of the line section 	Figure 1-4, Section 6.9
<ul style="list-style-type: none"> Piping diagram and plan-profile drawing of each line section; may be kept separate from the response plan if the location is identified 	Figure 1-2
<ul style="list-style-type: none"> For every oil transported by each pipeline in the response zone, emergency response data that: <ul style="list-style-type: none"> Include name, description, physical and chemical characteristics, health and safety hazards, and initial spill-handling and firefighting methods Meet 29 CFR 1910.1200 or 49 CFR 172.602 	Figure C.6-1

FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE

Office of Pipeline Safety (OPS)	LOCATION
National Contingency Plan and Area Contingency Plan Certifications (49 CFR 194.107(b))	
1.A. Has the operator reviewed the National Contingency Plan (NCP) and each applicable Area Contingency Plan (ACP)?	Section 1.1
1.B. Does the Facility Response Plan follow the Area Contingency Plans?	Section 1.1

1.C. Please list the names of the Area Contingency Plans and the pages in the Facility Response Plan that relate to the Area Contingency Plans.	Section 1.1, Entire Plan
Plan Information Summary (49 CFR 194.107(c)(1), (c)(1)(i) and (c)(2) and 49 CFR 194.113)	
2. Does the Plan Information Summary contain the following?	
<ul style="list-style-type: none"> The Operator Name, Street Address, City, State, and Zip Code. 	Figure 1-2
<ul style="list-style-type: none"> A list of response zones that meet the criteria for significant and substantial harm (49 CFR 194.113(a)(2)) and a list of response zones in which a worst-case discharge could cause substantial harm. 	Figure 1-2
<ul style="list-style-type: none"> The basis for the operator's determination that the response zone meets the criteria for significant and substantial harm and a statement that a worse case discharge in the response zone can be expected to cause significant and substantial harm for each response zone. 	Figure 1-2
<ul style="list-style-type: none"> Description of each response zone, including the county(s) and State(s). 	Figure 1-2
<ul style="list-style-type: none"> Explanation for each response zone designation. 	Figure 1-2
<ul style="list-style-type: none"> Name(s), title(s), and office and cellular telephone number(s) for the Qualified Individual(s) twenty-four hours a day in each response zone. 	Figure 1-2, Figure 3.1-4
<ul style="list-style-type: none"> Name(s), title(s), and office and cellular telephone number(s) for the Alternate Qualified Individual(s) twenty-four hours a day in each response zone. 	Figure 1-2, Figure 3.1-4
<ul style="list-style-type: none"> List of line sections in each response zone by milepost, survey station number, or other operator designation. 	Figure 1-2
<ul style="list-style-type: none"> If any response zone contains multiple pipeline systems, all pipeline systems are described and the oils they transport are listed. 	Figure 1-2
<ul style="list-style-type: none"> The type of oil and the volume of the worst-case discharge in each response zone. 	Figure 1-2
Notifications	
3.1. What person, position, or facility is responsible for starting immediate notification? (49 CFR 194.107(c)(1)(ii)) Please list the person's, position's, or facility's mailing and electronic mail addresses and office, fax, and cellular telephone information.	Figure 1-2
3.2. Is the person, position, or facility capable of starting immediate notification twenty-four hours a day, three hundred sixty-five days a	Section 3

year? (49 CFR 194.107(c)(1)(ii)) Please describe your immediate notification plan.

PHMSA 000125665

FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Notifications, Continued	
3.3. Do the Facility Response Plan notification procedures include telephone numbers so that the qualified individual(s) and oil spill removal organization(s) can be reached twenty-four hours a day, three hundred sixty-five days a year? (49 CFR 194.107(b)(1) and (2), 194.107(c)(1)(ii) and 194.113(b)(2))	Section 3
<ul style="list-style-type: none"> • Qualified Individual(s)? 	Figure 3.1-4
<ul style="list-style-type: none"> • Oil Spill Removal Organization(s)? 	Figure 3.1-4 , Figure 3.1-5
<ul style="list-style-type: none"> • Are the National Response Center numbers correctly listed as 1-800-424-8802 and 202-267-2675 in the plan? 	Figure 3.1-5
<ul style="list-style-type: none"> • Company personnel? 	Figure 3.1-4
3.4. Does the notification section include the following information? (49 CFR 194.107(b)(1) and (2), and 194.107(c)(1)(ii))	
<ul style="list-style-type: none"> • Name of pipeline operator? 	Figure 3.1-2 , Figure 3.1-3 , Figure 3.1-4
<ul style="list-style-type: none"> • Time of discharge? 	Figure 3.1-2 , Figure 3.1-3 , Figure 3.1-4
<ul style="list-style-type: none"> • Location of discharge? 	Figure 3.1-2 , Figure 3.1-3 , Figure 3.1-4
<ul style="list-style-type: none"> • Name of oil involved? 	Figure 3.1-2 , Figure 3.1-3 , Figure 3.1-4
<ul style="list-style-type: none"> • Reason for discharge? 	Figure 3.1-2 , Figure 3.1-3 , Figure 3.1-4
<ul style="list-style-type: none"> • Estimated volume of oil discharged? 	Figure 3.1-2 , Figure 3.1-3 , Figure 3.1-4
<ul style="list-style-type: none"> • Weather conditions on scene? 	Figure 3.1-2 , Figure 3.1-3 , Figure 3.1-4
3.5. Does the Facility Response Plan name and give the address(es) and telephone number(s) for the operator's oil spill removal organization(s)? (49 CFR 194.107(c)(1)(iv) and 194.115)	
<ul style="list-style-type: none"> • Name(s)? 	Appendix B.1.1
<ul style="list-style-type: none"> • Address(es)? 	Appendix B.1.1

PHMSA 000125646	
• Telephone Number(s)?	Figure 3.1-4 , Figure 3.1-5
Spill Detection and Mitigation Procedures	
4.1. Does the Facility Response Plan contain procedures to name and mitigate or prevent a substantial threat of a worst-case discharge? (49 CFR 194.107(a) and (b)(2)(i))	Appendix C.2
4.2. Does the Facility Response Plan name personnel, equipment, and procedures for detecting leaks and spills and locating spills throughout the response zone? (49 CFR 194.107(c)(1)(iii))	Figure 3.1-4 , Section 7.1.1 , Figure 7.1-1 , Appendix B
4.3. Does the Facility Response Plan name the maximum time to detect the spill and shut down flow in affected pipeline(s) in bad weather? (49 CFR 194.105(b)(1))	Appendix C.4
4.4. Does the Facility Response Plan have procedures to mitigate spills appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(2)(i), and (c)(1)(iii) and (v))	Section 2.2

FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Spill Containment	
5.1. Does the Facility Response Plan name spill containment strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v))	Section 7.4
5.2. Can planned spill containment activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Appendix C.4
5.3. Are containment equipment capacities described in sufficient detail and does the Facility Response Plan identify enough spill containment equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	Section 7.1.1 , Figure 7.1-1 , Appendix B
Spill Recovery	
6.1. Does the Facility Response Plan identify the spill recovery strategies appropriate for the response zone(s) and consistent with applicable Area Contingency Plan(s)? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (iv), and (c)(1)(v))	Section 2.2 , Appendix C.2
6.2. Can planned spill recovery activities be accomplished within the appropriate tier times?(49 CFR 194.107(b)(2)(i) and(c)(1)(v), and 194.115)	Appendix C
6.3. Are recovery equipment capacities described in sufficient detail and does the Facility Response Plan identify sufficient spill recovery	Section 7.1.1 , Figure 7.1-1 , Appendix B

equipment to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	
Disposal	
7.1. Does the Facility Response Plan identify disposal procedures, including temporary storage equipment for recovered oil appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i), and (c)(1)(v))	<u>Section 7.4, Section 7.1.1, Figure 7.1-1, Appendix B</u>
7.2. Can planned temporary storage and waste disposal activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	<u>Section 7.4, Appendix C.4</u>
7.3. Does the Facility Response Plan identify sufficient temporary storage capabilities to respond to a worst-case discharge to the maximum extent practicable? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	<u>Section 7.4, Section 7.1.1, Figure 7.1-1, Appendix B</u>
Sensitive Area Protection	
8.1. Does the Facility Response Plan identify the protection strategies appropriate for the response zone and consistent with applicable Area Contingency Plans? (49 CFR 194.107(b)(1)(iii), (b)(2)(i) and (ii), and (c)(1)(v))	<u>Section 6</u>
8.2. Can planned protection activities be accomplished within the appropriate tier times? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	<u>Section 6, Appendix C.4</u>

FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Response Management	
9.1. Is the response management system described in the Facility Response Plan based on an Incident Command System? (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3))	<u>Section 4</u>
9.2. Does the operator's response organization describe roles and responsibilities for (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3))	
<ul style="list-style-type: none"> • Qualified Individual? 	<u>Section 4.5</u>
<ul style="list-style-type: none"> • Other operator response personnel including the spill management team? 	<u>Section 4.5, Section 4.6</u>
<ul style="list-style-type: none"> • Contracted Oil Spill Removal Organization(s)? 	<u>Section 7.1.3, Figure A.1-2</u>
9.3. Does the operator's response organization describe how the operator works with the Unified Command and with responders including (49 CFR 194.107(b)(1)(i), (b)(2)(iii), and (c)(3))	<u>Section 4.4</u>

• Oil Spill Removal Organization(s)?	PHMSA 000125648	Figure 4.5-2, Section 4.6
• State and Local Responders?		Section 4.4
• Federal On-Scene Coordinator?		Section 4.4
Communications, Response Equipment and Transportation		
10.1. Does the Facility Response Plan describe appropriate communications procedures and system(s) adequate for notifications and response operations? (49 CFR 194.107(c)(1)(ii) and (v))		Section 7.1.6
10.2. Does the Facility Response Plan identify response equipment that the operator owns and maintains? (49 CFR 194.107(c)(1)(v) and 194.115(a))		Section 7.1.1
10.3. Does the Facility Response Plan describe procedures for maintaining response equipment the operator owns? (49 CFR 194.107(c)(1)(viii))		Section 7.1.2
10.4. Does the Facility Response Plan identify Oil Spill Removal Organization(s)' response equipment that the U.S. Coast Guard has not classified? (49 CFR 194.107(c)(1)(v) and 194.115(a))		Section 7.1.3, Appendix B
10.5. Does the Facility Response Plan describe procedures for maintaining Oil Spill Removal Organization(s)' response equipment that the U.S. Coast Guard has not classified? (49 CFR 194.107(c)(1)(viii))		Section 7.1.3, Appendix A.1
10.6. Does the Facility Response Plan identify location(s) for operator-owned and Oil Spill Removal Organization-owned response equipment? (49 CFR 194.115(b))		Section 7.1.1, Figure 7.1-1, Appendix B
10.7. Does the Facility Response Plan describe mobilizing and deploying response equipment within the appropriate tier times consistent with the plan's response activities? (49 CFR 194.107(c)(1)(v) and 194.115(b))		Appendix C.2
10.8. Does the size of the response zone permit planned response activities, including equipment mobilization and deployment, within the appropriate tier times? (49 CFR 194.115(b))		Appendix C.4

FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE, CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Response Personnel and Mobilization	
11.1. Does the Facility Response Plan identify enough trained personnel to respond to the worse case discharge consistent with the Plan's response activities? (49 CFR 194.107(a), (c)(1)(v), and (c)(3), 194.115, and 194.117)	Figure 3.1-4
11.2. Does the Facility Response Plan describe procedures for mobilizing and deploying response personnel throughout the response	Section 2, Section 3, Section 4.2

zone(s) consistent with the Plan's response activities? (49 CFR 194.107(b)(2)(i) and (c)(1)(v), and 194.115)	
Response Documentation and Worst Case Discharge	
12.1. Does the operator describe procedures the response management organization must use to document response decisions, activities, and costs? (49 CFR 194.107(c)(3))	Section 3, Section 5, Appendix C.2
12.2. Does the Facility Response Plan provide the calculations and methodology used for determining the worst-case discharge for the response zone(s)? (49 CFR 194.105)	Appendix C.4
12.3. Is the worst-case discharge volume calculated using the three specified methods in the Department of Transportation regulation? Are the calculations accurate and as prescribed?(49 CFR 194.105(b))	Appendix C.4
Training: Program and Procedures	
13.1. Does the Facility Response Plan describe a training program that teaches response personnel about the Plan and their responsibilities under the Plan? (49 CFR 194.107(b)(1)(ii), (c)(1)(vii) and (c)(3), and 194.117)	Appendix A.2
13.2. Does the Facility Response Plan describe a training program that teaches response personnel about matters including (49 CFR 194.117(a)(3))	Appendix A.2
<ul style="list-style-type: none"> Oil characteristics and hazards? 	Appendix A.2
<ul style="list-style-type: none"> Conditions that are likely to worsen emergencies, including the consequences of facility malfunctions or failures and appropriate corrective actions? 	Appendix A.2
<ul style="list-style-type: none"> Steps necessary to control an accidental discharge of oil? 	Appendix A.2
<ul style="list-style-type: none"> Steps necessary to minimize the potential for fire, explosion, or environmental damage? 	Appendix A.2
<ul style="list-style-type: none"> Proper fire-fighting procedures and use of personal protective equipment? 	Appendix A.2
13.3. Does the Facility Response Plan describe a response-training program that addresses the appropriate levels of training and the requirements in OSHA 29 CFR 1910.120? (49 CFR 194.107(b)(1)(ii) and 194.117(c))	Appendix A.2
13.4. Does the Facility Response Plan describe the operator's procedures for maintaining records for response personnel? (49 CFR 194.117(b))	Appendix A.2

FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE,
CONTINUED

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Office of Pipeline Safety (OPS) PHMSA 000125650	LOCATION
Response Personnel and Mobilization	
14.1. Does the Facility Response Plan describe procedures for conducting internal and external drills that include (49 CFR 194.107(c)(1)(ix))	Appendix A.1
<ul style="list-style-type: none"> • Responsibility for planning, carrying out, and monitoring drills? 	Appendix A.1
<ul style="list-style-type: none"> • Announced drills? 	Appendix A.1
<ul style="list-style-type: none"> • At least one unannounced internal drill? 	Appendix A.1
<ul style="list-style-type: none"> • Quarterly Qualified Individual notifications drills? 	Appendix A.1
<ul style="list-style-type: none"> • Annual spill management team tabletop drills? 	Appendix A.1
<ul style="list-style-type: none"> • Annual Oil Spill Removal Organization(s) equipment deployment drills of representative types and amounts of key equipment in the Facility Response Plan? 	Appendix A.1
<ul style="list-style-type: none"> • At least one drill that tests the entire response plan for each response zone at least once every three years? 	Appendix A.1
14.2. Does the Facility Response Plan describe a three-year drill and exercise cycle and the frequencies for each type of drill in that cycle? (49 CFR 194.107(c)(1)(ix))	Appendix A.1
14.3. Does the Facility Response Plan describe procedures for maintaining drill documentation for three years? (49 CFR 194.107(c)(1)(ix))	Appendix A.1
Response Plan Maintenance	
15.1. Does the Facility Response Plan describe the requirements and procedures for the operator to: (49 CFR 194.107(c)(1)(x) and 194.121(a))	
<ul style="list-style-type: none"> a. Review the Facility Response Plans at least once every five years from the date the Office of Pipeline Safety approves the plan, 	Section 1.2
<ul style="list-style-type: none"> b. Modify the Facility Response Plan to address new or different operating conditions or information in the Facility Response Plan, and 	Section 1.2
<ul style="list-style-type: none"> c. Submit the plan for the Office of Pipeline Safety to review, require changes, and approve? 	Section 1.2
15.2. Does the Facility Response Plan identify key factors that may cause revisions to the response plan and require the operator to submit revisions to the Office of Pipeline Safety within 30 days of making the revisions for factors including: (49 CFR 194.121(b))	

• New pipeline construction or purchase?	PHMSA 000125651	<u>Section 1.2</u>
• Different worst-case discharge volume?		<u>Section 1.2</u>
• Change in commodities transported?		<u>Section 1.2</u>
• Change in Oil Spill Removal Organization(s)?		<u>Section 1.2</u>
• Change in Qualified Individual(s)?		<u>Section 1.2</u>
• Change in a National Contingency Plan or Area Contingency Plan that has a significant impact on the appropriateness of response equipment or response strategies?		<u>Section 1.2</u>
• Change in response procedures?		<u>Section 1.2</u>

FIGURE D-2 - PHMSA FACILITY RESPONSE PLAN REVIEW CROSS-REFERENCE,
CONTINUED

Office of Pipeline Safety (OPS)	LOCATION
Response Plan Maintenance, Continued	
15.3. Does the Facility Response Plan describe procedures for incorporating improvements in the following? (49 CFR 194.121(b)(8))	
• Post-drill evaluation results?	<u>Section 8.3</u>
• Post-incident evaluation results?	<u>Section 8.3</u>
National Contingency Plan and Area Contingency Plan Consistency and Concept of Operations	
16.1. Is the Plan consistent with the National Contingency Plan in effect at the time of submission? (49 CFR 194.107(b)(1)) Please answer yes or no.	<u>Section 1.1</u>
16.2. Is the Plan consistent with the Area Contingency Plans in effect for each response zone at the time of submission? (49 CFR 194.107(b)(2)) Please answer yes or no.	<u>Section 1.1</u>
16.3. Is the Plan's concept of operations adequate to carry out a response to the worse case discharge under 49 CFR 194? (49 CFR 194.107) Please answer yes or no.	<u>Section 7.1, Appendix B, Appendix C.2, Entire Plan</u>

APPENDIX E
ACRONYMS AND DEFINITIONS

Last revised: May 2008

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E.1 Acronyms

E.2 Definitions

E.1 ACRONYMS

ACP	Area Contingency Plan
AFFF	Aqueous Film Forming Foam
ASTM	American Society of Testing Materials
BBL	Barrel(s)
BLM	Bureau of Land Management (USDOI)
BPD	Barrels Per Day
BPH	Barrels Per Hour
CERCLA	Comprehensive Environmental Response, Compensation & Liability Act of 1980, as amended
CFR	Code of Federal Regulations
CO ₂	Carbon Dioxide
COTP	Captain of the Port (USCG)
CRZ	Contamination Reduction Zone
CWA	Clean Water Act of 1977 (Federal)
EAP	Emergency Action Plan
EMS	Emergency Medical Services
EOC	Emergency Operations Center
EPA	U. S. Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act
ERAP	Emergency Response Action Plan
ERP	Emergency Response Plan
ERT	Emergency Response Team
FAA	Federal Aviation Administration
FEMA	Federal Emergency Management Agency
FOSC	Federal On-Scene Coordinator
FRP	Facility Response Plan
FRT	Facility Response Team
FWPCA	Federal Water Pollution Control Act of 1972
GIS	Geographic Information System
GPM	Gallons Per Minute
HAZMAT	Hazardous Materials
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
NRC	National Response Center
NRDA	National Resource Damage Assessment
NRT	National Response Team
OBA	Oxygen Breathing Apparatus
OPA 90	Oil Pollution Act of 1990
OSC	On-Scene Coordinator/Commander
OSHA	Occupational Safety and Health Administration (USDH)
PHMSA	Pipeline and Hazardous Materials Safety Administration (DOT)
PPE	Personal Protective Equipment
PREP	(National) Preparedness for Response Exercise Program
QI	Qualified Individual
RCRA	Resource Conservation and Recovery Act of 1976
RQ	Reportable Quantity
SARA	Superfund Amendments and Reauthorization Act
SCADA	Supervisory Control and Data Acquisition (System)
SCBA	Self Contained Breathing Apparatus
SDWA	Safe Drinking Water Act of 1986
SERC	State Emergency Response Commission
SETS	Safety Environment and Training Services
SI	Surface Impoundment
SIC	Standard Industrial Classification (Code)
SMT	Spill Management Team
SOSC	State On-Scene Coordinator

SPCC	PHMSA 000125655 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
USDOJ	U. S. Department of Justice
USDOJ	U. S. Department of Justice
USDOT	U. S. Department of Transportation
USFWS	U. S. Fish and Wildlife Service (USDOJ)
USGS	U. S. Geological Survey (USDOJ)

E.2 DEFINITIONS

Adverse Weather

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

Aqueous Film Forming Foam

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

Average Most Probable Discharge (USCG)

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

Barrel

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

Bleve

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

Boilover

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

Carbon Dioxide

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

Class A Fire

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

Class B Fire

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

Class C Fire

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

Class D Fire

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

Cold (Support) Zone

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

Command Post

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

Communication Equipment

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

Containment Boom

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

Contamination Reduction Zone

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

Contingency Plan

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

Contract or Other Approved Means

Includes:

- A written contractual agreement with a response contractor. The agreement should identify and ensure the availability of the specified personnel and equipment described

under U.S.C.G. Regulations within stipulated response times in the specified geographic areas

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

Contract or Other Approved Means, Continued

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

Demand Breathing Apparatus

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

Dispersants

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

Diversion Boom

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

Environmentally Sensitive Areas

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

Exclusion Zone

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

Explosive Range

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

Facility

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

Federal Fund

The oil spill liability trust fund established under OPA.

First Responders, First Response Agency

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

Flashover

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

Flash Point

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

Foam

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

Hazardous Material

Any nonradioactive solid, liquid, or gaseous substance which, when uncontrolled, may be harmful to humans, animals, or the environment. Including but not limited to substances otherwise defined as hazardous wastes, dangerous wastes, extremely hazardous wastes, oil, or pollutants.

Hazardous Substance

Any substance designed as such by the Administrator of EPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act; regulated pursuant to Section 311 of the Federal Water Pollution Control Act.

Hazardous Waste

PHMSA 000125659

Any solid waste identified or listed as a hazardous waste by the Administrator of the EPA pursuant to the federal Solid Waste Disposal Act, as amended by the Resources Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6901, et seq as amended. The EPA Administrator has identified the characteristics of hazardous wastes and listed certain wastes as hazardous in Title 40 of the Code of Federal Regulations, Part 261, Subparts C and D respectively.

Higher Volume Port Area

Ports of:

- Boston, MA
- New York, NY
- Delaware Bay and River to Philadelphia, PA
- St. Croix, VI
- Pascagoula, MS
- Mississippi River from Southwest Pass, LA to Baton Rouge, LA
- Louisiana Offshore Oil Port (LOOP), LA
- Lake Charles, LA
- Sabine-Nachez River, TX
- Galveston Bay and Houston Ship Channel, TX
- Corpus Christi, TX
- Los Angeles/Long Beach Harbor, CA
- San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay to Antioch, CA
- Straits of Juan de Fuca and Puget Sound, WA
- Prince William Sound, AK

Hot (Exclusion) Zone

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

Hypothermia

A dangerously high fever that can damage nerve centers. This condition can result from exposure to excessive heat over an extended period of time.

Ignition Temperature

The lowest temperature at which a fuel will burn without continued application of an ignition source.

Incident Commander (IC)

The one individual in charge at any given time of an incident. The Incident Commander will be responsible for establishing a unified command with all on-scene coordinators.

Incident Command System

A method by which the response to an extraordinary event, including a spill, is categorized into functional components and responsibility for each component assigned to the appropriate individual or agency.

Interim Storage Site

A site used to temporarily store recovered oil or oily waste until the recovered oil or oily waste

is disposed of at a permanent disposal site. Interim storage sites include trucks, barges, and other vehicles, used to store waste until the transport begins.

Lead Agency

The government agency that assumes the lead for directing the spill response.

Lead Federal Agency

The agency which coordinates the federal response to incidents on navigable waters. The lead Federal agencies are:

- **U. S. Coast Guard (USCG):** Oil and chemically hazardous materials incidents on navigable waters
- **Environmental Protection Agency (EPA):** Oil and chemically hazardous materials incidents on most inland waters and in the inland zone

Lead State Agency

The agency which coordinates state support to Federal and/or Local governments or assumes the lead in the absence of a Federal spill response.

Lower Flammable Limit

Minimum flammable concentration of a particular gas in the air.

Marine Transportation-Related Facility (MTR Facility)

An onshore facility, including piping and any structure used to transfer oil to or from a vessel, subject to regulation under 33 CFR Part 154 and any deepwater port subject to regulation under 33 CFR Part 150.

Maximum Extent Practicable

The planning values derived from the planning criteria used to evaluate the response resources described in the response plan to provide the on-water recovery capability and the shoreline protection and clean-up capability to conduct response activities for a worst case discharge from a facility in adverse weather.

Maximum Most Probable Discharge (USCG)

A discharge of the lesser of 2,500 barrels or ten percent of the volume of a worst case discharge.

Medium Discharge (EPA)

Same as maximum most probable discharge.

National Contingency Plan

The plan prepared under the Federal Water Pollution Control Act (33 United States Code '1321 et seq) and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United State Code '9601 et seq), as revised from time to time.

Nearshore Area

The area extending seaward 12 miles from the boundary lines defined in 46 CFR Part 7, except in the Gulf of Mexico. In the Gulf of Mexico, it means the area extending seaward 12 miles from the line of demarcation (COLREG) lines) defined in '80.740 - 80.850 of Title 33 of the CFR.

Non-Persistent or Group I Oil

A petroleum-based oil that, at the time of shipment, consists of hydrocarbon fractions:

- At least 50% of which by volume, distill at a temperature of 340EC (645EF)
- At least 95% of which volume, distill at a temperature of 370EC (700EF)

Non-Petroleum Oil

Oil of any kind that is not petroleum-based. It includes, but is not limited to, animal and vegetable oils.

Offshore Area

The area beyond 12 nautical miles measured from the boundary lines defined in 46 CFR Part 7 extending seaward to 50 nautical miles, except in the Gulf of Mexico. In the Gulf of Mexico it is the area beyond 12 nautical miles of the line of demarcation (COLREG lines) defined in '80-740 - 80.850 of Title 33 of the CFR extending seaward to 50 nautical miles.

Oil or Oils

Naturally occurring liquid hydrocarbons at atmospheric temperature and pressure coming from the earth, including condensate and natural gasoline, and any fractionation thereof, including, but not limited to, crude oil, petroleum gasoline, fuel oil, diesel oil, oil sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Oil does not include any substance listed in Table 302.4 of 40 CFR Part 302 adopted August 14, 1989, under Section 101(14) of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by P.L. 99-499.

Oil Spill Removal Organization (OSRO)

An entity that provides oil spill response resources, and includes any for profit or not-for-profit contractor, cooperative, or in-house response resources that have been established in a geographic area to provide required response resources.

Operating Area

The rivers and canals, inland, nearshore, Great Lakes, or offshore geographic location(s) in which a facility is handling, storing, or transporting oil.

Operating Environment

Rivers and canals, inland, Great Lakes, or ocean. These terms are used to define the conditions in which response equipment is designed to function.

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 PHMSA 000125662

Primary Response Contractor(s)

An individual, company, or cooperative that has contracted directly with the plan holder to provide equipment and/or personnel for the containment or cleanup of spilled oil.

Qualified Individual(s)

An English-speaking representative(s) of the facility identified in the plan, located in the United States, available on a 24-hour basis, familiar with implementation of the facility response plan, and trained in his or her responsibilities under the plan. This person must have full written authority to implement the facility's response plan. This includes:

- Activating and engaging in contracting with identified oil spill removal organization(s)
- Acting as a liaison with the 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 FOSC in the event of a major or substantial spill.

Reid Vapor Pressure Method

Method used by the American Society of Testing Materials to test vapor pressure. It is a measure of the volatility, or tendency to vaporize, of a liquid.

Responsible Party

Any person, owner/operator, or facility that has control over an oil or hazardous substance immediately before entry of the oil or hazardous substance into the atmosphere or in or upon the water, surface, or subsurface land of the state.

Rivers and Canals

A body of water confined within the inland area that has a projected depth of 12 feet or less, including the Intracoastal Waterway and other waterways artificially created for navigation.

Skimmers

Mechanical devices used to skim the surface of the water and recover floating oil. Skimmers fall into four basic categories (suction heads, floating weirs, oleophilic surface units, and hydrodynamic devices) which vary in efficiency depending on the type of oil and size of spill.

Slopoover

An event that occurs when water is introduced into a tank of very hot liquid, causing the liquid to froth and spatter.

Small Discharge (EPA)

Same as average most probable discharge.

Sorbents

Materials ranging from natural products to synthetic polymeric foams placed in confined areas to soak up small quantities of oil. Sorbents are very effective in protecting walkways, boat decks, working areas, and previously uncontaminated or cleaned areas.

Spill Management Team

The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.

Spontaneous Ignition

A fire that occurs without a flame, spark, hot surface, or other outside source of ignition.

Staging Areas

Designated areas near the spill site accessible for gathering and deploying equipment and/or personnel.

State Emergency Response Commission (SERC)

A group of officials appointed by the Governor to implement the provisions of Title III of the Federal Superfund Amendments and Reauthorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance Discharge Prevention and Contingency Plan and Local Emergency Response Plans.

Static Electricity

Charges of electricity accumulated on opposing and usually moving surfaces having negative and positive charges, respectively. A hazard exists where the static potential is sufficient to discharge a spark in the presence of flammable vapors or combustible dusts.

Support Zone

Same as cold zone, an area free of contaminants so that personal protection equipment (PPE) is not required for personnel working in this area. Command functions and supporting operations are carried out here.

Tornado Warning

A tornado has been sighted.

Tornado Watch

Conditions are favorable for tornados to form.

Unified Command

The method by which local, state, and federal agencies will work with the Incident Commander to:

- Determine their roles and responsibilities for a given incident
- Determine their overall objectives for management of an incident
- Select a strategy to achieve agreed upon objectives
- Deploy resources to achieve agreed-upon objectives

Warm (Contamination Reduction) Zone

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

Waste

Oil or contaminated soil, debris, and other substances removed from coastal waters and adjacent waters, shorelines, estuaries, tidal flats, beaches, or marshes in response to an unauthorized discharge. Waste means any solid, liquid, or other material intended to be

disposed of or discarded and generated as a result of an unauthorized discharge of oil. Waste does not include substances intended to be recycled if they are in fact recycled within 90 days of their generation or if they are brought to a recycling facility within that time.

Wildlife Rescue

Efforts made in conjunction with federal and state agencies to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill.

APPENDIX F

Last revised: May 2008

ADDITIONAL INFORMATION (All items are links)

© Technical Response Planning Corporation 2005

- [Rupture Volume Analysis](#)

LINK FILES



PLAINS
PIPELINE, L.P.

VIA FEDERAL EXPRESS

December 2, 2011

Ms. Deborah Wick
Director, Client Services
3500 Sunrise Highway
Suite T103
Great River, N.Y. 11739

**RE: Agreement Between National Response Corporation and Plains Pipeline, L.P.
for Spill Response Resources**

Dear Deborah:

Enclosed is a signed copy of the agreement between the National Response Corporation (NRC) and Plains Pipeline, L. P. for oil spill response services.

We are pleased to have NRC as our contracted Oil Spill Removal Organization and look forward to continuing our strong relationship with NRC.

Sincerely,

Jordan Janak
Sr. Dir., Environmental & Regulatory Compliance

Enclosure

cc: T. Valenzuela, Vice-President, EH&S, Plains
P. Smith, Vice-President, Operations, Plains
M. Olson, Dir. Operations, Western Region, Plains
Richard McMichaels, Dir. Operations, Eastern Region, Plains

L2848

THIS AGREEMENT is made as of the 1st day of October 2011,

BETWEEN:

- (1) NATIONAL RESPONSE CORPORATION, a corporation incorporated and existing under the laws of Delaware and having its principal office at 3500 Sunrise Highway, Great River, New York 11739 (the "Provider"); and
- (2) the entity or entities identified as Plains Pipeline, L.P., including any owned or controlled affiliates or subsidiaries, and parent companies, known here as the "Client".

WHEREAS:

- (A) The Client is entering into this Agreement in the capacity described in Schedule 1 with respect to the Facility(ies) described in Schedule 1;
- (B) Pursuant to federal law of the United States and the laws of various states of the United States, the Client or the principals on whose behalf the Client is acting may be required to evidence preparedness to respond to discharges of oil from Facilities in United States navigable waters, including precontracting to meet planning requirements;
- (C) The Provider has, or through a network of independent contractors has access to, resources to respond to discharges of oil from Facilities as required under federal law in Section 4202 of the United States Oil Pollution Act of 1990 and under state laws and as denominated in Facility response plans;
- (D) The Provider and Client understand that the requirements for mobilization of response resources set forth under federal law, state laws or in Facility response plans are planning requirements and are not performance requirements;
- (E) The Client or the principals on whose behalf the Client is acting desire to name the Provider as its oil spill removal organization in the response plans for the Facilities referred to herein;
- (F) The Client has agreed to appoint the Provider to act as an Oil Spill Removal Organization upon and subject to the terms and conditions of this Agreement; and
- (G) The Provider accepts such appointment and agrees to act as an oil spill removal organization upon and subject to the terms and conditions of this Agreement.

BY WHICH IT IS AGREED AS FOLLOWS:**1. INTERPRETATION**

1.1 In this Agreement (including Schedules):

"Area of Service" means, the geographical area described in Schedule 2;

"Best Endeavors" means, with respect to either party, the performance in good faith to the extent of its total capabilities;

"Classification" means classification or other governmental approval required or available under Federal Law and State Law for an Oil Spill Removal Organization to be designated as such in the Response Plan;

"Discharge" means any emission (other than natural seepage), including, but not limited to, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Oil;

"Drills" means any drills, exercises, practices or other preparatory or simulated activities in connection with which the Client has requested the Provider to mobilize or deploy Response Resources or to provide other services;

"EPA Final Rule" means the final rule on Oil Pollution Prevention; Non-Transportation-Related Onshore Facilities dated August 30, 1994;

"Facility" means the Facility or facilities identified in Schedule 1;

"Federal Law" means the United States Oil Pollution Act (33 U.S.C. 2701, et seq.) ("OPA") and the Federal Water Pollution Control Act (33 U.S.C. 1321, et seq.) ("FWPCA") and any other federal laws regarding a Discharge and Response Activities and regulations promulgated pursuant thereto;

"Hazardous Substances" means substances defined as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.);

"Local Contractors" means independent oil spill removal companies located in the various states with whom the Provider has contracted to maintain and provide Response Resources in fulfillment of the Provider's obligations hereunder;

~~"Marine Oil Pollution Insurance" means terminal owners and operators insurance from the insurer named on Schedule 1 or another insurer acceptable to the Provider providing insurance cover for U.S. oil pollution liabilities, including removal costs, or such other form of insurance for oil pollution liabilities, including removal costs, as may be acceptable to the Provider;~~

"National Contingency Plan" means the National Contingency Plan prepared and published under Section 311 (d) of the FWPCA;

"Oil" means oil of any kind or in any form, including any and all substances defined or identified as oil under OPA, but shall not include substances defined or identified as Hazardous Substances;

"Oil Spill Removal Organization" means an entity established in a given geographic area to provide the personnel, equipment, supplies and other capability necessary to conduct response activities;

"Qualified Individual" means an English-speaking shore-based representative of the Client located in the United States, available on a 24-hour basis, familiar with implementation of the Response Plan and trained in his or her responsibilities under the plan, with full written authority to implement Response Activities and to engage the Provider for services hereunder;

"Removal Costs" means the charges of the Provider for deploying Response Resources to a Discharge or threatened Discharge, including the charges for mobilization and demobilization of personnel, equipment and

supplies; amounts reasonably paid to compensate third parties for property damaged or destroyed at the express instruction of the Client or Qualified Individual; and containment, removal and storage of discharged Oil;

"Responder Immunity Law" means Federal Law or applicable State Law which provides immunity from liability to those who respond to Discharges for the purpose of attempting to contain and remove Oil from the water, beaches or shoreline;

"Response Activities" means the action to contain and remove Oil from water, beaches and shorelines, the storage and disposal of recovered Oil, and other actions, including mobilization and demobilization of personnel, equipment, supplies and other capability as necessary to minimize or mitigate damage to the environment;

"Response Plan" means any contingency plan or response plan regarding Discharges covering the Facility prepared by or on behalf of the Client pursuant to Federal Law or State Law;

"Response Resources" means the trained personnel, equipment, supplies and other capability named in a Response Plan or mobilized to perform Response Activities pursuant to Federal Law and State Law, other than personnel, equipment, supplies and other capability required to be stored at the Facility;

"State Law" means the laws and regulations, if any, of the various state and local governments of any relevant state of the United States within the Area of Service regarding Discharges into navigable waters and Response Activities;

"U.S. Waters" means the navigable waters of the United States, including the waters of the Exclusive Economic Zone and the territorial waters of the states of the United States, all within the Area of Service;

- 1.2 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.
- 1.3 Reference to Client shall include the Client or authorized agent or representative of the Client, and where the Client is acting as agent it shall include the principal(s) on whose behalf the Client is acting. Where the Client is acting on behalf of more than one principal, the rights and obligations of each principal shall be limited to the Facility(ies) owned and/or operated by such principal.
- 1.4 In this Agreement, unless the context otherwise requires:
 - (a) references to any law enactment, regulation shall be deemed to include references to such law, enactment or regulation as re-enacted, amended, extended, consolidated or replaced and any orders, decrees, proclamations, regulations, instruments or other subordinate legislation made thereunder;
 - (b) words importing the plural shall include the singular and vice versa;

- (c) the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall it take effect as, limiting the generality of any foregoing words.

2. PROVIDER'S OBLIGATIONS

2.1 The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facilities within the Area of Service in exchange for the Basic Compensation provided in Clause 4:

- (a) sufficient Response Resources to enable the Client to meet the requirements of Federal Law and State Law for precontracting for availability of Response Resources, except as provided in 2.4;
- (b) the training of the Provider's and Local Contractors' response personnel, exclusive of Drills requested by the Client, in compliance with Federal Law and State Law requirements for Oil Spill Removal Organization Classification, and maintenance of records of such training;
- (c) compliance by the Provider and Local contractors with all applicable Federal Occupational Safety and Health Administration (OSHA) standards and similar State Laws and standards; and
- (d) all information regarding the Provider's and the Local Contractors' Response Resources which must be included in the Response Plan(s) of the Facility(ies) or to be filed with the U.S. Coast Guard or EPA or appropriate State authorities to obtain Classification.

2.2 The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facility within the Area of Service, upon request from the Client in exchange for the Additional Compensation provided in Clause 4:

- (a) supply and deployment of Response Resources required by the Client to conduct Response Activities;
- (b) supervision and coordination of deployment and use of Response Resources in such manner as directed by the Client;
- (c) the training of personnel of the Client in Response Activities and maintenance of records of such training;
- (d) supply and Deployment of Response Resources in connection with Drills and maintenance of records of such Drills;
- (e) information concerning Response Resources, Response Activities and Removal Costs to assist the Client in connection with legal proceedings or for such other purposes as required by the Client.

2.3 (a) The Provider shall obtain and maintain Classification as an Oil Spill Removal Organization as provided under Federal Law and State Law;

- (b) In the event Classification is not available, the Provider warrants that it shall have sufficient Response Resources to enable the Client to meet the mandated levels of response capacity under Federal Law and State Law.
- 2.4
- (a) The Provider's obligations hereunder exclude providing Response Resources in accordance with U.S. Coast Guard planning standards for the average most probable discharge.
 - (b) The Provider shall arrange for the Client to contract with a local Contractor for the purpose of meeting U.S. Coast Guard planning standards for the average most probable discharge excluded under Clause 2.4(a) on an as needed basis and upon request of the Client. The terms and conditions of such engagement, including fees, shall be agreed between the Client and Local Contractor at the time services are rendered. If the Client wants to use such service, it shall notify the Provider by telefacsimile at least twenty-four hours prior to any cargo transfer activity.
- 2.5 The Provider shall (without prejudice to the generality of any of the obligations, duties, powers and discretion vested in the Provider under or pursuant to this Agreement) be entitled to:
- (a) employ such agents as it deems necessary or expedient;
 - (b) employ or engage trained superintendents, surveyors, engineers, consultants and experts to supervise or advise in relation to the services provided hereunder; and
 - (c) enter into subcontracts with related parties or independent contractors to perform any part of the services that Provider is obliged to perform under this Agreement.

The Provider shall be an independent contractor and not an agent of the Client except as provided in Clause 7.5.

- 2.6 Notwithstanding any provision of this Agreement to the contrary, the Provider may, in its discretion, cease to deploy Response Resources for Response Activities of the Client or to provide any other services provided hereunder, if the Client fails (i) to make or secure payment in accordance with, and within the time periods provided within this Agreement or (ii) to maintain adequate Marine Oil Pollution Insurance provided in Clause 3. The continuation of deployment of Response Resources after time periods for payment or security for payment have elapsed shall not be deemed a waiver of the Provider's rights under this Agreement. If the Provider ceases to deploy Response Resources or provide other services, or if the Client instructs the Provider to cease deployment of Response Resources or provide other services, the Provider shall be entitled to enter into an agreement with any other party, including governmental authorities, to deploy Response Resources or provide other services in connection with the same Discharge. If the Client instructs the Provider to cease deployment due to Federalizing of a spill or any other reason, the Client shall be responsible for the costs of reasonable and necessary measures taken by the Provider to demobilize, but not for costs incurred for the account of governmental authorities who may then engage the Provider.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

- (a) designate a Qualified Individual and provide the Provider with the name, address, twenty four (24) hours-a-day telephone number and telefacsimile number of the Qualified Individual, and shall amend or update this information as necessary;
- (b) deliver, or caused to be delivered, to the Provider a copy of each Response Plan, including applicable waivers, and such other information concerning the Facility as the Provider may reasonably request;
- (c) pay, or provide security for payment of, services and Removal Costs of the Provider in accordance with Clause 4;
- (d) be responsible for deciding which Response Resources shall be requested from the Provider to conduct Response Activities;
- (e) be responsible for coordinating and directing overall Response Activities;
- (f) be responsible for disposal of all oil and hazardous substances collected by the Provider;

give notice to the Provider of any significant increase in the volume of oil movements or any significant changes in operation of the Facility in accordance with the procedures set forth in Provider's Instructions to Facilities;

-
- ~~(h) maintain in force at all times Marine Oil Pollution Insurance and furnish, whenever requested by the Provider, confirmation of such insurance;~~
 - (i) comply with the procedures set forth in Provider's Instructions to Facilities and Instructions to Clients consistent with the Response Plan;
 - (j) obtain and provide Provider with the Client's Environmental Protection Agency identification number or other such authorization required by law for any Discharge or threatened Discharge classified as a Hazardous Substance, or similar designation, prior to the Provider providing services hereunder.

3.2 Notwithstanding Clause 3.1, the Client shall not be required to utilize the Provider to deploy Response Resources for Response Activities and may arrange for the supply and deployment of Response Resources for Response Activities in the Area of Service by any other person.

4. COMPENSATION

- 4.1 The Basic Compensation to be paid to the Provider in the form of an Annual Retainer Fee is set forth on Schedule 3.
- 4.2 The Additional Compensation to be paid to the Provider is as follows:

(a) Response Resources Use charges:

The Client shall pay the Provider for Response Resources deployed by the Provider or Local Contractors in connection with Response Activities taken in accordance with the time and material rates set out in Schedule 4.

The Provider alone is responsible for all payments due to the Provider's subcontractors, including Local Contractors, for services rendered.

(b) Other charges:

(i) The Client shall pay the Provider for other services requested by the Client in accordance with the time and materials rates specified in Schedule 4 or at such other rates as may be agreed at the time;

(ii) The Client shall pay the Provider for all reasonable costs of collection, litigation or settlement incurred by the Provider in order to collect unpaid fees for invoices, pursuant to this Agreement, including reasonable attorneys' fees.

4.3 The fees and charges referred to in this Clause shall be established annually and provided to the Client. The Provider's Basic Compensation shall remain fixed during each one year period of this contract. The Provider's Additional Compensation shall remain fixed during each one year period of this contract subject to adjustments noted on Schedule 4. The Client agrees to pay fees and charges in accordance with the fees and charges in effect at the time the services are rendered.

4.4 The method, terms and conditions of billing and payment are set forth in Schedules 3 and 4.

4.5 In order for Deployment of Response Resources to continue after the expire of (i) the first forty-eight (48) hours following the Client's request for Deployment (if such forty-eight (48) hour period includes one full business day) or (ii) the first full business day ending later than forty-eight (48) hours following the Client's request for Deployment, whichever occurs first, the Client shall arrange security for payment as follows:

(a) deposit funds in an escrow account with an escrow agent on such terms as are acceptable to the Provider;

(b) a standby letter of credit in favor of the Provider issued on terms and by a commercial bank reasonably acceptable to Provider;

(c) a guarantee in favor of the Provider issued on terms and by another party reasonably acceptable to the Provider;

(d) an undertaking in favor of the Provider issued on terms and by an insurance underwriter acceptable to the Provider; or

(e) such other form of security, or Credit arrangement, and on such terms as may be agreed between the Provider and the Client.

The amount of such security shall be agreed by the parties at the time as appropriate to the circumstances, and shall be increased as reasonably required by Agreement of the parties.

- 4.6 Nothing herein shall be read to oblige the Provider to continue to deploy Response Resources when it has not been paid for Basic Compensation services rendered or services to be rendered.

5. RESPONSE PROCEDURE

- 5.1 The Client may initiate a request for the deployment of Response Resources for Response Activities by a direct telephone call to the Provider at 1-(800) 899-4672 or (631) 224-9141, and such telephone call shall be deemed a request for the deployment of Response Resources by the Client for purposes of this Agreement.

- 5.2 The person initiating Response Activities on behalf of the Client shall provide information to the Provider as indicated in the Provider's Instructions to Clients. This information shall include:

- (a) the name of the Client;
- (b) the caller's name and title;
- (c) the name and location of the Facility;
- (d) the location of the spill including geographic coordinates;
- (e) the nature and estimated quantity of the Oil discharged;
- (f) the approximate time of the incident;
- (g) the weather conditions on the scene and forecasted weather conditions, if known;
- (h) the condition of the Facility;
- (I) the name of the Qualified Individual and Federal On-Scene Coordinator (OSC), if known;
- ~~(j) the Response Resources required to be deployed at that time.~~

- 5.3 The Client shall be responsible to notify governmental authorities as required by Federal Law or State Law of the Discharge. The Provider, however, is not precluded from notifying governmental authorities if deemed appropriate.

- 5.4 Upon receipt of the request for the deployment of Response Resources by the Client, the Provider shall use Best Endeavors to deploy such Response Resources in accordance with response time requirements specified under Federal law and State Law. Upon the Provider's arrival at the scene of the Discharge, the Qualified Individual, or other authorized representative of the Client, shall give the Provider written authorization to proceed with deployment of Response Resources. The Provider thereafter shall continue to act in accordance with the instructions of the Qualified Individual, or other authorized representative of the Client, subject to the terms of this Agreement.

- 5.5 The Client shall give the Qualified Individual, or other authorized representative on scene, full authority to approve the daily worksheets submitted by the Provider.

6. LIMITATIONS ON PROVIDER'S OBLIGATIONS

In the event the Provider is requested to deploy Response Resources for Response Activities for more than one Discharge within the Area of Service, the Provider and Client shall make

good faith efforts to agree on allocation of Response Resources between the spills. In the absence of such agreement, the Provider shall allocate its Response Resources as directed by the OSCs for the concurrent spills. In the absence of such direction the Provider shall not be obligated to remove or divert Response Resources from Response Activities in connection with another spill initiated prior to the request for deployment of Response Resources by the Client if the Provider deems that such Response Resources are necessary for proper completion of the previously initiated Response Activities. The Provider shall give notice to the Client if it will be unable to respond due to deployment of Response Resources for a discharge by another client.

7. DISCLAIMERS AND LIABILITY

- 7.1 THERE ARE NO WARRANTIES, INCLUDING A WARRANTY OF WORKMANLIKE SERVICE, WHICH EXTEND BEYOND THOSE EXPRESSLY SPECIFIED IN THIS AGREEMENT.
- 7.2 The Client acknowledges that Response Resources deployed by the Provider under this Agreement will be deployed on an emergency basis and that the purpose of Response Activities for which such Response Resources will be deployed is to remove, to the maximum extent practicable, Oil from a Discharge. The Provider does not warrant, by the terms of this Agreement or by undertaking, that Response Activities conducted with Response Resources will render the scene of the Discharge, or areas affected by the Discharge, safe for any form of human activity, or in compliance with any Federal law or State Law.
- 7.3 In no event shall the Provider, its affiliates, agents, employees or subcontractors be liable for or obliged in any manner for any loss of profits and loss of use to the Client.
-
- 7.4 The Provider, its affiliates, agents, directors, officers, employees or subcontractors shall be entitled to the protection of Responder Immunity Law and nothing herein shall be construed to allow the Client to recover by way of contribution, indemnity or otherwise from the Provider, its affiliates, agents, directors, officers employees or subcontractors, any amounts for which the Client is liable to or has paid to third parties and for which the Provider, its affiliates, agents, directors, officers, employees or subcontractors would have no liability under the Responder Immunity Law applicable in the jurisdiction where the Discharge and/or Response Activities have occurred. In no event shall the Provider, its affiliates, agents, directors, officers, employees or subcontractors be liable for or obliged in any manner for damages suffered by the Client arising from services hereunder whether damages to third parties or the Client directly, unless the damages were directly caused by the gross negligence or willful misconduct of the Provider, its affiliates, agents, directors, officers, employees or subcontractors.
- 7.5 At no time shall the Provider be considered to have title to, or otherwise own, any Oil in the Facility or being removed from the water, shoreline or elsewhere, or to be in possession or control of any such Oil or Hazardous Substances, except as the Client's agent.

8. INSURANCE

- 8.1 The Provider and its subcontractors shall, at their own cost and expense, procure and maintain in effect during the term of this Agreement the following insurances:

<u>Coverage</u>	<u>Limits</u>
Worker's Compensation	Statutory
Comprehensive General Liability (Bodily Injury/Property Damage)	\$1,000,000 (Basic)
Employer's Liability	\$1,000,000 (Basic)
Automobile Liability	\$1,000,000 (Basic)
Marine Liability	\$1,000,000 (Basic)

NRC WILL PROVIDE CERTIFICATES REFLECTING LIMITS

- 8.2 The Provider shall, at the request of the Client, acquire additional insurance or increased coverage at the cost and expense of the Client.
- 8.3 The Provider, upon request, shall furnish the Client insurance certificates reflecting the Provider's compliance with Clause 8 of this Agreement.
- 8.4 The Client shall be responsible for maintaining its own liability insurance.

9. INDEMNIFICATION

- 9.1 The Provider agrees to indemnify, defend and hold harmless the Client from and against any and all costs, liabilities, claims, demands and causes of action which the Client may suffer, incur, or pay out to the extent caused by the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors except to the extent that such liabilities, claims, demands and causes of action occur as a result of the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the grossly negligent or wrongful acts of the Client, its employees or agents, or of third parties.
- 9.2 (a) The Client shall indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action to the extent caused by the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the gross negligence or willful misconduct of the Client, its employees or agents, except to the extent that such liabilities, claims, demands or causes of action occur as a result of the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors;
- (b) Notwithstanding Clause 9.2(a), the Client shall indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors

from and against any and all costs, liabilities, claims demands and causes of action for Removal Costs and damages under OPA §1002 or corresponding State Law which result from actions taken or omitted to be taken in the course of rendering care, assistance or advice in connection with a Discharge or threatened Discharge from a Facility consistent with the National Contingency Plan or as otherwise directed by the Client, the U.S. Coast Guard, the U.S. Environmental Protection Agency or other governmental authorities, which the Provider, its affiliates, directors, officers, employees, agents and subcontractors, individually or collectively, may suffer, incur, or pay out, except to the extent that:

- (i) the Provider, its affiliates, officers, directors, employees or subcontractors is entitled to immunity from liability under Responder Immunity Law;
- (ii) such liabilities, claims, demands and causes of action arise out of the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors;
- (iii) the Client would have been entitled to a complete defense to liability under Federal Law and any relevant State Law had such claim, demand or cause of action been made against the Client or the Facility directly.
- (iv) such payment or indemnification would result in a payment by the Client in excess of the amount to which the Client would have been entitled to limit its liability under Federal Law and any relevant State Law ~~had such claim, demand or cause of action been made~~ against the Client or the Facility directly.
- (v) such liabilities, claims, demands and causes of action arise in respect of death or personal injury.

10. EXCUSE OF PERFORMANCE

- 10.1 The performance of this Agreement, except for the payment of money for services already rendered and such further services as are necessary for standby or to demobilize following suspension, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of either party or force majeure and not contemplated as a circumstance in which services hereunder are to be performed. Such causes shall include, but not be limited to, acts of God, acts of public enemies, war, rebellion, sabotage, riot, fire, explosion, unavoidable accident, or flood; Governmental laws, regulations, requirements, orders or actions; national defense requirements, injunctions or restraining orders, labor trouble, strike, lockout or injunction. In such event, the parties agree to use their Best Endeavors to eliminate the above referenced causes (provided that neither party shall be required to settle a labor dispute against its own best judgment).
- 10.2 The party asserting a right to suspend performance under this Agreement must, within a reasonable time after it has knowledge of the effective cause, notify the other party of the cause for

suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Agreement to it, either party may terminate this Agreement on the number of days written notice set forth in Schedule 1, as provided in Clause 11.

- 10.3 The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.
- 10.4 Nothing herein shall be construed to oblige the Provider to deploy Response Resources in connection with Response Activities where, in the good faith judgment of the Provider's supervisory personnel on the scene and with the agreement of the Federal On Scene Coordinator, circumstances in which the Response Activities are to be conducted present an unreasonable risk to life or property.

11. TERMINATION

- 11.1 If the Provider is unable, for a period of more than forty-five (45) days, to obtain or maintain Classification as an Oil Spill Removal Organization when such Classification is available, this Agreement may be terminated upon notice from the Client. In such event the Provider shall pay to the Client in a form of liquidated damages an amount equal to the prorated portion of the Annual Retainer Fee.
- 11.2 This Agreement may be terminated by the Provider upon forty-eight (48) hours notice to the Client in the event of the following:
- (a) with respect to a Facility or Facilities, when the Client ~~has failed to provide the Provider with proof of insurance;~~
- (b) when the Client is not current with payment of any fees or charges under this Agreement.
- 11.3 In the event of termination, the Client shall compensate the Provider for all services performed prior to termination and for such post-termination efforts as are reasonably related to the services such as demobilization and storage and disposal of recovered Oil.
- 11.4 Should the Client default in the performance of its obligations under this Agreement, or cease doing business as a going concern, become insolvent, commit an act of bankruptcy, or become the subject of any proceeding under the Bankruptcy Act or other insolvency laws, or be seized or nationalized by a government or government instrumentality, then the Provider may, without notice and without relieving the Client of its obligations hereunder, terminate this Agreement, declare the balance of fees and charges to be due and payable, and assert maritime or other liens against the Facility. Notwithstanding anything contained in this Agreement to the contrary, should the Client default in the performance of its obligations under Clause 4.5 of this Agreement, the Provider may, without notice and without relieving the Client of its obligations hereunder, terminate this Agreement, declare the balance of fees and charges to be due and payable.

12. CONFIDENTIALITY

12.1 The Provider and the Client (including both party's principals, employees, officers, directors, and agents) shall treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information whether verbal or written, or any description whatsoever (including any technical information, experience or data) regarding the terms of this Agreement or the Provider's Response Resources and Contractors without, in each instance, securing the prior written consent of the other party, except when both parties agree that the other may disclose that the Client has contracted with the Provider or such information is otherwise in the public domain.

12.2 In the event that either party shall be required by subpoena, court, or administrative order (hereinafter "The Order") to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of same, the party whose information may be the subject of The Order expressly reserves the right to interpose all objections it may have to the disclosure of its information. The foregoing shall survive the termination of expiration of this Agreement and shall continue until a specific written release is given by either party.

13. NON-ASSIGNMENT

Except to the extent of the Provider's right to subcontract for Response Resources and other services hereunder, this Agreement is personal to the parties, and neither rights nor obligations may be assigned by either party without the prior written consent of the other party.

Client may assign this Agreement, in whole or in part, without the consent of Provider if the assignment is made to any affiliate of Client.

14. TERM

This Agreement shall continue in full force and effect for the period of years as indicated on Schedule 1 and for successive periods of one year thereafter unless terminated by either party upon notice to the other party ninety (90) days or more before the next renewal date.

15. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing and signed by the party to be bound.

16. SEVERABILITY

If any section, subsection, clause or sentence of this Agreement shall be deemed illegal, invalid or unenforceable under any applicable law actually applied by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of this Agreement or any other section, subsection, clause or sentence thereof. Where, however, the provisions of any applicable law may be waived, they are hereby waived by the parties to

the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and construed in all respects in accordance with the law of the State of Texas except to the extent that this Agreement entitles the Provider to the benefit of Responder Immunity Law applicable in the jurisdiction where the services are rendered in which case the Responder Immunity Law shall govern only the issue of the Provider's liability.
- 17.2 (a) In relation to any dispute arising out of or in relation to this Agreement, each of the Provider and the Client hereby irrevocably and unconditionally submits itself to the jurisdiction of the Courts of the State of Texas. Such courts within Texas shall have exclusive jurisdiction with relation to any dispute arising out of or in connection with this Agreement and for the benefit of the Client.
- (b) Each of the Provider and the Client hereby consents to service of process in any suit, action or other proceeding arising out of or in relation to this Agreement in such court within the State of Texas, and agrees that service by mail shall constitute valid service upon the Provider and/or Client.
- (c) Nothing in this Clause shall affect the right of the Provider to serve process in any manner permitted by law, or limit the right of the Provider to take proceedings with respect to this Agreement against the Client in any jurisdiction. Nor shall the taking of any proceedings with respect to this Agreement in any jurisdiction preclude the Provider from taking proceedings with respect to this Agreement in any other jurisdiction, whether concurrently or not.
- (d) The Provider may claim execution of any judgment or order in any court of appropriate authority of any state or country where the Client has any assets.

18. MISCELLANEOUS

- 18.1 This Agreement and the Schedules to this Agreement represent the entire understanding and agreement between the Provider and the Client and supersede any and all prior agreements, whether written or oral, that may exist between the Provider and the Client regarding same. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders or agreements purporting to modify, vary, supplement or explain a provision of this Agreement shall be effective unless set forth in writing and signed by representatives of each party authorized to amend this Agreement.
- 18.2 None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture between the parties for any purpose.
- 18.3 The Provider shall not be restricted (whether as Provider, agent, owner, operator, charterer or otherwise) from carrying on or being

concerned or interested in any business or activity which is or may be similar to or competitive with the business or activities now or at any time hereafter carried on by the Client.

19. NOTICES

19.1 Unless otherwise expressly provided herein, all notices, requests, demands, consents or other communications to or upon the parties under or pursuant to this Agreement shall:

- (a) be in English and in writing;
- (b) be deemed to have been duly given or made if it is:
 - (i) delivered by hand by a third party at the address of the relevant party set out below (or at such other address as the relevant party may hereafter specify to the other party) on the day of delivery; or
 - (ii) sent by telex or facsimile to the telex number or facsimile number of the relevant party set out herein, or to such other number as either party may hereafter specify to the other party, when sent.
 - (iii) in addition to the above, any notices, requests, demands, consents or other relevant communications will be sent to the Client's Law Department in Houston, TX.

19.2 For the purpose of this Clause, all notices, requests, demands or other communications shall be given or made by being addressed as follows:

~~Provider: National Response Corporation~~
3500 Sunrise Highway
Suite T-103
Great River, NY 11739

Telephone: (631) 224-9141
Telefacsimile: (631) 224-9082

Client: Plains Pipeline, L.P.
333 Clay Street, Suite 1600
P. O. Box 4648
Houston, TX 77210-4648
Telephone: 713 993-5162
Telefacsimile:
Email: jrjanak@paalp.com

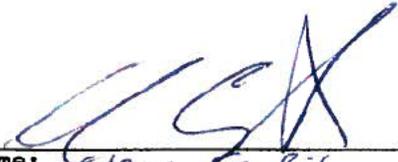
20. WARRANTY OF AUTHORITY

The Client hereby warrants that it has full authority to act on behalf of its principals with respect to the Facilities listed on Schedule 1 in respect of the matters addressed herein. The Client agrees to provide, if requested by the Provider, written confirmation of such authority.

21. CHANGE OF FACILITIES

- 21.1 The Client may delete a Facility from Schedule 1 and coverage under this Agreement if the Facility is to be taken out of service, on a quarterly basis as referenced in Schedule 3, with 30 days notice to Provider prior to the end of the quarter. Such Facility shall be deleted from coverage under the Agreement as of the end of the quarter specified in the notice.
- 21.2 The Client may add a Facility to Schedule 1 upon five (5) business days notice coupled with proof of Marine Oil Pollution Insurance and such other information as specified on Schedule 1 and as set forth in Provider's Instructions to Clients. Client's payment obligations will be amended at the commencement of the quarter following that in which the Facility is added.
- 21.3 Upon the addition or deletion of a Facility under this Clause, Schedule 1 will be amended accordingly and the Basic Compensation set forth in Schedule 3 will be amended based on the tankage of the listed Facilities and prorated for the remainder of the year.
-

IN WITNESS whereof the parties have duly executed this Agreement as of the date first written above.


Name: Steven Landis
Position: President
For and on behalf of
NATIONAL RESPONSE CORPORATION


Name: TROY E. VALENZUELA
Position: VICE PRESIDENT - EHS 
For and on behalf of
PLAINS PIPELINE, L.P.
By: PLAINS MARKETING GP Inc., Its
General Partner

SCHEDULES

1. Description of Client Capacity and Facility
 2. Description of Area of Service
 3. Basic Compensation
 4. Time and Material Rates
(Time & Material Rates can be access through NRC's website at www.nrcc.com. Client will need their Client Identification Number to access Time and Material Rates through the website.)
 5. Termination Date
-

SCHEDULE 1

Client: Name: PLAINS PIPELINE, L.P.
Type of entity: Partnership
Existing under law of: Texas
Principal office: Houston, TX

Capacity in which acting:

If acting as agent,
name(s) of principal(s):

Assets: All PAALP Refinery, Terminal, Pipeline, and Truck Assets

Terms of
Agreement: Years: 3 Year Term *2011*
Commencing: October 1, ~~2011~~ *2011*

Days notice for termination (Clause 10.2):

SCHEDULE 2

DESCRIPTION OF SERVICE AREA

Provider spill response services will be provided in the following areas:

(1) The coastal and tidal waters, and the exclusive economic zone (as defined in the Oil Pollution Act of 1990 as "the zone established by Presidential Proclamation numbered 5030, dated March 10, 1983, including the ocean waters of the areas referred to as 'eastern special seas' in Article 3(1) of the Agreement between the United States of America and the Union of Soviet Socialist Republics on the maritime boundary, signed June 1, 1990") of the United States East, West and Gulf Coasts; with the inland and tidal bodies of water contained in item (2) to be generally accepted as the inward boundary of the Area of Service.

(2) The following inland and tidal bodies of water are included within the Area of Service:¹

ATLANTIC REGION

Penobscot River to Bucksport/Indian Point

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

Fore River to Turning Basin @ Rt. 295 Bridge

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

Portsmouth Harbor

Piscataqua River to Turning Basin

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

Boston Harbor; including:

-Chelsea River to Turning Basin

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

-Mystic River to State Highway Rt. 99 Bridge

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

-Weymouth Fore River to Turning Basin Town

River Channel and to Pine Point

-Salem Sound to Power Plant

Facility

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

Cape Cod Canal: channel entire length

Narragansett Bay; including:

-Providence River to India Point

-Taunton River to

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

Long Island Sound; including:

-Pegunnock River to Bridgeport (Grand Street Overpass)

-Thames River to Lehigh Oil Co.

Pier

-Connecticut River to East Hartford

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

-Quinnipiac River to Grand Ave.

Overpass

New York Harbor; including:

-Arthur Kill

-East River to Long Island Sound

-Jamaica Bay

-Hackensack River to (b) (7)(F),

-Hudson River to George Washington Bridge

-Kill Van Kull

-Newark Bay

¹ These stated boundaries of service are provided for contractual purposes. Provider will review any interest in coverage outside of these areas on a case-by-case basis.

-Passaic River to General Pulaski Skyway
-Raritan Bay/River

Upper Hudson River from:

-George Washington Bridge to Turning Basin
(b) (7)(F), (b) (3)
Albany/Troy)

Delaware Bay and River; including:

-Delaware River to Trenton (Federal Bridge)
-Schuylkill River to University Avenue Bridge

-Christina River to I-495 Bridge
(b) (7)(F), (b) (3)

Chesapeake and Delaware Canal entirely

Chesapeake Bay; including:

-Elk River to Chesapeake & Delaware Canal

-Patuxent River to:

- Spring Garden Channel Turning Basin

- Fort McHenry Channel N/W Branch Turning Basin

-Curtis Creek to I-695 Bridge
-Patuxent River to

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

-York River to Coleman Memorial Bridge

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

-James River to Richmond

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

-Elizabeth River to Turning Basin at Mains Creek

-Wicomico River to Salisbury

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

SOUTHEAST REGION

Cape Hatteras; including:

-Pamlico Sound

-Albemarle Sound

Cape Fear River to Turning Basin at Wilmington

Charleston Harbor; including:

-Cooper River to Amoco Chemicals Facility

-Ashley River to Southern Dredging Co. Slip

-Wando River to O'Hare Point

Savannah, including Savannah River,

to Houlihan Bridge

St. John's River to Piney Point

Port Canaveral including barge canal to NASA Causeway

Palm Beach to Turning Basin

Port Everglades from:

-Brook Memorial Causeway to

-Dania Cut-Off Canal

Miami, including Government cut and main channel to US 41

ICW-Key West to Old Rhodes Key

ICW-Old Rhodes Key to Turning Basin (Miami)

ICW-Turning Basin (Miami) to Southport Channel (Port Everglades)

ICW-Brook Memorial Causeway to Turning Basin (Palm Beach)

ICW-Turning Basin (Palm Beach) to Canaveral Barge Canal

ICW-NASA Causeway to Ponce Inlet

Boca Grande Pass including Pine Island Sound and ICW to Caloosahatchee River to FPL facility

Tampa Bay; including:

-Egmont Channel into Tampa Bay

-Ship Channel to Port Manatee

Turning Basin

-Old Tampa Bay South and North of Gandy Bridge

-Hillsborough Bay to

- End of Ybor Channel

- Hillsborough River to Tampa Expressway,

- including McKay Bay

GULF REGION

St. Marks River to

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

Apalachicola Bay to US 98 Bridge

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

St. Andrews Bay and Channel to Panama City

Choctawhatchee Bay to the northern point of the ICW

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

Pensacola Bay to Bayou Chico Turning Basin

Mobile Bay; including:
-Chickasaw Creek to Highway 43
-Mobile River, 9' Navigation Channel approximately 3.0 miles North of Chickasaw Creek Junction

Pascagoula Bay; including Pascagoula River Channel to Marsh Lake Junction

Bayou Casotte to Turning Basin

Gulfport Channel to Turning Basin

Bay St. Louis to

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

Biloxi Bay to Industrial Seaway Turning Basin (approximately mile 15.0)

Mississippi River to US 190 Bridge at Baton Rouge

Atchafalaya River South of US 190 Bridge at Krotz Springs

Calcasieu River (including Industrial Canal, Rose Bluff Cutoff and Clooney Island Loop) to and including Old Town Bay

Sabine & Neches Rivers:
-Neches River (including Brakes Bayou) to I-10 overpass
-Sabine River to Port of Orange including Cow Bayou

Sabine Pass/Sabine Lake; including Taylor Bayou

Galveston Bay, East Bay

Galveston Bay, Trinity Bay, Houston Ship Channel

Houston Ship Channel to Turning Basin, including Buffalo Bayou to Turkey Bay

Galveston Bay, West Bay

Chocolate Bayou to approximately mile 9.5

Brazos River to Freeport, including Dow Chemical USA Barge Canal

Matagorda Bay; including:
-Lavaca Bay, including Port Lavaca to Tres Palacios
-Colorado River to Turning Basin
-Port Comfort to Turning Basin (inclusive barge channel)

Corpus Christi Bay; including:
-Industrial Canal to Viola Turning Basin
-Lydia Ann Channel
-Aransas Channel and Bay
-Redfish Bay
-La Quinta Channel

Brownsville, including:
-Ship Channel to Turning Basin
-Port Isabel Channel to Turning Basin

ICW-St. Joe Pass (Mississippi Sound) to Rigolets

ICW-Rigolets to Michoud

ICW-Michoud to Harvey Canal

~~ICW-Harvey Canal to Catahoula Bay~~

ICW-Catahoula Bay to Wax Lake Outlet

ICW-Wax Lake Outlet (Houma)-Houma Navigation Canal

ICW-Lake Cocodrie/Bayou Black/Bayou Chene/Bayou Boeuf

ICW-Bayou Boeuf to Wax Lake Outlet (Morgan City/Berwick)

ICW-Point Au Fer to Marsh Island

ICW-Grand Lake to Gibbstown

ICW-Grand Lake to Lake Calcasieu

ICW-Ellender to Port Arthur

ICW-Orange to Mud Bayou

ICW-Mud Bayou to East Bay (Galveston Bay)

ICW-East Bay to Galveston Bay Intersection

ICW-Cedar Lakes to Matagorda Peninsula East (Matagorda Bay)

Vancouver to U.S. Route #205 Bridge

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

ICW-East Matagorda Bay to Matagorda Bay

Willamette River, OR From Junction with Columbia River to RT, 405 Bridge, Portland, OR

ICW-Matagorda Bay

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

ICW-Matagorda Bay, Port O'Connor

Hawaii

ICW-Espiritu Santo Bay to Aransas Pass

ICW-Baffin Bay to Port Mansfield

U.S. CARIBBEAN

Pacific Region²

North Coast of Puerto Rico, including San Juan and Arecibo

Humboldt Bay, Eureka

San Juan Entrance and Harbor

San Francisco Bay, CA
Hunters Pt. Mooring

West and Southwest Coast of Mona Island, including Mayaquez/Guanica

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

South Coast of Puerto Rico including Guanica, Guayanilla, Ponce and Guayama

San Pablo Bay

Guanica Bay (South Coast of Puerto Rico)

Suisun Bay to Pittsburg

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

Eastern Puerto Rico and the Islands of Vieques, Culebra, and St. Thomas (USVI)

Ports of Los Angeles and Long Beach

Port of San Diego

Virgin Islands (USVI) St. Thomas, St. John, St. Croix

Strait of Juan De Fuca, WA

Northern Puget Sound

INLAND WATERWAYS

Southern Puget Sound to Tacoma

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

Coverage is extended to the following COTP zones:

Rosario Strait, WA to U.S./Canada Border

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

- Mobile
- Memphis
- New Orleans
- St. Louis
- Huntington
- Pittsburgh
- Chicago
- Duluth
- Paducah
- Louisville

Grays Harbor, WA to Aberdeen, WA

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

Columbia River to U.S. Route #205 Bridge, Portland, OR
Harrington Pt, Crims Island, St. Helens,

Provider's Area of Service extends to all COTP zones in the Great Lakes.

² In this region, if necessary the Client shall also maintain an agreement with a local oil spill removal organization to satisfy the requirements of State Law.

PLAINS ALL AMERICAN PIPELINE L.P.

SCHEDULE 3

2011

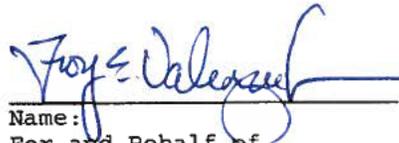
BASIC COMPENSATION

Total Annual Retainer **\$ 672,299 per Annum***

*Multi-year contracts are subject to a Consumer Price Index increase in the second and third years.

Term: Three-years, October 1, 2011 through September 30, 2014

Approved:



Name:
For and Behalf of
Plains Pipeline L.P.
By: Plains Marketing GP Inc.,
Its General Partner

SCHEDULE 5

Initial Termination Date:

September 30, 2014



February, 2012
PREP Credit Report

Dear Client:

Please find attached the - ***NRC 2011 Annual Preparedness for Response Exercise Program (PREP) Equipment Deployment Summary Report*** (Attachment A) for review and retention with an accompanying Letter of Attestation (Attachment B). This report documents OSRO equipment deployment exercise information in compliance with the National Preparedness for Response Exercise Program (PREP) Guidelines for reportable and evaluated on-water equipment deployments during exercises, training and actual spill responses. It provides information necessary for your OSRO equipment deployment credit for the 2011 calendar year.

This report documents deployment of the various types of skimming systems and boom that NRC owns or controls for classification purposes. It includes equipment aboard our Oil Spill Response Vessels (OSRVs) and at Independent Contractor Network (ICN) facilities dispersed throughout the various Captain of the Ports (COTP) areas. The information categories include:

ICN/OSRV - Each response facility and OSRV that comprise the NRC's response network. We also indicate the USCG OSRO classification ID next to their names.

LOCATION - The geographical location (city/state) of the ICN facility or vessel home port.

COTP-MSO REGION - The COTP-MSO or EPA Region in which the response equipment and facility personnel are based.

SKIMMING EQUIPMENT - Each type of skimmer in the NRC owned or controlled equipment inventory. A numeric figure in the columns for each type of skimmer indicates the number of times that personnel at a particular facility or OSRV have activated and deployed this type of skimming system in the water.

BOOM EQUIPMENT - The type and amount of boom deployed by personnel assigned to a particular facility and vessel.

Each ICN Participant facility and OSRV, of which there are over one hundred and thirty, has an active file that feeds data to the Summary Report. In 2011, the following environmental service companies joined or left the ICN, or experienced a company name change as noted (updated accordingly):

Company Name	Status
Bosarge Diving	Joined
Mackinac Environmental Technology	Joined
Pacific Commercial Services	Joined
PAL Environmental Services	Joined
Teksolv, Inc.	Joined
Sea Tow Palm Beach	Joined
Shaw Group	Deleted
Global Petroleum	Deleted
Premier Electronics	Deleted
Renner	Deleted
RMR, Inc.	Deleted
Zaccor	Deleted
Industrial Cleanup, Inc.	Deleted
Bellon Environmental	Now d/b/a SET Environmental, Inc.
Symcore	Now d/b/a Intracoastal
Northstar Marine	Now d/b/a Northstar Marine Environmental Services
Coteau Environmental	Now d/b/a Prairie Consulting Group
Southeast Response & Remediation	Now d/b/a SR&R Environmental

ICN facility equipment deployment records are held at each facility and at NRC Headquarters in Great River, NY. OSRV equipment deployment records are maintained on board the vessels and both at NRC Headquarters and in the NRC Houston Marine Department office. These internal historical records identify each equipment deployment occurrence by:

- NRC Control No.
- Date of deployment
- Event description - actual spill incident, equipment training or exercise
- Type of environment - sheltered , protected or unsheltered
- Type of skimming system deployed
- Type and quantity of boom deployed

If you have any questions regarding this report, contact Charles Comerford at 631-224-9141. Please ensure individuals responsible for the PREP program in your organization receive this report. If you would like additional copies they are located on our Web site, which is www.nrcc.com under the client access portion. Widest dissemination of this document is encouraged.

Sincerely,



Steven A. Candito
President
National Response Corporation



Regional Breakdown

Northeast Region

General Manager: John Hielscher

3500 Sunrise Highway - Suite T-103, Great River, NY 11739

(631)224-9141 Ext 142

States Covered:

Indiana, Michigan, Ohio, New York, Pennsylvania, Maryland, Delaware, New Jersey, Connecticut, Vermont, Massachusetts, Rhode Island, New Hampshire, Maine, West Virginia, Virginia

South Region

General Manager: Ray McCoy

818 Town & Country Blvd. - Suite 200, Houston, TX 77024

(281)606-4848

States Covered:

Texas, Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, Colorado, New Mexico, Mississippi, Alabama

Southeast Region

General Manager: Jason DeSantis

104 River Lane, Ormond Beach, FL 32176

(386)441-7719

States Covered:

Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Missouri, Illinois, Iowa, Minnesota, Wisconsin

West Coast Regional Breakdown (NRCES)

Pacific Northwest Region

PNW General Manager: Jim Riedel

1630 10th Ave., South – Suite 150, Seattle, WA 98108

(206)607-3000

States Covered: Washington, Oregon, Idaho, Montana, Wyoming, Hawaii, North Dakota, South Dakota

West Region

VP/General Manager: Todd Roloff

1805 Ferry Point Road, Alameda, CA 94501

(510)749-1390

States Covered: California, Nevada, Utah, Arizona

CORPORATE HEADQUARTERS

3500 SUNRISE HIGHWAY, T103
GREAT RIVER, NEW YORK 11739
(631) 224-9141 · FAX (631) 224-9082

REGIONAL OFFICES

NEW YORK, NY HOUSTON, TX TAMPA, FL
MEMPHIS, TN SAN DIEGO, CA LONG BEACH, CA
SAN FRANCISCO, CA PORTLAND, OR SEATTLE,
WA OLD SAN JUAN, PR ST. CROIX, USVI



Regional Breakdown

Caribbean Region

General Manager: David Aviles

P.O. Box 9022750, San Juan, PR 00902

(787)789-2000

Islands Covered: Puerto Rico, St. Thomas, St. Croix, St. Lucia, Aruba

Virgin Islands

Regional Manager: Joe Schilling

8A Williams Fredriksted, St. Croix, West Virgin Islands 00840

Islands Covered: St. Croix (Hovensa)

Aruba

Regional Manager: James Haeghaert

Bungalow 251, First Ave., Seroe Colorado, San Nicholas, Aruba

Island Covered: Aruba


2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY
NRC Northeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Northern New England	NRC - 0016	Searsport, ME	Bangor, ME	1,000'		1			1	
COTP Northern New England	NRC - 0016	Fore River So. Portland, ME	NRC Reliant So. Portland, ME		1,000'		1	1		
COTP Pittsburgh	NRC - 0016	Allegheny River Pittsburgh, PA	Pittsburgh, PA				1			
COTP New York	NRC - 0016	Lower NY Harbor, Gravesend Bay, NY	NRC Guardian Staten Island, NY		1,000'			1		
COTP Hampton Roads	NRC - 0016	Chesapeake River, VA	Norfolk, VA	2,000'		1			1	
COTP Northern New England	NRC - 0016	Penobscot River, Bucksport, ME	Bangor, ME	1,000'					1	
COTP Buffalo	NRC - 0016	Lake Ontario, Oswego Harbor, NY	Oswego, NY	1,000'		1				
COTP New York	MEG - 0020	Newburgh, NY	N/A	1,200'		1				
COTP Delaware Bay	MEG - 0020	Maurice River, NJ	N/A	6,000'			1			
COTP Northern New England	MEG - 0020	Lake Champlain, NY	N/A	1,100'					1	
COTP Baltimore	MEG - 0020	Baltimore, MD	N/A	1,000'					1	
COTP New York	MEG - 0020	West Haverstraw, NY	N/A	1,800'					1	



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Miami	NRC - 0016	Miami Harbor, Miami, FL	NRC Liberty Miami, FL		2,000'	1			1	
COTP Key West	NRC - 0016	Key West Harbor, Key West, FL	Key West, FL	2,000'			2			
COTP Upper Mississippi	NRC - 0016	Merrimac River, St. Louis, MO	Fenton, MO	4,000'			1		1	
COTP Ohio Valley	NRC - 0016	Paducah, KY	Paducah, KY Duluth, MN	3,100'					1	
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Jacksonville	CBI - 0048	Port Canaveral, FL	N/A	1,000'						
COTP Miami	CBI - 0048	Port Everglades, FL	N/A	1,000'		1			1	
COTP Tampa	DES - 0037	Port of Tampa, FL	N/A	1,600'						
COTP Tampa	DES - 0037	Tampa Bay, FL	N/A	2,200'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southern Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX						1	2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX							2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	NRC Valiant, Corpus Christi, TX		1,600					
COTP Houston / Galveston	NRC - 0016	Gulf of Mexico Galveston, TX	NRC Admiral, Galveston, TX		1,900'					
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA				1	1	2	2
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA		2,000'		1			
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS		1,000'					
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS				1	1		
COTP Mobile	USES - 0038	Birmingham, AL	N/A	1,100'		1				
COTP Mobile	USES - 0038	Mobile, AL	N/A	2,000'		2				
COTP New Orleans	USES - 0038	Venice, LA	N/A	2,000'		1				
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Lower Mississippi	ACME - 0010	Little Wewoka Creek	N/A	1,100'		4				
COTP Corpus Christi	MES - 0072	Ingelside, TX	N/A	1,000'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Western Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA	2,000'			1			
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA				1			
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP Los Angeles	NRC - 0016	Port of Long Beach, Long Beach, CA	Long Beach, CA						2	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,500'	1	1	1	1	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		3,000'					
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,100'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		3,500'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,000'					
COTP San Francisco	NRC - 0016	Crissy Field, San Francisco, CA	Alameda, CA		2,700'			1		
COTP San Francisco	NRC - 0016	Pier 92, San Francisco Bay, CA	Alameda, CA		1,000'		1			
COTP San Francisco	NRC - 0016	San Francisco Bay, CA	Alameda & Richmond		8,900'			1		
COTP San Francisco	NRC - 0016	Richmond Dock, Richmond, CA	Alameda, CA		3,700'	1				



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Northwest Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA						2	
COTP Puget Sound	NRC - 0016	Columbia River, WA	Neah Bay, WA		4,000'			2	1	
COTP Puget Sound	NRC - 0016	Forks, WA	Neah Bay, WA				1		1	
COTP Portland	NRC - 0016	Grays Harbor, WA	Ferndale, WA						1	
COTP Puget Sound	NRC - 0016	Neah Bay Straits	NRC Cape Flattery Neah Bay, WA						1	
COTP Puget Sound	NRC - 0016	Seattle, WA	Seattle, WA		1,000'			2		
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA	1,200'						
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,300'					



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Caribbean Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR						1	
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR			1	1		1	1
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR	1,000'					1	
COTP San Juan	NRC - 0016	Yabucoa, PR	Yabucoa, PR		1,000'					1
COTP San Juan	NRC - 0016	St. Croix, VI	Christianstead, St. Croix, VI		1,000'			1		
N/A	NRC - 0016	Aruba	NRC Sentry, Aruba		1,000'					



ATTESTATION

I, Steven A. Candito, President of National Response Corporation (NRC), an Oil Spill Removal Organization (OSRO) with full OSRO classifications in all Captain of the Port Zones, for all operating environments within our Area of Service do hereby attest, based upon the information provided to me by the members of the NRC Independent Contractor Network, each of whom are responsible for similar attestations to their own clients under the National Preparedness for Response Exercise Program and based on my own personal knowledge, that boom and skimming systems, more than adequate to satisfy the OSRO field equipment deployment drill requirements of OPA '90 have been deployed on your behalf in the United States East Coast, Gulf Coast, West Coast, Inland River and Caribbean Regions within the most recent calendar year. Further that NRC-owned equipment is inspected and maintained under a formal preventive maintenance program. Personnel training requirements are met through a formal equipment deployment-training program. The personnel who deployed the equipment demonstrated their ability to successfully deploy and operate the equipment and the equipment was in good working order. Further, records of these deployments are maintained at our headquarters in Great River, New York, USA.

Date: 17 February 2012

A handwritten signature in black ink, appearing to read "S. Candito", is written over a horizontal line.

Steven A. Candito
President
National Response Corporation

Attachment B

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
U.S. Coast Guard
National Strike Force

1461 North Road Street
Elizabeth City, NC 27909
Phone: 252-331-6000
FAX: 252-331-6012

16465

FEB 7 2012

National Response Corp.
Attn: Mike Reese
3500 Sunrise Highway
Great River, NY 11739

Dear Mr. Reese:

This letter is to notify you that your National Response Corporation's (NRC) application for dispersant classification has been reviewed and evaluated utilizing the Dispersant Mission Planner 2 (DMP2) Calculator, and facility and vessel response plan requirements set forth in 33 CFR 154 and 155, respectively. Based on the data contained within your application, NRC has successfully met the criteria for dispersant classifications in the Sector Honolulu Captain of the Port Zone. These classification additions have been reflected in enclosure (1).

You are responsible for informing this office and your clients of any changes to your status. The Response Resource Inventory (RRI) database is currently being modified to capture dispersant data. Once these modifications have been completed, you will receive access notification accompanied by instructions for managing your dispersant data within the RRI.

If you have any questions or would like more information regarding your classifications, please contact my staff using the contact information found in enclosure (2).

Thank you for your participation in the OSRO Classification program.

Sincerely,


D. C. Haynes

Enclosures: (1) NRC Dispersant Classification List
(2) NSFCC Contact List

Copy: COMDT (CG-5332, CG-5431, CG5442)
DOG (DG-33)
CGD Fourteen (dr)
SECTOR Honolulu
EPA Region 9
PHMSA (HQ, Western Regions)
BSEE (Pacific Region)

NRC DISPERSANT CLASSIFICATIONS

COTP ZONE	WCD1	WCD2	WCD3
Boston	X	X	X
Charleston	X	X	X
Columbia River	X	X	X
Corpus Christi	X	X	X
Delaware Bay	X	X	X
Hampton Roads	X	X	X
Hawaii	None	X	X
Houston	X	X	X
Jacksonville	X	X	X
Key West	X	X	X
Long Island Sound	X	X	X
LA/LB	X	X	X
Miami	X	X	X
Mobile	X	X	X
Morgan City	X	X	X
New Orleans	X	X	X
New York	X	X	X
North Carolina	X	X	X
Northern New England	X	X	X
Port Arthur	X	X	X
Puget Sound	X	X	X
San Diego	X	X	X
San Francisco	X	X	X
San Juan	X	X	X
Savannah	X	X	X
Southern New England	X	X	X
St Petersburg	X	X	X

**NATIONAL STRIKE FORCE COORDINATION CENTER
(NSFCC)**

PHONE: (252) 331-6000

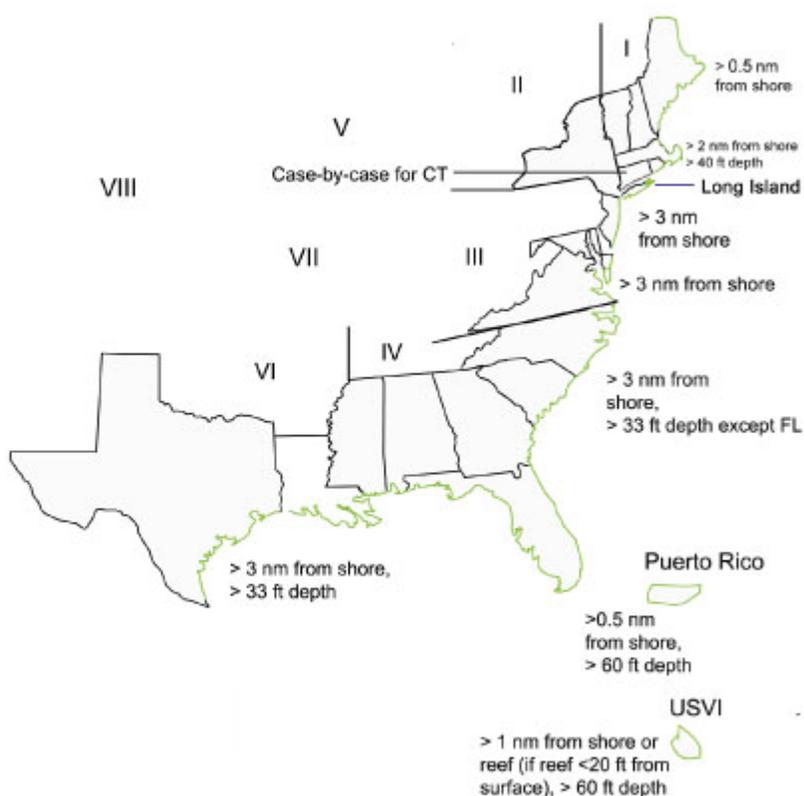
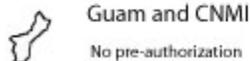
FAX: (252) 331-6012

NAME	EXTENSION	EMAIL
LT Irvin Jones	x3035	Irvin.W.Jones@uscg.mil
Mr. Adam Evans	x3091	Adam.S.Evans@uscg.mil
MST1 Eben Wilson	x3057	Eben.E.Wilson@uscg.mil
MST2 Wyatt Ingram	x3059	Wyatt.A.Ingram@uscg.mil

PHMSA-000125707

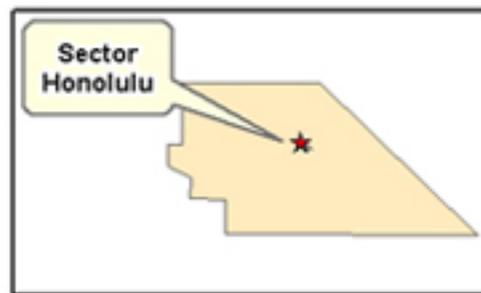
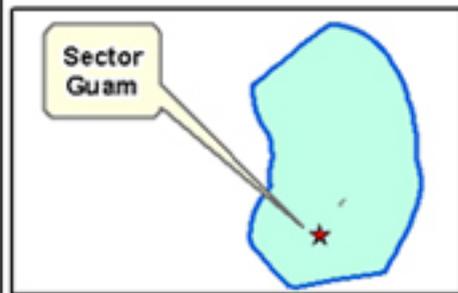
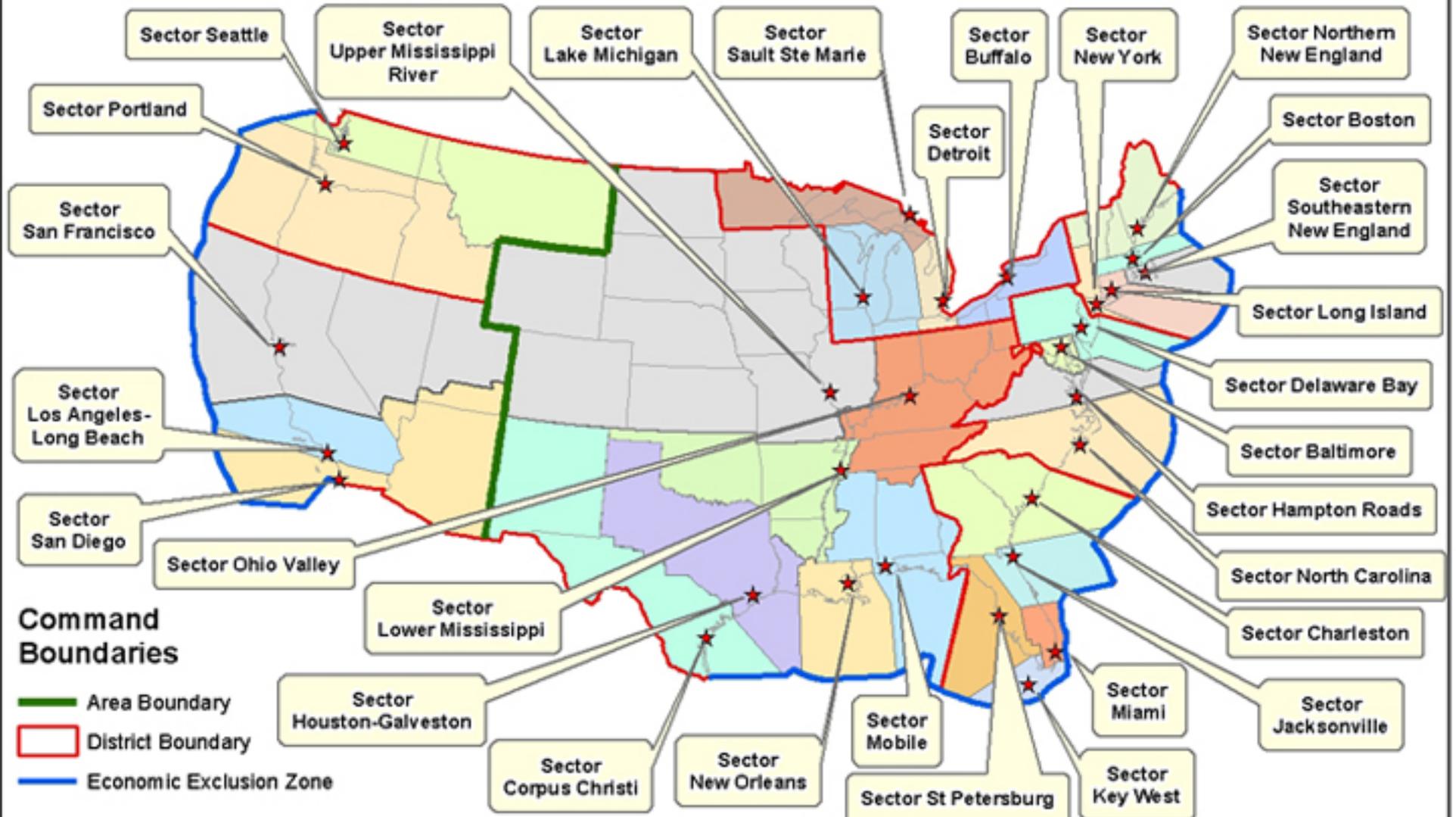


- Case-by-case authorization
- Pre-authorization



U. S. Coast Guard Sector Commands

RHMSA 000125708





February, 2012
PREP Credit Report

Dear Client:

Please find attached the - ***NRC 2011 Annual Preparedness for Response Exercise Program (PREP) Equipment Deployment Summary Report*** (Attachment A) for review and retention with an accompanying Letter of Attestation (Attachment B). This report documents OSRO equipment deployment exercise information in compliance with the National Preparedness for Response Exercise Program (PREP) Guidelines for reportable and evaluated on-water equipment deployments during exercises, training and actual spill responses. It provides information necessary for your OSRO equipment deployment credit for the 2011 calendar year.

This report documents deployment of the various types of skimming systems and boom that NRC owns or controls for classification purposes. It includes equipment aboard our Oil Spill Response Vessels (OSRVs) and at Independent Contractor Network (ICN) facilities dispersed throughout the various Captain of the Ports (COTP) areas. The information categories include:

ICN/OSRV - Each response facility and OSRV that comprise the NRC's response network. We also indicate the USCG OSRO classification ID next to their names.

LOCATION - The geographical location (city/state) of the ICN facility or vessel home port.

COTP-MSO REGION - The COTP-MSO or EPA Region in which the response equipment and facility personnel are based.

SKIMMING EQUIPMENT - Each type of skimmer in the NRC owned or controlled equipment inventory. A numeric figure in the columns for each type of skimmer indicates the number of times that personnel at a particular facility or OSRV have activated and deployed this type of skimming system in the water.

BOOM EQUIPMENT - The type and amount of boom deployed by personnel assigned to a particular facility and vessel.

Each ICN Participant facility and OSRV, of which there are over one hundred and thirty, has an active file that feeds data to the Summary Report. In 2011, the following environmental service companies joined or left the ICN, or experienced a company name change as noted (updated accordingly):

Company Name	Status
Bosarge Diving	Joined
Mackinac Environmental Technology	Joined
Pacific Commercial Services	Joined
PAL Environmental Services	Joined
Teksolv, Inc.	Joined
Sea Tow Palm Beach	Joined
Shaw Group	Deleted
Global Petroleum	Deleted
Premier Electronics	Deleted
Renner	Deleted
RMR, Inc.	Deleted
Zaccor	Deleted
Industrial Cleanup, Inc.	Deleted
Bellon Environmental	Now d/b/a SET Environmental, Inc.
Symcore	Now d/b/a Intracoastal
Northstar Marine	Now d/b/a Northstar Marine Environmental Services
Coteau Environmental	Now d/b/a Prairie Consulting Group
Southeast Response & Remediation	Now d/b/a SR&R Environmental

ICN facility equipment deployment records are held at each facility and at NRC Headquarters in Great River, NY. OSRV equipment deployment records are maintained on board the vessels and both at NRC Headquarters and in the NRC Houston Marine Department office. These internal historical records identify each equipment deployment occurrence by:

- NRC Control No.
- Date of deployment
- Event description - actual spill incident, equipment training or exercise
- Type of environment - sheltered , protected or unsheltered
- Type of skimming system deployed
- Type and quantity of boom deployed

If you have any questions regarding this report, contact Charles Comerford at 631-224-9141. Please ensure individuals responsible for the PREP program in your organization receive this report. If you would like additional copies they are located on our Web site, which is www.nrcc.com under the client access portion. Widest dissemination of this document is encouraged.

Sincerely,



Steven A. Candito
 President
 National Response Corporation



Regional Breakdown

Northeast Region

General Manager: John Hielscher

3500 Sunrise Highway - Suite T-103, Great River, NY 11739

(631)224-9141 Ext 142

States Covered:

Indiana, Michigan, Ohio, New York, Pennsylvania, Maryland, Delaware, New Jersey, Connecticut, Vermont, Massachusetts, Rhode Island, New Hampshire, Maine, West Virginia, Virginia

South Region

General Manager: Ray McCoy

818 Town & Country Blvd. - Suite 200, Houston, TX 77024

(281)606-4848

States Covered:

Texas, Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, Colorado, New Mexico, Mississippi, Alabama

Southeast Region

General Manager: Jason DeSantis

104 River Lane, Ormond Beach, FL 32176

(386)441-7719

States Covered:

Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Missouri, Illinois, Iowa, Minnesota, Wisconsin

West Coast Regional Breakdown (NRCES)

Pacific Northwest Region

PNW General Manager: Jim Riedel

1630 10th Ave., South – Suite 150, Seattle, WA 98108

(206)607-3000

States Covered: Washington, Oregon, Idaho, Montana, Wyoming, Hawaii, North Dakota, South Dakota

West Region

VP/General Manager: Todd Roloff

1805 Ferry Point Road, Alameda, CA 94501

(510)749-1390

States Covered: California, Nevada, Utah, Arizona

CORPORATE HEADQUARTERS

3500 SUNRISE HIGHWAY, T103
GREAT RIVER, NEW YORK 11739
(631) 224-9141 · FAX (631) 224-9082

REGIONAL OFFICES

NEW YORK, NY HOUSTON, TX TAMPA, FL
MEMPHIS, TN SAN DIEGO, CA LONG BEACH, CA
SAN FRANCISCO, CA PORTLAND, OR SEATTLE,
WA OLD SAN JUAN, PR ST. CROIX, USVI



Regional Breakdown

Caribbean Region

General Manager: David Aviles

P.O. Box 9022750, San Juan, PR 00902

(787)789-2000

Islands Covered: Puerto Rico, St. Thomas, St. Croix, St. Lucia, Aruba

Virgin Islands

Regional Manager: Joe Schilling

8A Williams Fredriksted, St. Croix, West Virgin Islands 00840

Islands Covered: St. Croix (Hovensia)

Aruba

Regional Manager: James Haeghaert

Bungalow 251, First Ave., Seroe Colorado, San Nicholas, Aruba

Island Covered: Aruba



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Northeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Northern New England	NRC - 0016	Searsport, ME	Bangor, ME	1,000'		1			1	
COTP Northern New England	NRC - 0016	Fore River So. Portland, ME	NRC Reliant So. Portland, ME		1,000'		1	1		
COTP Pittsburgh	NRC - 0016	Allegheny River Pittsburgh, PA	Pittsburgh, PA				1			
COTP New York	NRC - 0016	Lower NY Harbor, Gravesend Bay, NY	NRC Guardian Staten Island, NY		1,000'			1		
COTP Hampton Roads	NRC - 0016	Chesapeake River, VA	Norfolk, VA	2,000'		1			1	
COTP Northern New England	NRC - 0016	Penobscot River, Bucksport, ME	Bangor, ME	1,000'					1	
COTP Buffalo	NRC - 0016	Lake Ontario, Oswego Harbor, NY	Oswego, NY	1,000'		1				
COTP New York	MEG - 0020	Newburgh, NY	N/A	1,200'		1				
COTP Delaware Bay	MEG - 0020	Maurice River, NJ	N/A	6,000'			1			
COTP Northern New England	MEG - 0020	Lake Champlain, NY	N/A	1,100'					1	
COTP Baltimore	MEG - 0020	Baltimore, MD	N/A	1,000'					1	
COTP New York	MEG - 0020	West Haverstraw, NY	N/A	1,800'					1	



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Miami	NRC - 0016	Miami Harbor, Miami, FL	NRC Liberty Miami, FL		2,000'	1			1	
COTP Key West	NRC - 0016	Key West Harbor, Key West, FL	Key West, FL	2,000'			2			
COTP Upper Mississippi	NRC - 0016	Merrimac River, St. Louis, MO	Fenton, MO	4,000'			1		1	
COTP Ohio Valley	NRC - 0016	Paducah, KY	Paducah, KY Duluth, MN	3,100'					1	
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Jacksonville	CBI - 0048	Port Canaveral, FL	N/A	1,000'						
COTP Miami	CBI - 0048	Port Everglades, FL	N/A	1,000'		1			1	
COTP Tampa	DES - 0037	Port of Tampa, FL	N/A	1,600'						
COTP Tampa	DES - 0037	Tampa Bay, FL	N/A	2,200'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southern Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX						1	2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX							2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	NRC Valiant, Corpus Christi, TX		1,600					
COTP Houston / Galveston	NRC - 0016	Gulf of Mexico Galveston, TX	NRC Admiral, Galveston, TX		1,900'					
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA				1	1	2	2
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA		2,000'		1			
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS		1,000'					
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS				1	1		
COTP Mobile	USES - 0038	Birmingham, AL	N/A	1,100'		1				
COTP Mobile	USES - 0038	Mobile, AL	N/A	2,000'		2				
COTP New Orleans	USES - 0038	Venice, LA	N/A	2,000'		1				
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Lower Mississippi	ACME - 0010	Little Wewoka Creek	N/A	1,100'		4				
COTP Corpus Christi	MES - 0072	Ingelside, TX	N/A	1,000'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Western Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA	2,000'			1			
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA				1			
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP Los Angeles	NRC - 0016	Port of Long Beach, Long Beach, CA	Long Beach, CA						2	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,500'	1	1	1	1	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		3,000'					
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,100'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		3,500'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,000'					
COTP San Francisco	NRC - 0016	Crissy Field, San Francisco, CA	Alameda, CA		2,700'			1		
COTP San Francisco	NRC - 0016	Pier 92, San Francisco Bay, CA	Alameda, CA		1,000'		1			
COTP San Francisco	NRC - 0016	San Francisco Bay, CA	Alameda & Richmond		8,900'			1		
COTP San Francisco	NRC - 0016	Richmond Dock, Richmond, CA	Alameda, CA		3,700'	1				



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Northwest Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA						2	
COTP Puget Sound	NRC - 0016	Columbia River, WA	Neah Bay, WA		4,000'			2	1	
COTP Puget Sound	NRC - 0016	Forks, WA	Neah Bay, WA				1		1	
COTP Portland	NRC - 0016	Grays Harbor, WA	Ferndale, WA						1	
COTP Puget Sound	NRC - 0016	Neah Bay Straits	NRC Cape Flattery Neah Bay, WA						1	
COTP Puget Sound	NRC - 0016	Seattle, WA	Seattle, WA		1,000'			2		
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA	1,200'						
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,300'					



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Caribbean Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR						1	
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR			1	1		1	1
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR	1,000'					1	
COTP San Juan	NRC - 0016	Yabucoa, PR	Yabucoa, PR		1,000'					1
COTP San Juan	NRC - 0016	St. Croix, VI	Christianstead, St. Croix, VI		1,000'			1		
N/A	NRC - 0016	Aruba	NRC Sentry, Aruba		1,000'					



ATTESTATION

I, Steven A. Candito, President of National Response Corporation (NRC), an Oil Spill Removal Organization (OSRO) with full OSRO classifications in all Captain of the Port Zones, for all operating environments within our Area of Service do hereby attest, based upon the information provided to me by the members of the NRC Independent Contractor Network, each of whom are responsible for similar attestations to their own clients under the National Preparedness for Response Exercise Program and based on my own personal knowledge, that boom and skimming systems, more than adequate to satisfy the OSRO field equipment deployment drill requirements of OPA '90 have been deployed on your behalf in the United States East Coast, Gulf Coast, West Coast, Inland River and Caribbean Regions within the most recent calendar year. Further that NRC-owned equipment is inspected and maintained under a formal preventive maintenance program. Personnel training requirements are met through a formal equipment deployment-training program. The personnel who deployed the equipment demonstrated their ability to successfully deploy and operate the equipment and the equipment was in good working order. Further, records of these deployments are maintained at our headquarters in Great River, New York, USA.

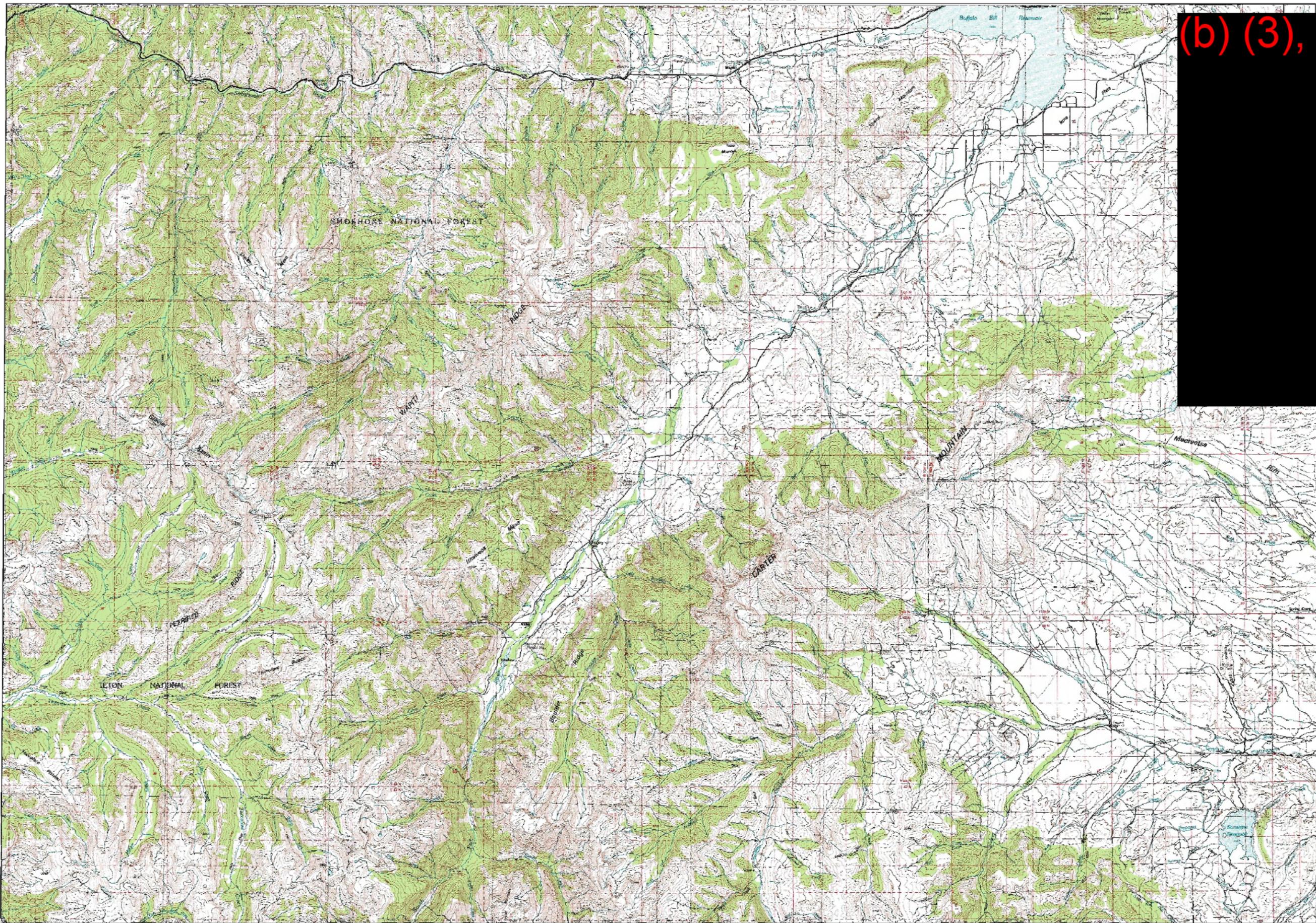
Date: 17 February 2012

A handwritten signature in black ink, appearing to read "S. Candito", is written above a horizontal line.

Steven A. Candito
President
National Response Corporation

Attachment B

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

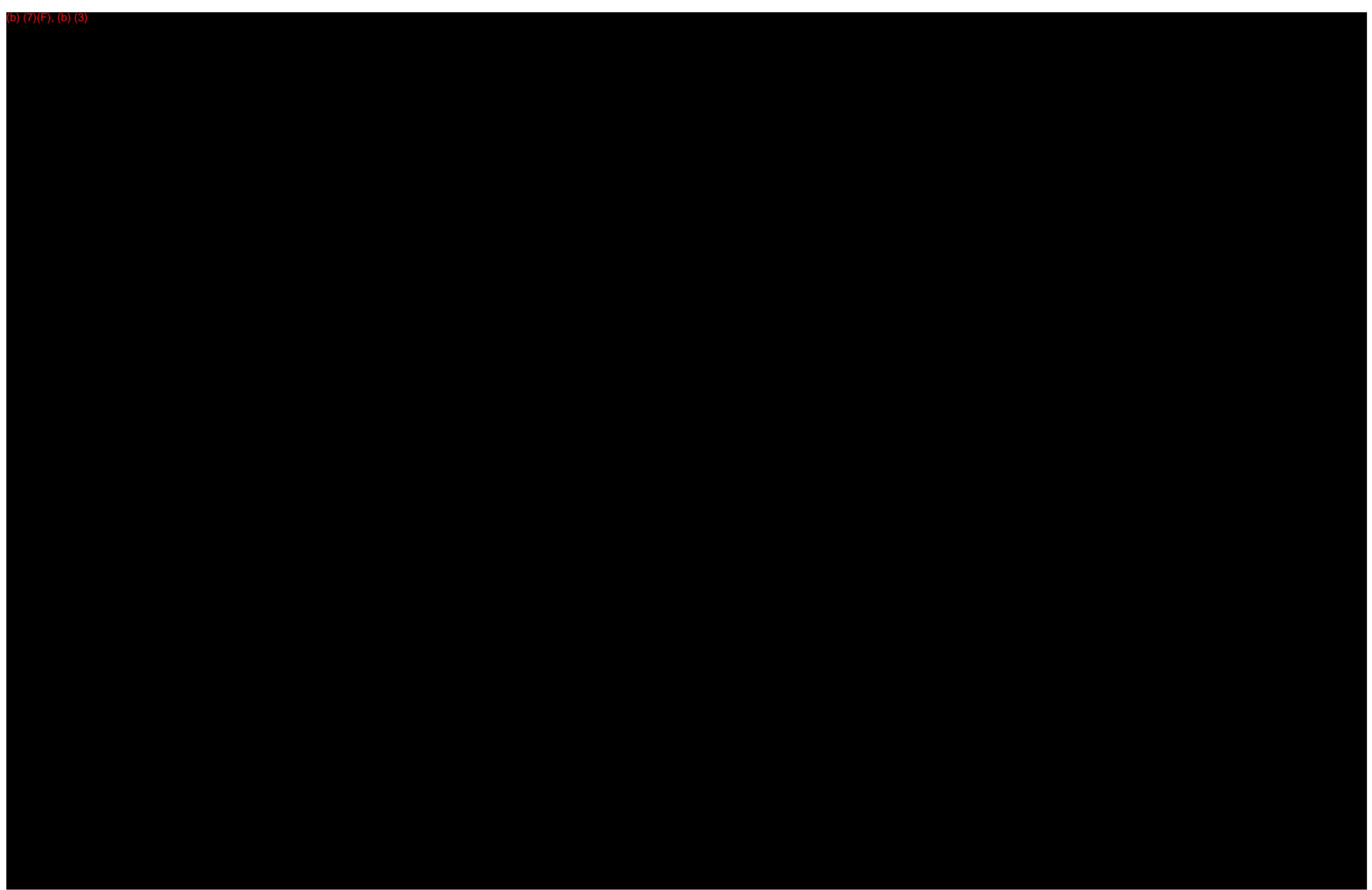


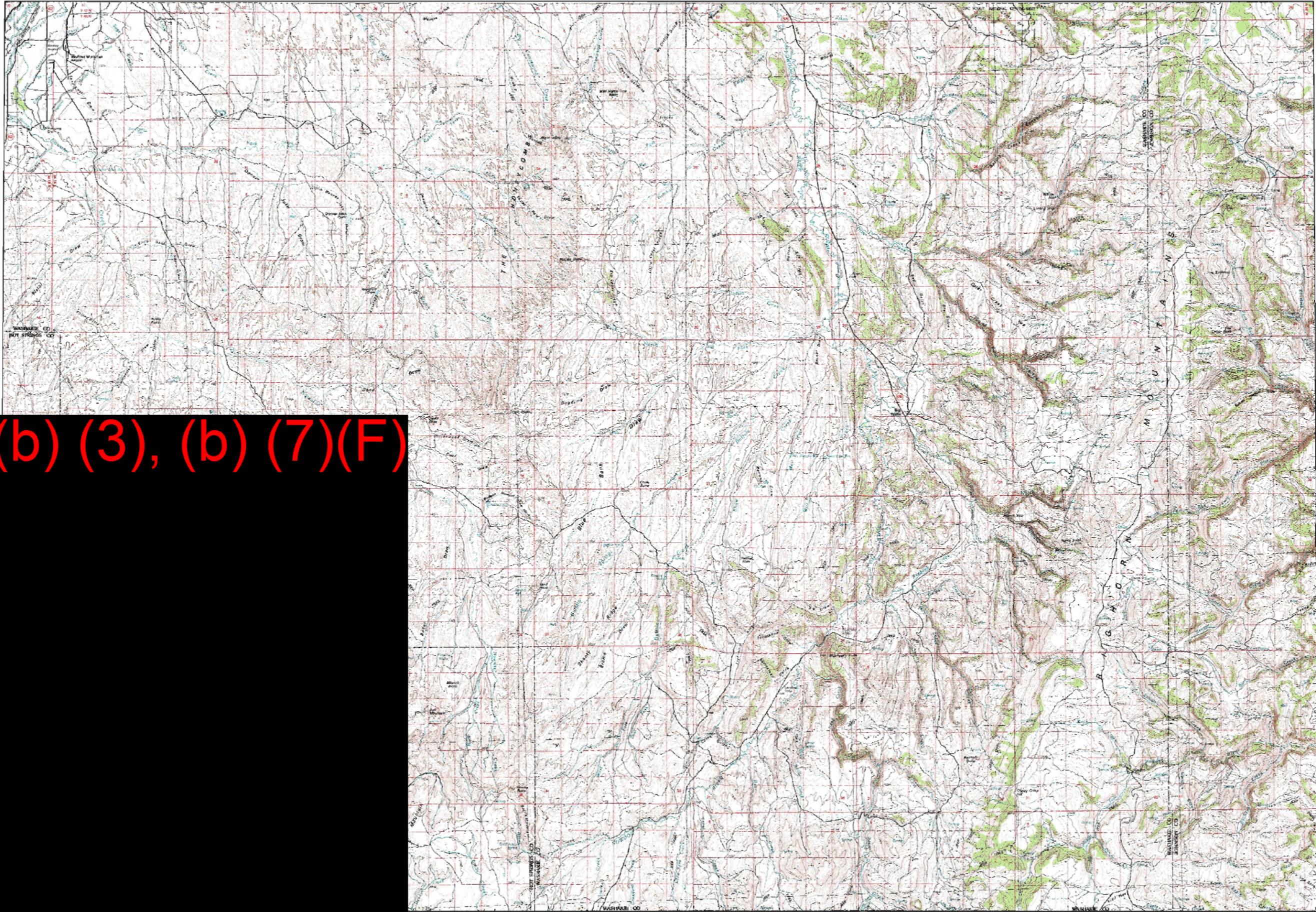
ROCKY MOUNTAIN PIPELINE SYSTEM

WESTERN CORRIDOR
 BIGHORN PIPELINE SYSTEM
 ELK BASIN TO CASPER

DRAWN: J.M.	CHECKED: M. Roemer	USER: EDWARDS
DATE: 03/31/04	SCALE: 1:100,000	CARTER MOUNTAIN, WYOMING

402-D-G-0003
 MP: 195





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



ROCKY MOUNTAIN PIPELINE SYSTEM

WESTERN CORRIDOR
BIG HORN PIPELINE SYSTEM
ELK BASIN TO CASPER

DRAWN JM	CHECKED M. Fosse	URBS QUAS
DATE 03/31/04	SCALE 1:100,000	NONWATER CREEK, WYOMING

402-D-G-0005
MP: 95-115

PHMSA 00

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



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



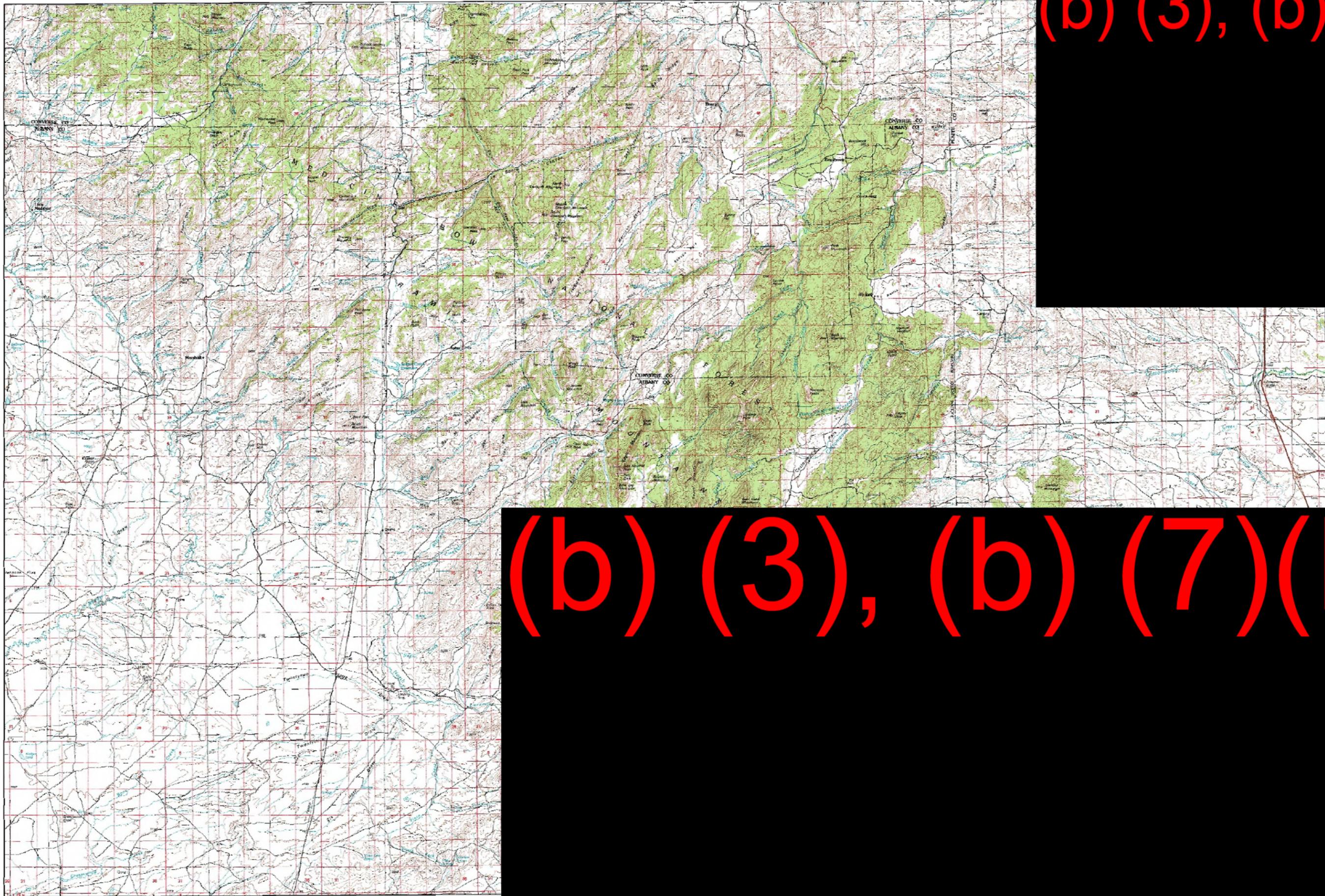
ROCKY MOUNTAIN PIPELINE SYSTEM

WESTERN CORRIDOR
 BIGHORN PIPELINE SYSTEM
 ELK BASIN TO CASPER

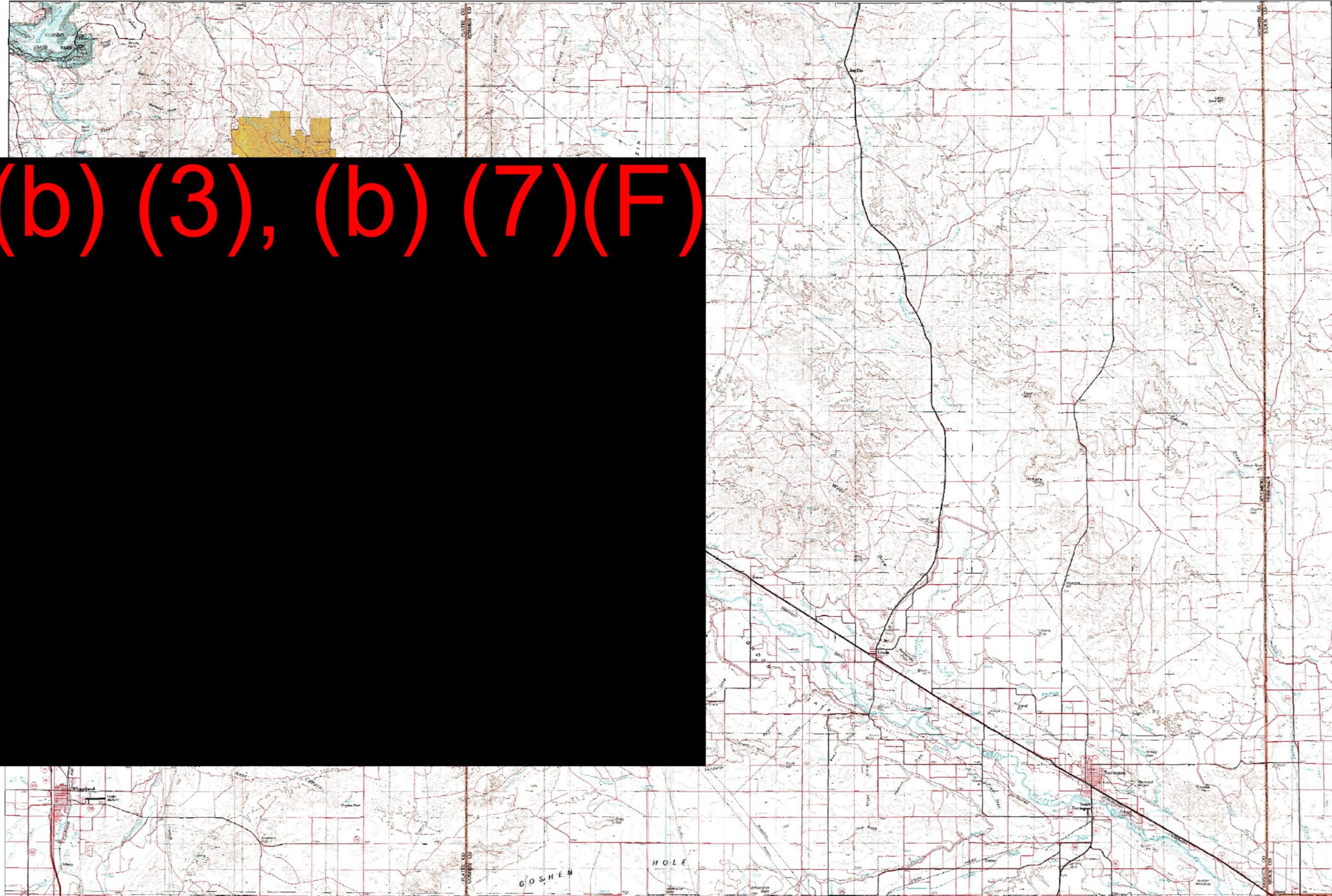
DRAWN JM	CHECKED M. P. Reese	URBS DATE:
DATE 03/31/04	SCALE 1:100,000	MIDWEST, WYOMING

402-D-G-0007
 MP: 25-35

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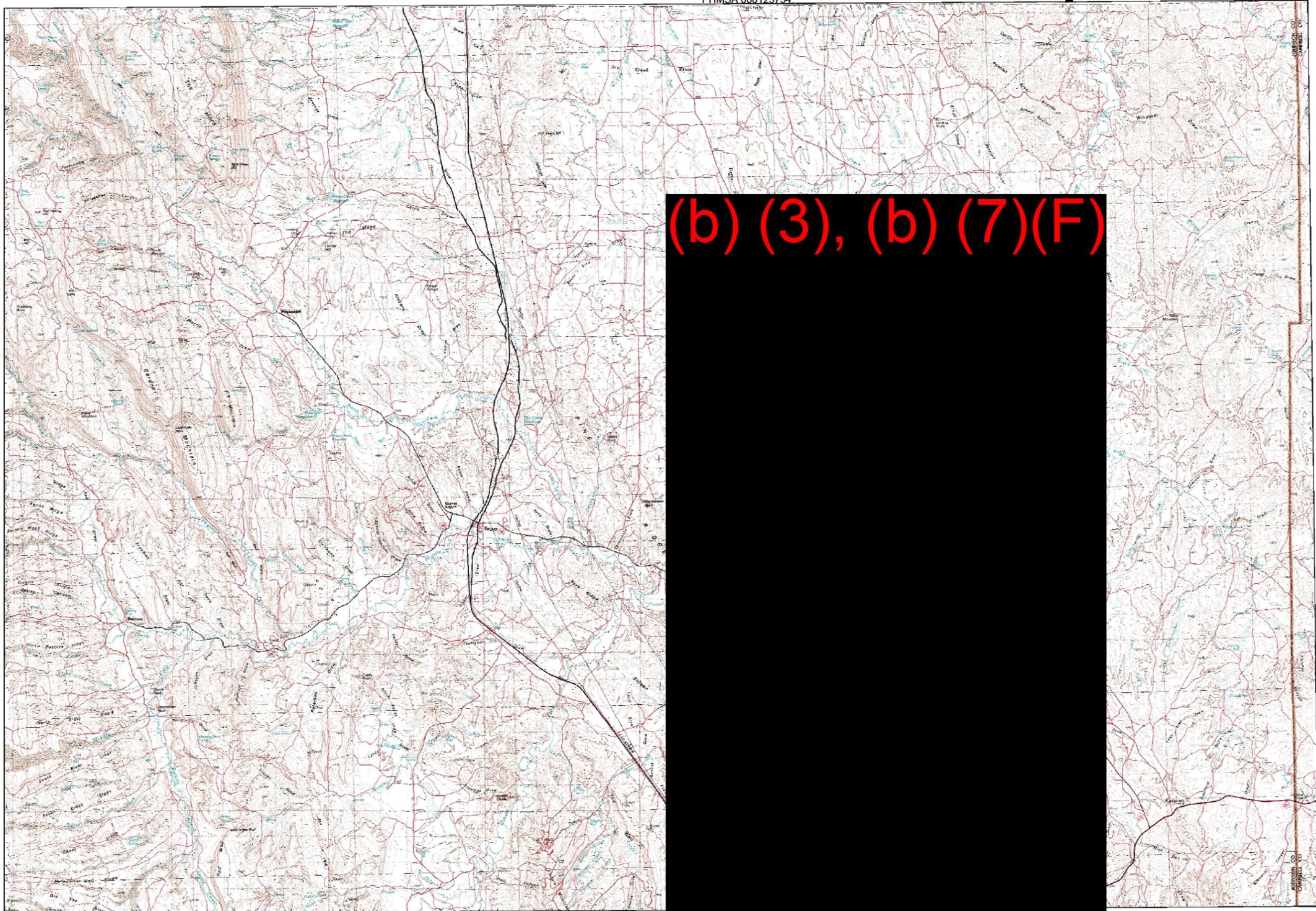
(b) (3), (b) (7)(F)



ROCKY MOUNTAIN PIPELINE SYSTEM
 WESTERN CORRIDOR
 BIGHORN PIPELINE SYSTEM
 GASPER TO GUERNSEY
 GUERNSEY TO FT. LARAMIE

DRAWN JM	DESIGNED M. Rowse	TERRAS QUAYS TORRINGTON, WYOMING
DATE 03/31/04	SCALE 1:100,000	

402-D-G-0011
 MP: 0-30



ROCKY MOUNTAIN PIPELINE SYSTEM

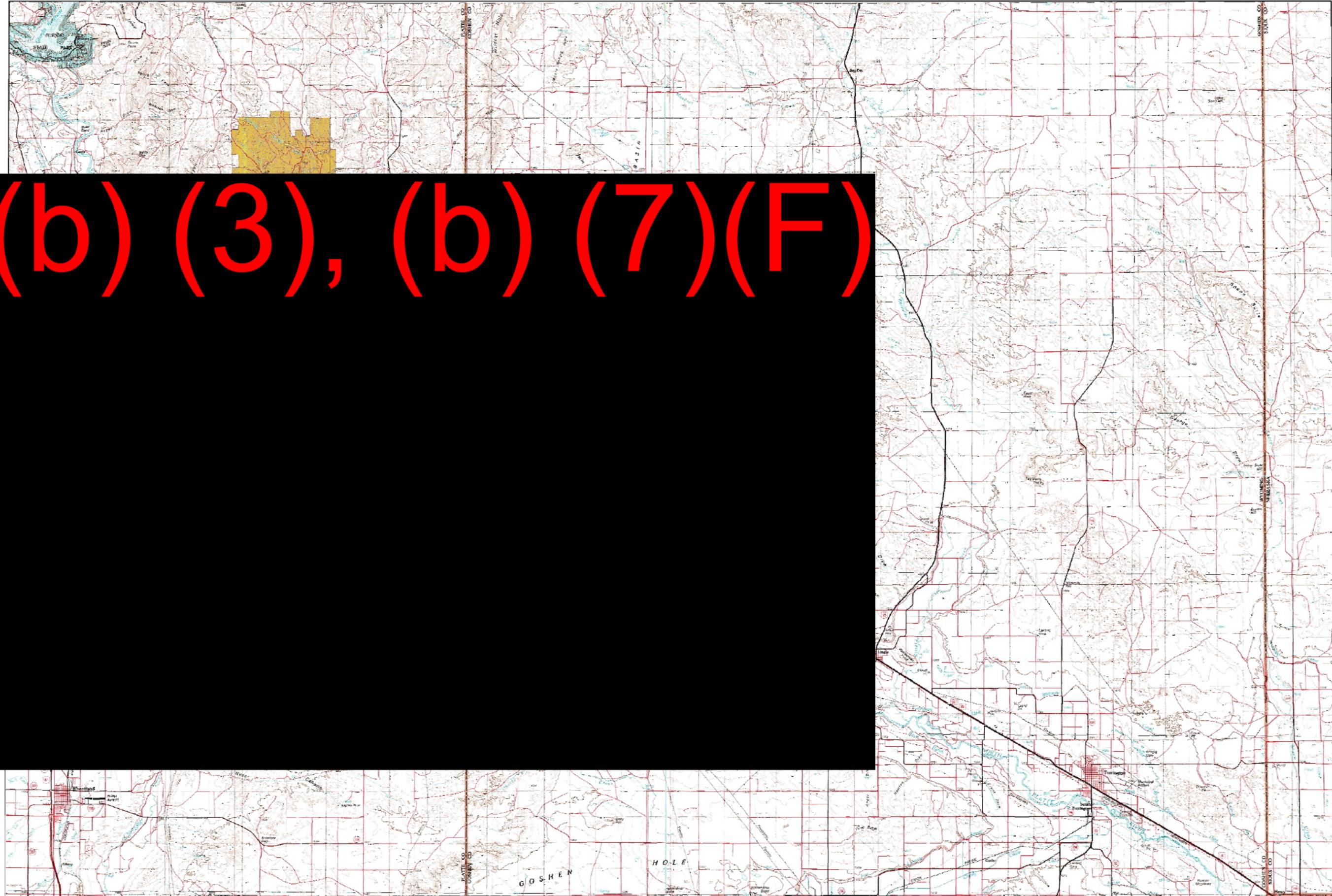
SALT LAKE CITY CORE
RENO TO CASPER

DRAWN J.M.	CHECKED M. PETERS	USGS QUAD:
DATE 03/31/04	SCALE 1:100,000	KAYCEE, WYOMING

404-D-G-0001
MP: 0-25



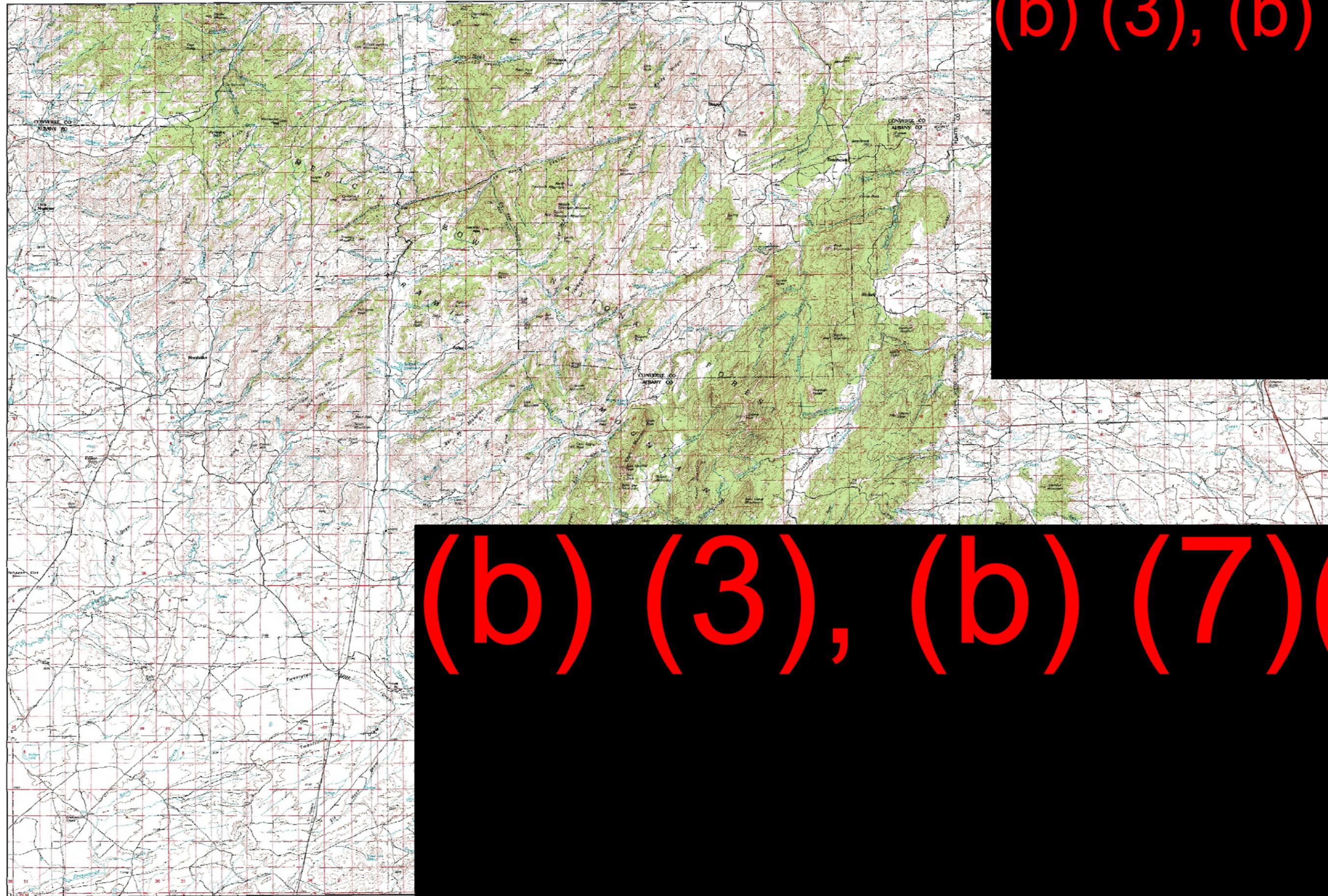
(b) (7)(F), (b) (3)



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



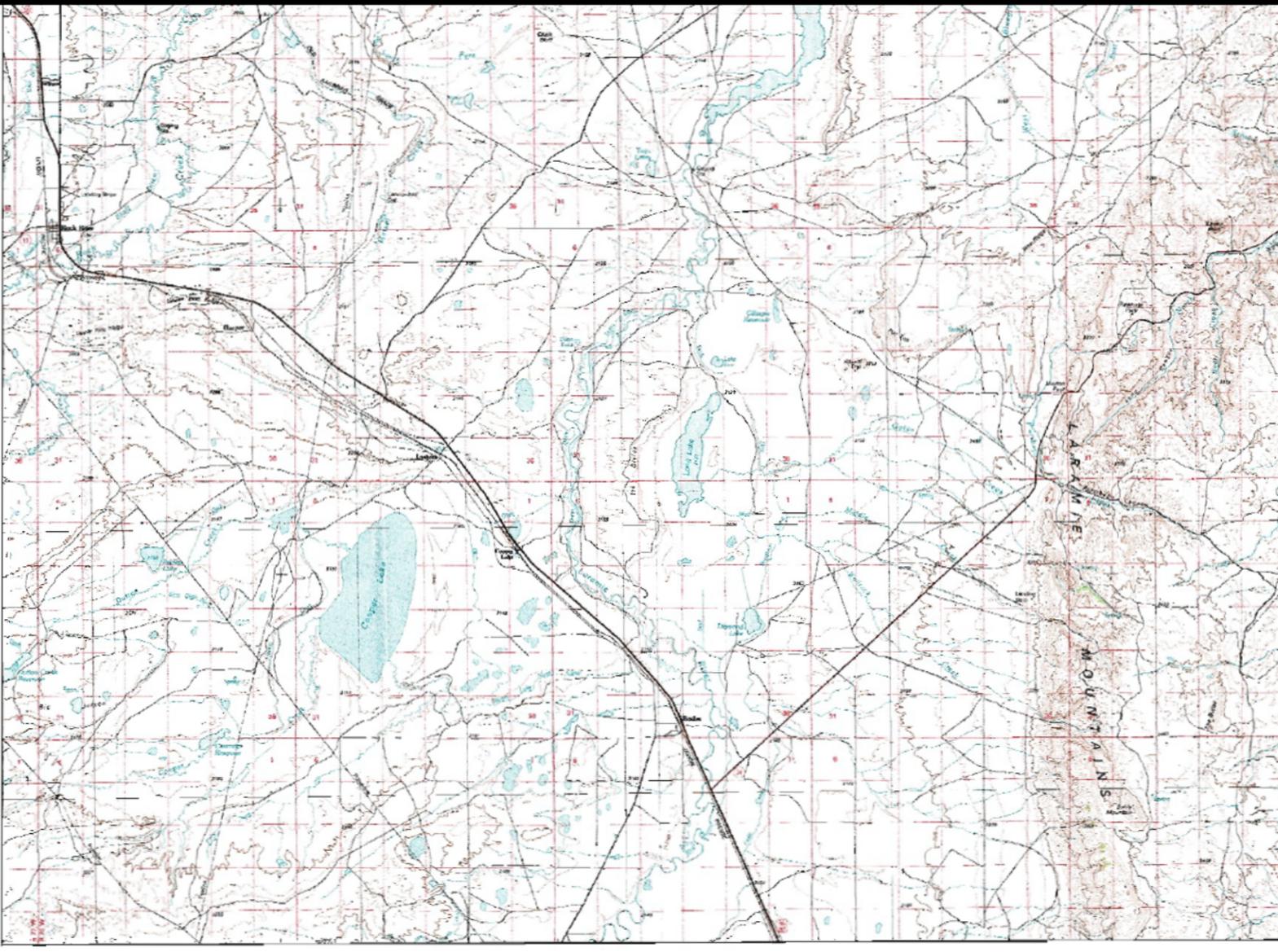
ROCKY MOUNTAIN PIPELINE SYSTEM
 SALT LAKE CITY CORE
 FT. LARAMIE TO SALT LAKE CITY REFINERIES
 DRAWN BY: M. Rouse
 CHECKED BY: M. Rouse
 DATE: 03/31/04
 SCALE: 1:100,000
 USGS QUAD: TORINGTON, WYOMING
 406-D-G-0001
 MP: 0-25



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

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

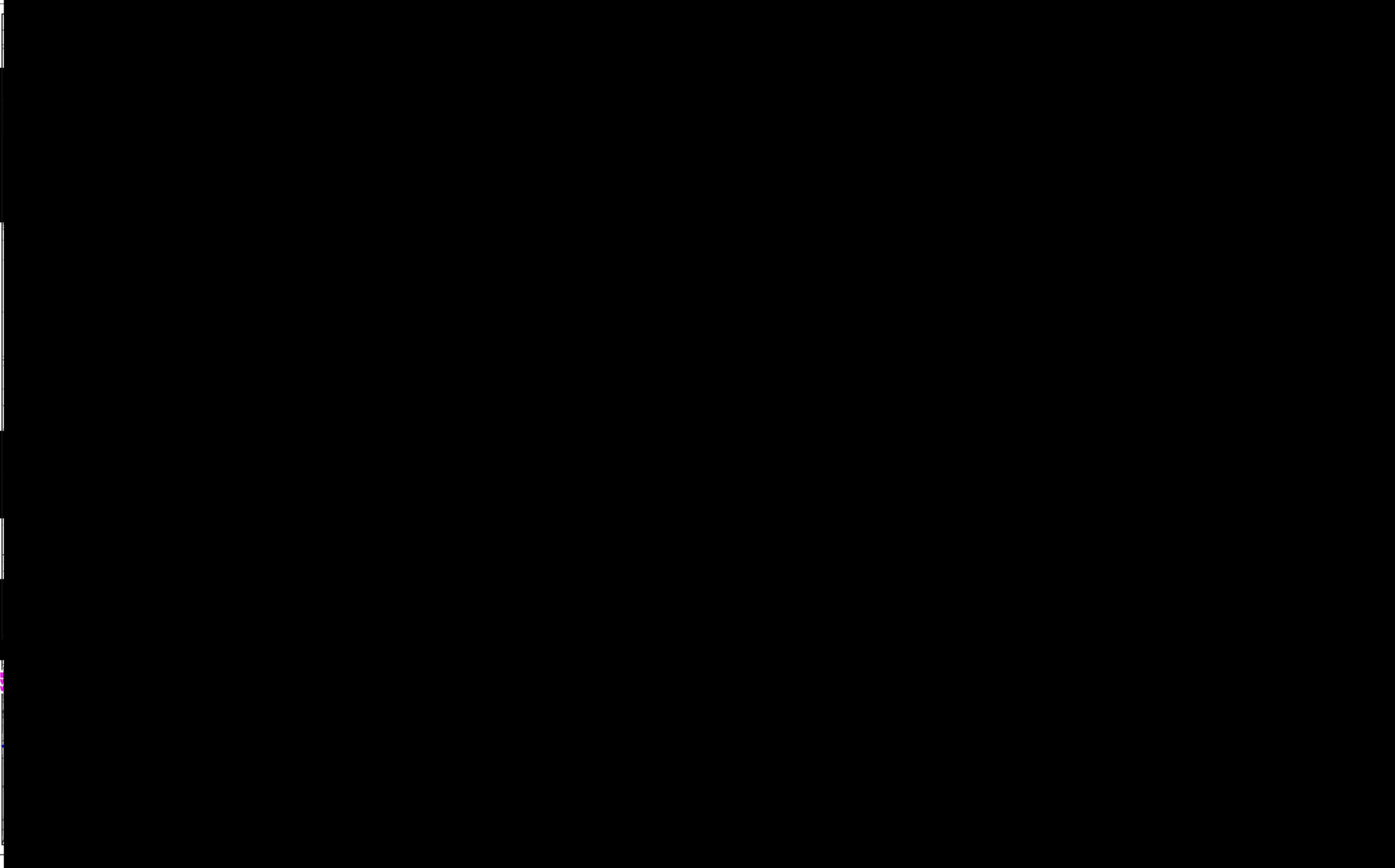
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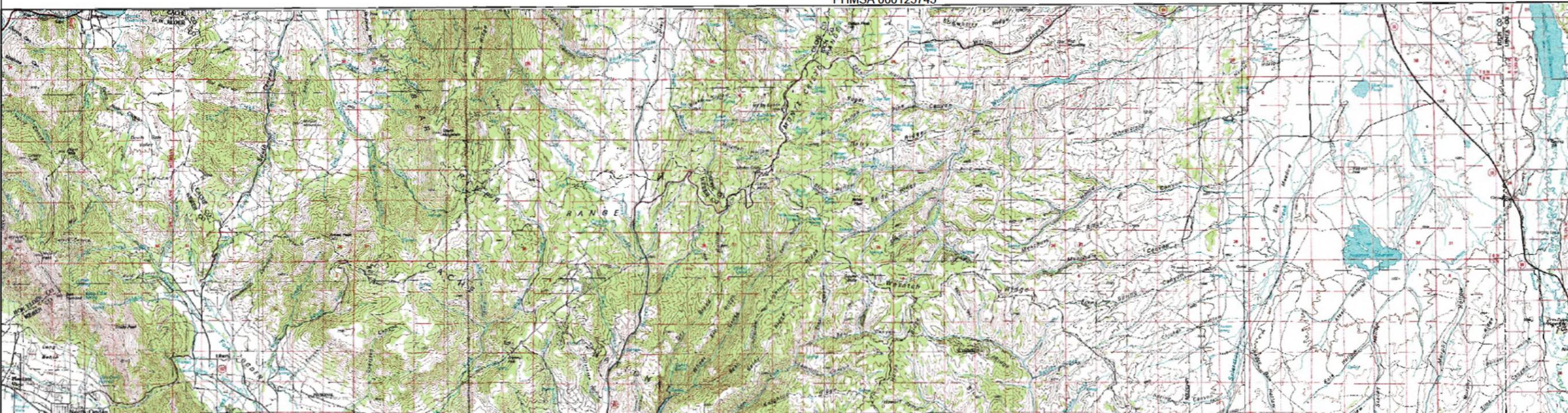


ROCKY MOUNTAIN PIPELINE SYSTEM
SALT LAKE CITY CORE
FT. LARAMIE TO SALT LAKE CITY REFINERIES
OWNER: J.M. GARDNER M. REEDS URS CORP.
DATE: 03/31/04 SCALE: 1:100,000 ROCK RIVER, WYOMING
406-D-G-0003
MP: 60-80



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





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



MOUNTAIN PIPELINE SYSTEM
LAKE CITY CORN/AREPI
TO SALT LAKE CITY REFINERIES
JUNCTION TO KIMBALL JUNCTION
BY TO WAHSATCH STATION
DESIGNED BY: R. Rasmussen
SCALE: 1:100,000
CHECKED BY: J. LITZEL
DATE: 1/19/83
D-G-0010
365-425



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

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

PHMSA 000125748



ROCKY MOUNTAIN PIPELINE SYSTEM
SALT LAKE CITY CORE
ILES TO WAMSUTTER
WAMSUTTER TO RANGELY

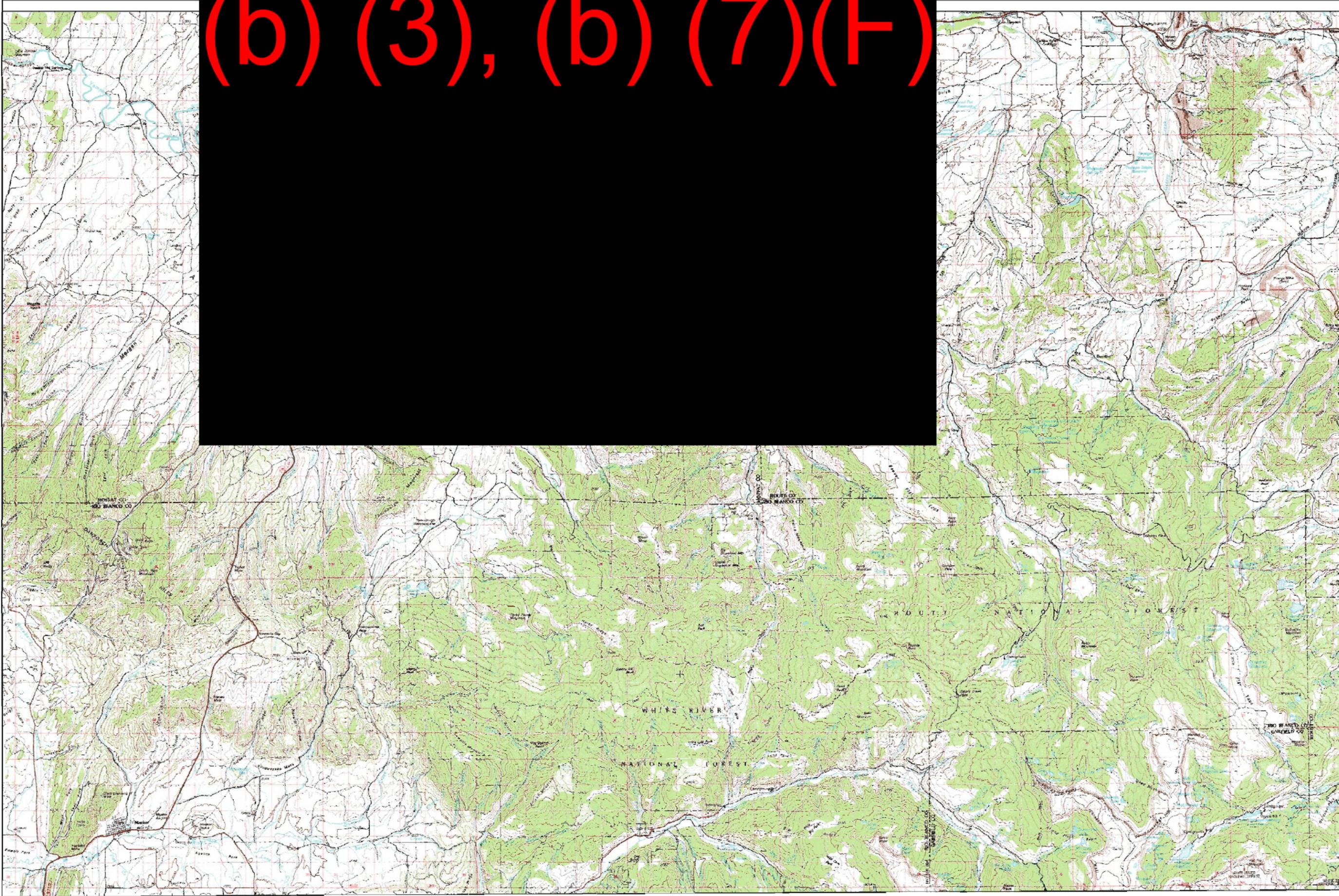
DRAWN JM	CHECKED M. Rosen	USGS ORIGIN
DATE 03/31/04	SCALE 1:100,000	BRADDOCK, WYOMING

407/408-D-G-0002
MP: 15-50

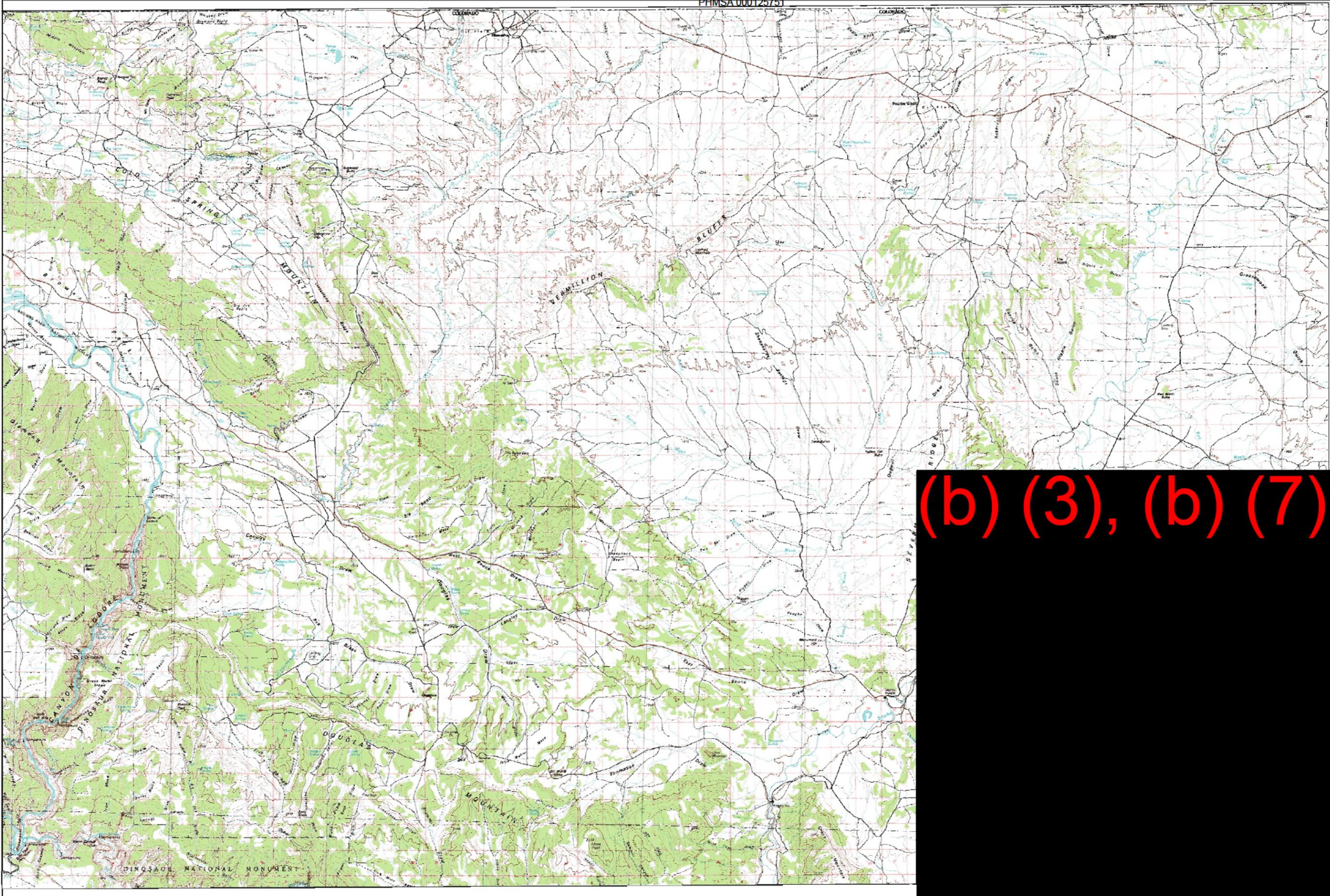


(b) (7)(F), (b) (3)

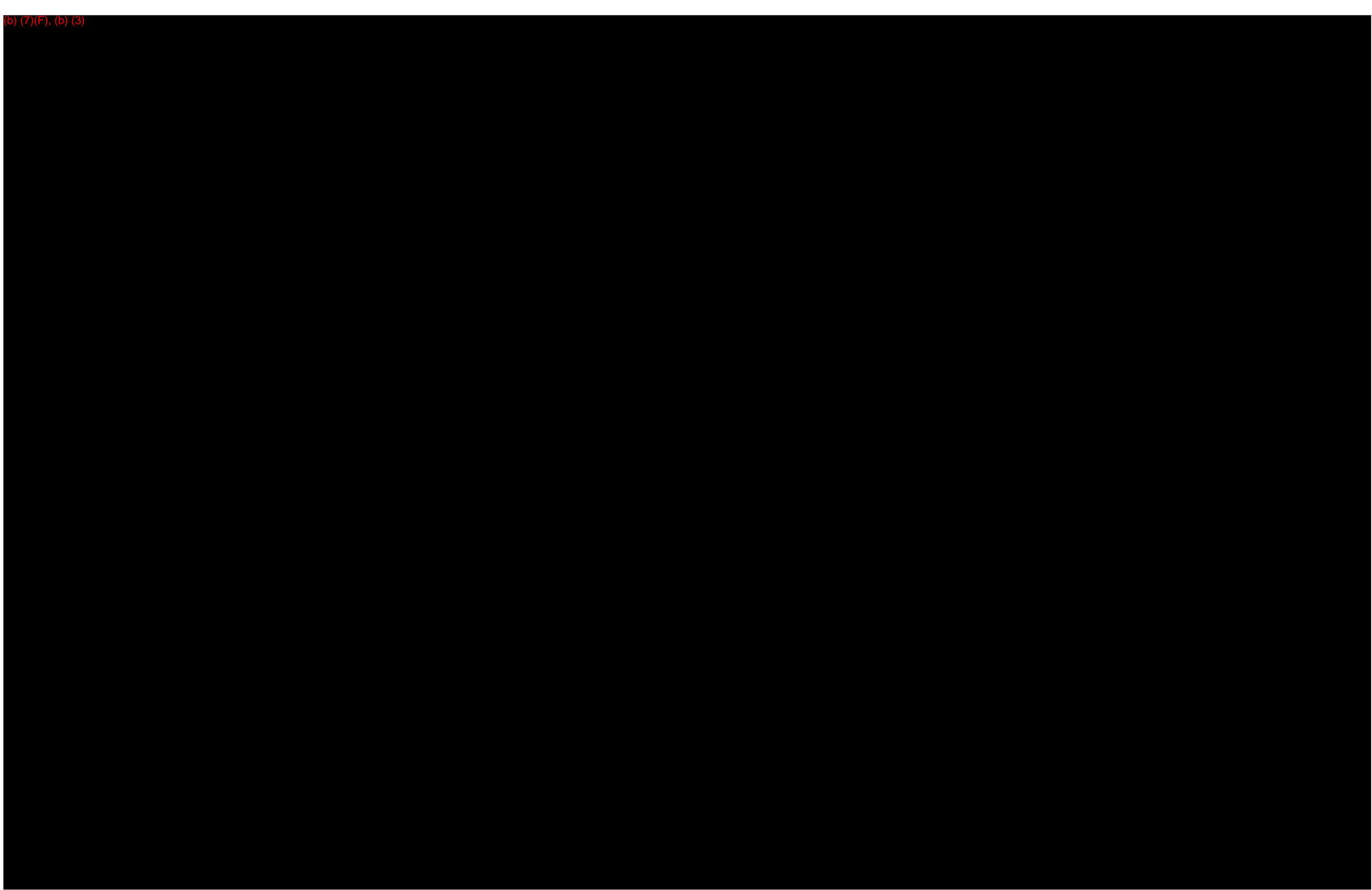
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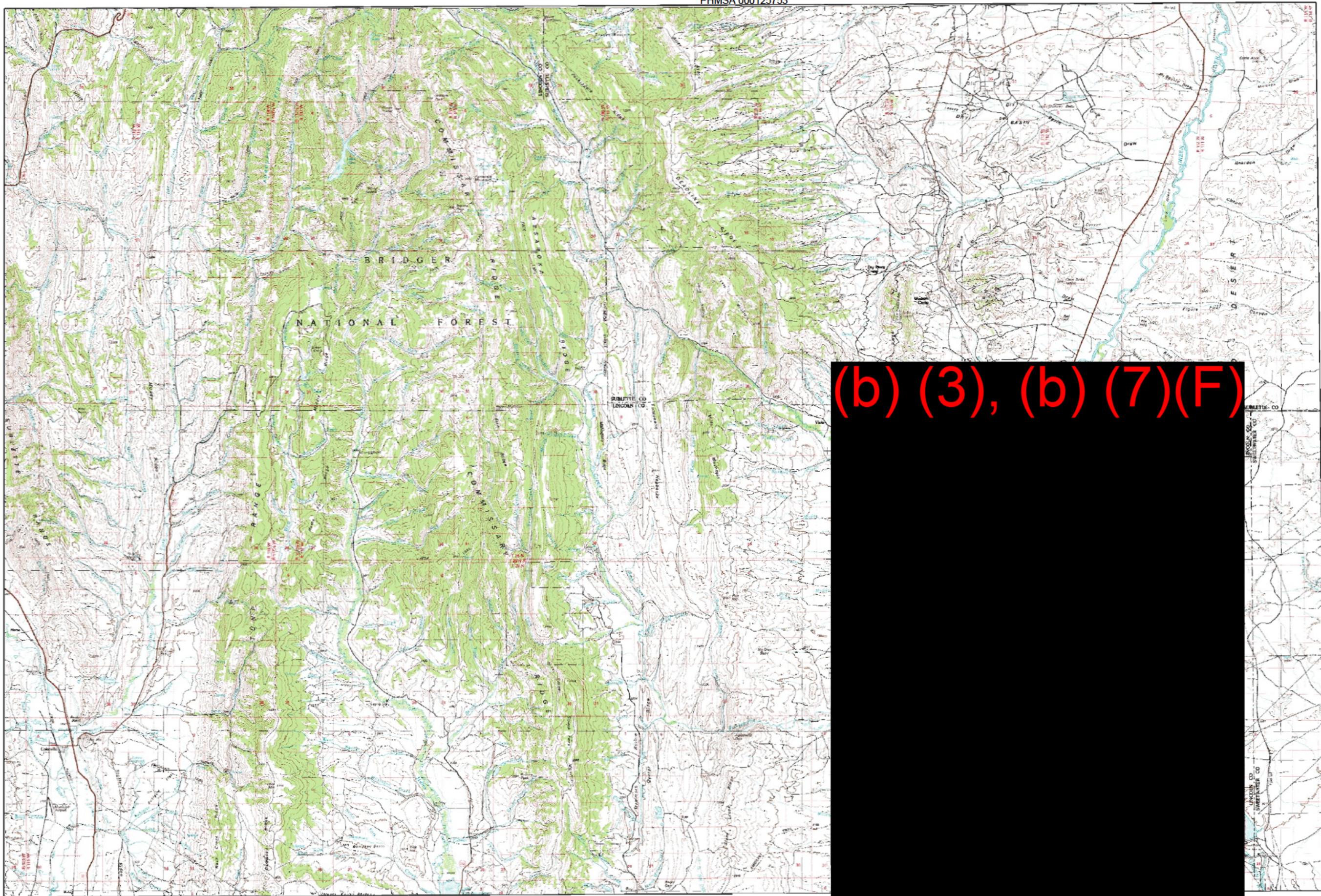
ROCKY MOUNTAIN PIPELINE SYSTEM
SALT LAKE CITY CORE
ILES TO WAMSUTTER
DRAWN J.M. CHECKED M. PETERS
DATE 03/31/04 SCALE 1:100,000
UNRS QUAD: MEEKEN, COLORADO
407-D-G-0004
MP: 90-105



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



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

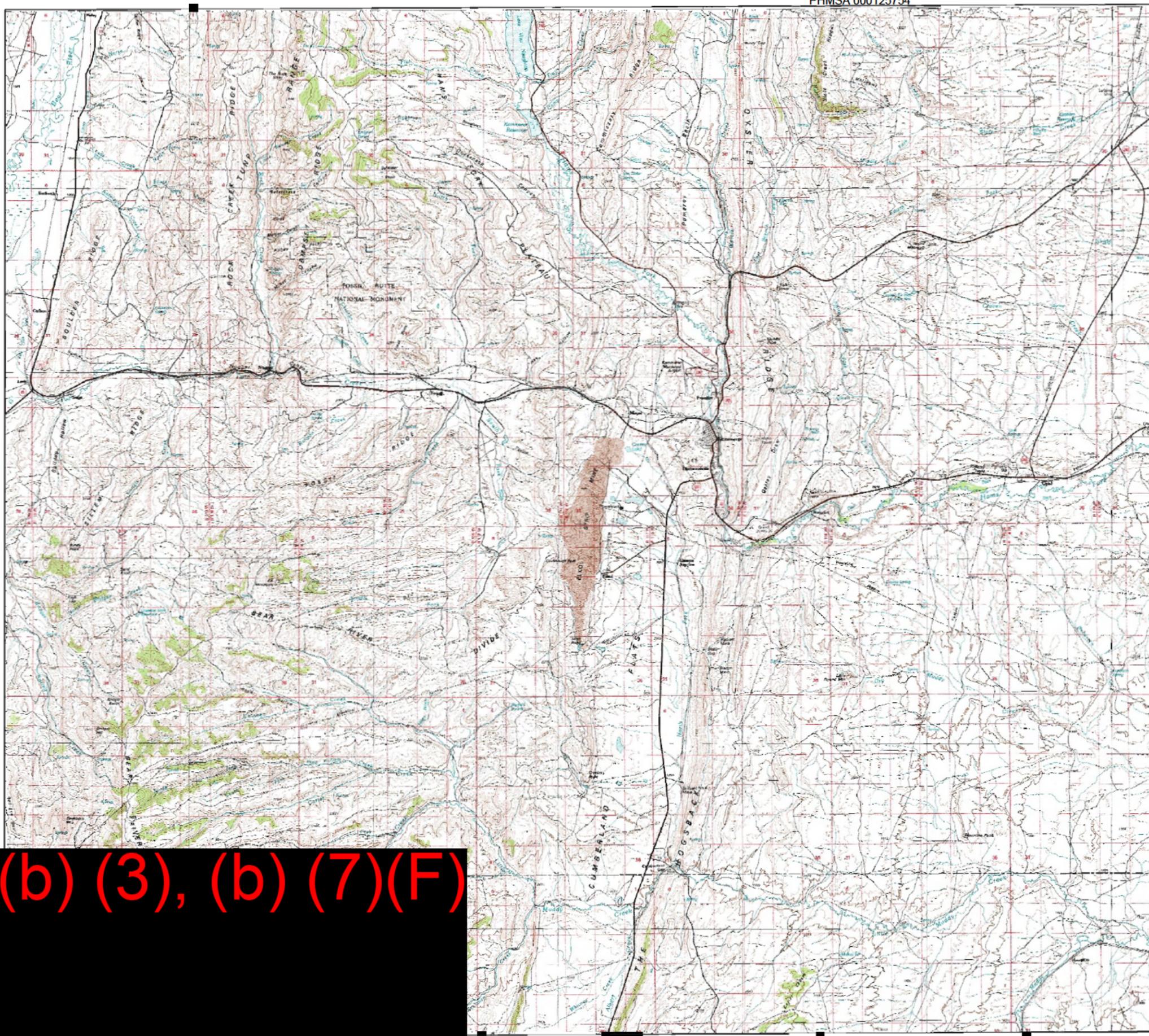


ROCKY MOUNTAIN PIPELINE SYSTEM

SALT LAKE CITY CORE
LA BARGE TO GRANGER

OWNER: JN	DESIGNED BY: M. Rasmussen	USER: GUPC
DATE: 04/08/04	SCALE: 1:100,000	FONT: HELVETICA

409-D-G-0001
MP: 35-50



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

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

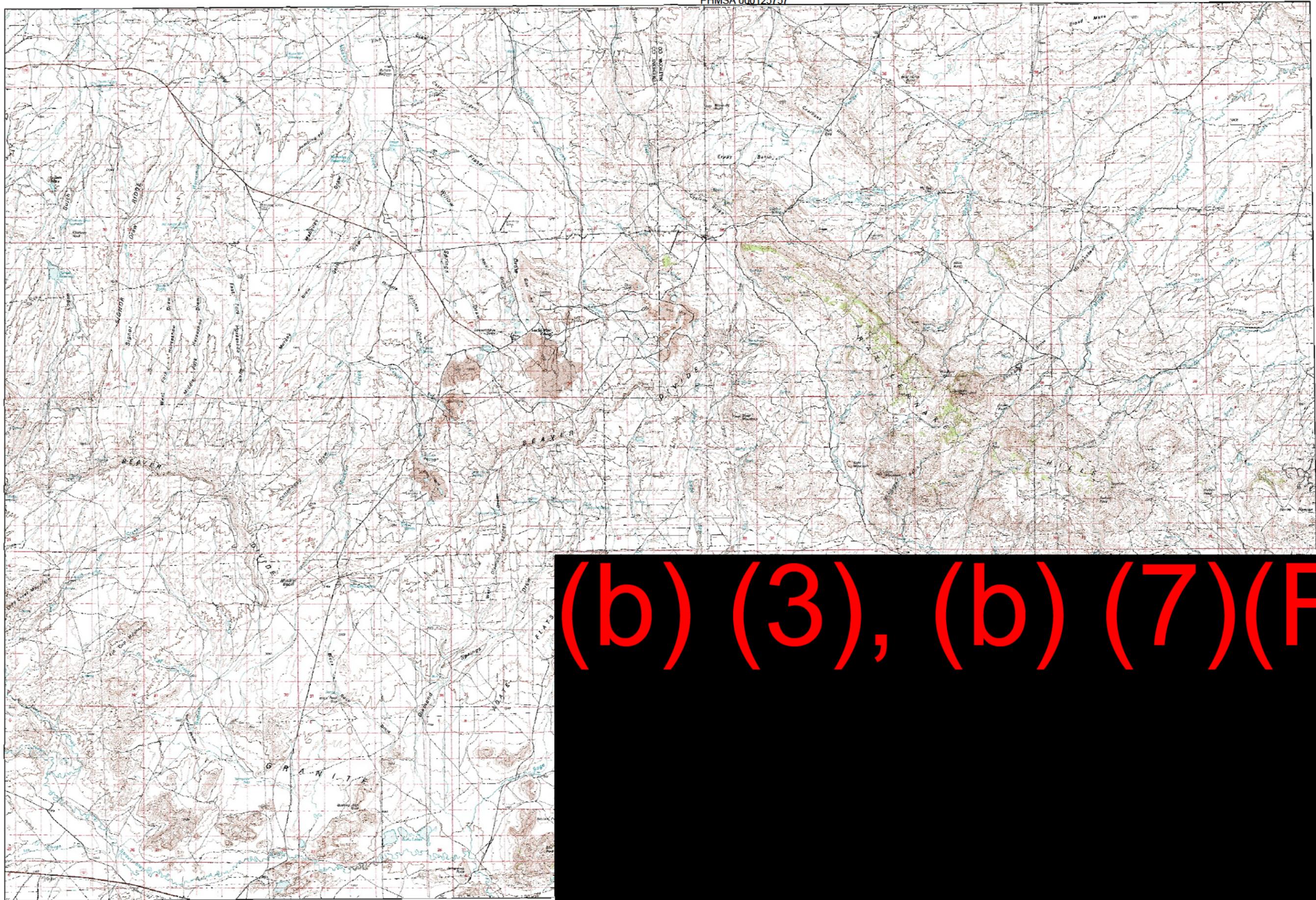


TAIN PIPELINE SYSTEM

LAKE CITY CORE
 DE TO GRANGER

SCALE	UNIT	UNIT
1:100,000	METERS	FEET

0-G-0002
 0-30

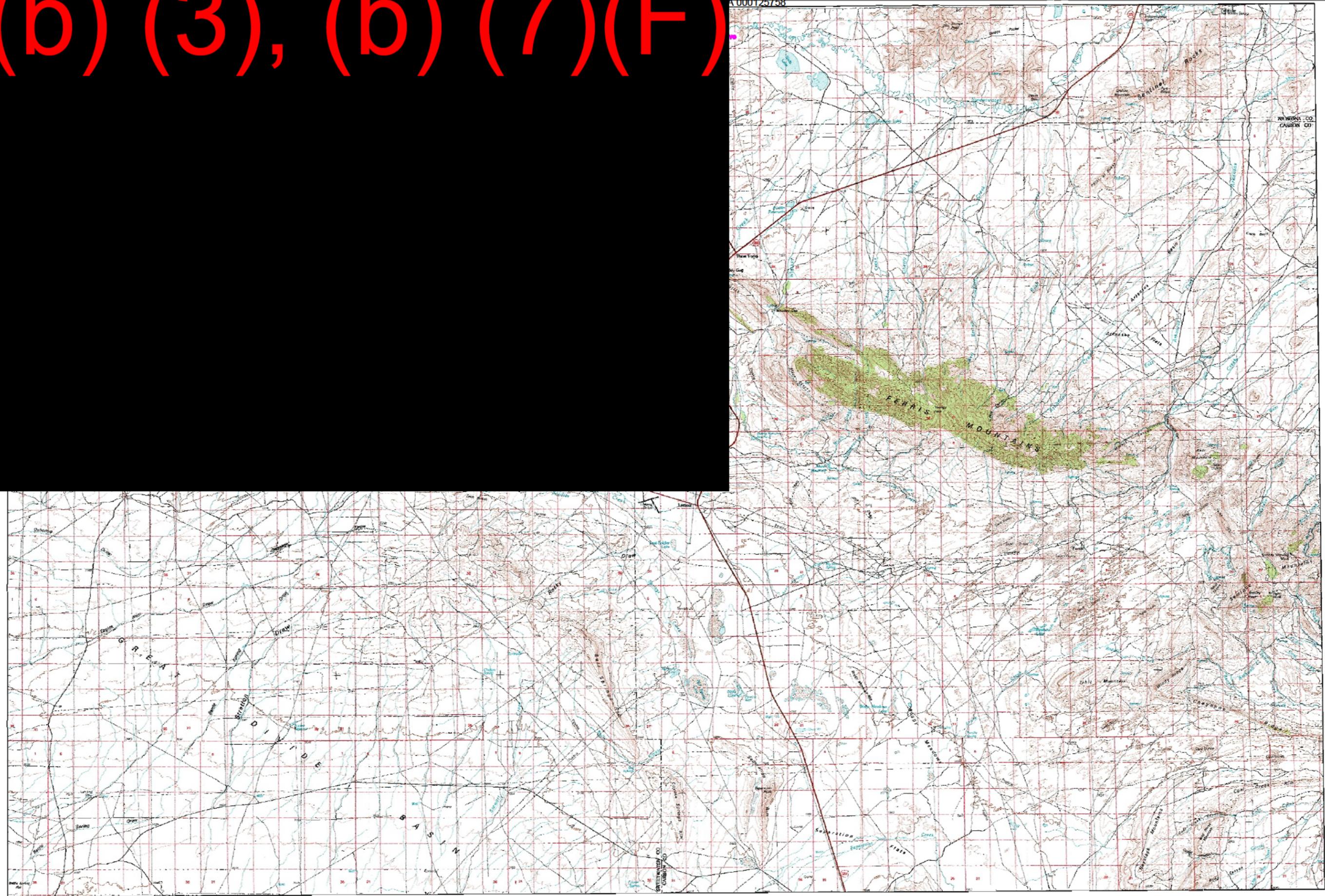


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(b) (3), (b) (7)(F)

A 000125758



ROCKY MOUNTAIN PIPELINE SYSTEM

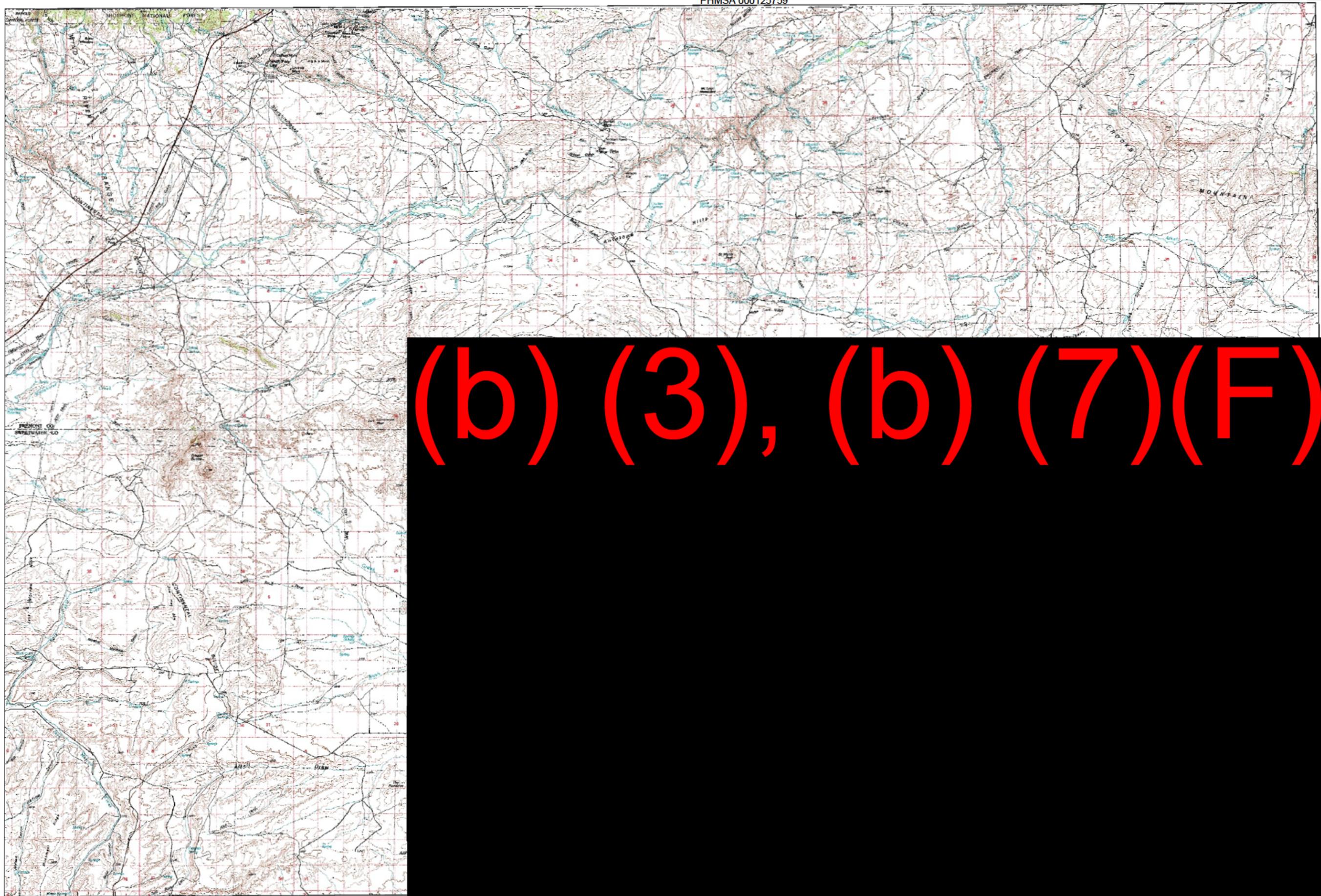
FRONTIER PIPELINE SYSTEM

CASPER TO FRONTIER ANSCHUTZ

DRAWN BY: J.M. CHECKED BY: M. RAYNES USNS QUAD: BAROCL, WYOMING
DATE: 04/08/04 SCALE: 1:100,000

413-D-G-0003

MP: 190-220



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



ROCKY MOUNTAIN PIPELINE SYSTEM

FRONTIER PIPELINE SYSTEM
CASPER TO FRONTIER ANSCHUTZ

OWNER	JM	ENGINEER	M. Rosen	USER	USDAO
DATE	04/02/04	SCALE	1:100,000	PROJECT	SOUTH PASS, WYOMING

413-D-G-0004
MP: 150-185

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

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



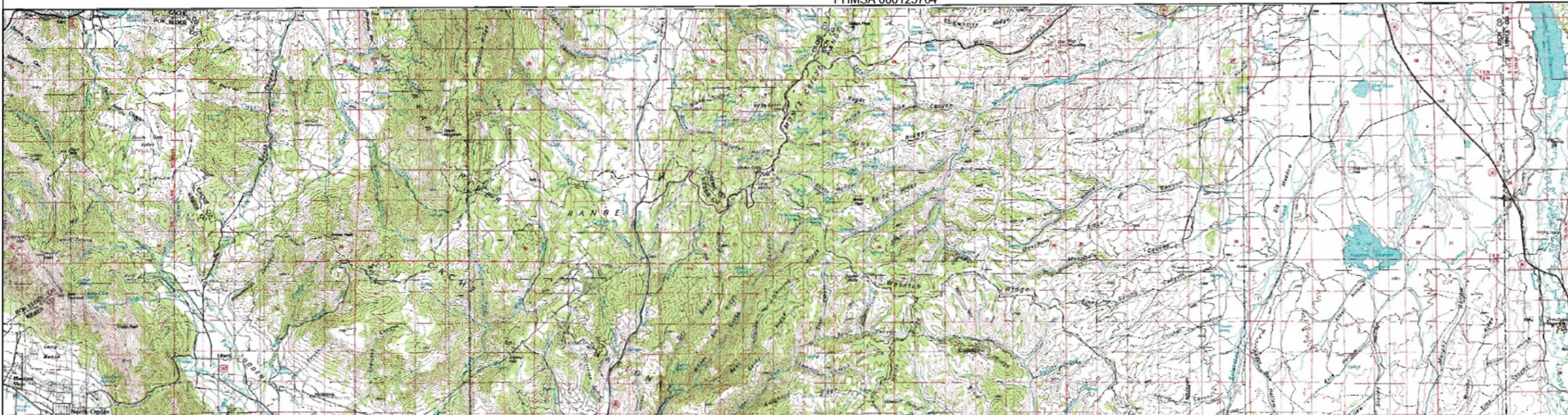
PIPELINE SYSTEM

FRONTIER ANSCHUTZ

1:100,000

G-0007

65



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

Glendive Inventory- 4/1/2013

Equipment: T650 Bobcat Skid steer 1120-68
 4x4 Bobcat Utility Vehicles (2) 1121-23, 1121-24
 435 Mini Excavator 0524-32

Trucks: Stake bed: 1147-40 1 ton, DOT inspected 1/13
 ¾ Ton 4x4 1136-67, DOT inspected 1/13
 2yd. Dump bed 0747- 12 1 ton, DOT inspected 1/13
 ¾ Ton 4x4 0536-58, DOT inspected 1/13
 Tandem Dump 9843-06 (No Hitch)

Boats: 24ft. Dual 115 Yamaha's 0555-06
 17ft. John 25hp Yamaha 0755-18
 16ft. John 25hp Yamaha 1055-98
 16ft. John 40hp Mercjet 1155-103

Boom Trailer: 1,200ft. Boom, and 20 anchors, and 500ft. rope.
 1110-95 , 300ft. of 10" in. Boom Misc. spools 200ft.

Response Trailer: 1115-43
 Skimmers: Elastec 4ft. TBS118 Groovy, 70 GPM (2)
 Shovelhead (2)
 Hottsie, Pressure Washer
 Trash Pumps (3) 2 inch.
 Floato Pumps (4)
 Drum Vacuums (2)
 Generators
 Portable Compressor
 Electric Air Mover
 Equipment trailer: 0610-58; 0510-35
 Lutz Pump: 1301-146

Other Equipment:
 Q Rae, 5 Gas Meter: 0707-155
 H2S Meters (2) : G0126200PA
 : G0126056PA

Denver office

2- elastec 136 Oil skimmers

2- floating pumps

1500 feet of 18" boom

30 bales of absorbent pads

2 trash pumps

2 boxes of snare

Trucks

SALT LAKE

1136-66	3/4 ton 2500 HD Chevy	SL
0836-45	3/4 ton 2500 HD Chevy	SL
1147-44	1 ton 3500 HD Chevy	SL
0536-29	3/4 ton 2500 HD Dodge	SL
0838-11	3/4 ton 2500 HD Chevy	SL

Trailers

0410-33	Response Trailer	SL
1110-91	Caged Boom Trailer	SL
0710-01	Black Equipment Trailer	SL
9910-23	White Equipment Trailer	SL
9710-01	Red Equipment Trailer	SL
1055-40	Boat Trailer	SL
0210-16	Pressure Washer Trailer	SL

Boats

1055-87	Boat	SL
1055-84	Boat	SL
No Equip#	Boat	SL

0620-43	Bobcat T250	SL
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Pumps

0201-10	Trash Pump	SL
2TH-11580	Trash Pump	SL
2TH-11581	Trash Pump	SL
0501-65	Trash Pump	SL
0501-68	Trash Pump	SL
0301-136	Trash Pump	SL
0003-22	Trash Pump	SL
0201-35	Trash Pump	SL
0501-67	Trash Pump	SL
0201-24	Trash Pump	SL
22	Floating Pump	SL
3	Floating Pump	SL
0201-23	Wilden Pump	SL
0101-22	Wilden Pump	SL

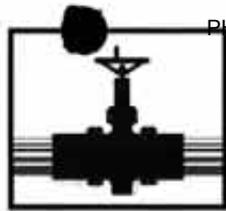
ABS or boats

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A9 2

SALT LAKE

23 Bales	Oil Absorbent Pads	SL
14 Bales	Universal Absorbent Pads	SL
3	Oil Absorbent Boom 8"x10'	SL
6	Oil Absorbent Boom 5"x10'	SL
1200'	Hard Boom	SL



PHMSA 000125769

PLAINS
MARKETING, L.P.

Contract No. 026450-03829-PMLP.2.17.R

REVISED MAJOR SERVICE CONTRACT
PLAINS MARKETING, L. P.*333 Clay, Suite 1600*
Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 5th day of October, 2009, by and between **Plains Marketing, L. P.**, a Texas limited partnership, **and its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **C-K Associates, LLC** with a mailing address of 17170 Perkins Road, Baton Rouge, Louisiana 70810 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Midstream Canada, L.P., Basin Pipeline Holdings, L.P., Pacific Pipeline System LLC, Plains LPG Services, L.P., Rocky Mountain Pipeline System LLC, Plains West Coast Terminals, LLC, CDM Max, LLC, and Pacific L.A. Marine Terminals LLC, as listed above.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.

- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.
- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a term commencing on October 5, 2009 and ending on December 31, 2014. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a

good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.

- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 CONTRACTOR AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, WORKMEN, AGENTS, SERVANTS AND INVITEES OF COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, FROM AND AGAINST ALL LOSSES, DAMAGES (INCLUDING PUNITIVE DAMAGES), DEMANDS, CLAIMS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION OR DEFENSE (ALL HEREINAFTER REFERRED TO AS "CLAIMS"), BECAUSE OF**
- (I) BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
 - (II) DAMAGES TO ALL PROPERTY, INCLUDING LOSS OF USE THEREOF AND DOWNTIME (BUT EXCLUDING LOSS OF USE THEREOF AND DOWNTIME OF COMPANY AND PROPERTY DAMAGE TO COMPANY AS PROVIDED IN PARAGRAPH 8.2 BELOW),**
 - (III) CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE COST OF ASSESSMENT, REMEDIATION AND ALL OTHER RELATED ACTIVITIES,**
 - (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, AND**
 - (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, AND**

- (VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

WHICH ARISE FROM CONTRACTOR'S NEGLIGENT ACT OR OMISSION IN PERFORMANCE OF SERVICES HEREUNDER

- 8.2 NOTWITHSTANDING PARAGRAPH 8.1 ABOVE, CONTRACTOR SHALL NOT BE LIABLE TO COMPANY IN RESPECT OF ANY PHYSICAL LOSS OR DAMAGE (EXCLUDING THE COST OF CORRECTING DEFECTIVE WORK) TO THE WORK, TOGETHER WITH THE MATERIALS SUPPLIED BY CONTRACTOR AND ANY MATERIALS SUPPLIED BY COMPANY OR THIRD PARTIES WHICH ARE UNDER THE CARE, CUSTODY AND CONTROL OF CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS TO THE EXTENT SUCH LOSS OR DAMAGE EXCEEDS FIFTY THOUSAND DOLLARS (\$50,000) WITH RESPECT TO ANY SINGLE OCCURRENCE.
- 8.3 CONTRACTOR'S SAID AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.
- 8.4 THIS PARAGRAPH 8.4 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.
- 8.5 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL CLAIMS, DEMANDS AND LIABILITIES ARISING FROM POLLUTION, INCLUDING CONTROL AND REMOVAL THEREOF, CAUSED BY CONTRACTOR'S NEGLIGENT ACT OR OMISSION, WHETHER ACTIVE OR PASSIVE, IN PERFORMANCE OF SERVICES HEREUNDER.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company.

9.1.1 Workers' Compensation and Employer's Liability Insurance covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.2 General Liability Insurance including contractual liability, XCU hazards (explosion, collapse and underground) and completed operations to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.4 Aircraft Liability, If Applicable to cover bodily injury and property damage liability with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.

9.1.5 Marine Liability, If Applicable involving work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.

For work involving barges and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

9.1.6 Special Provisions Concerning Policies Placed by CONTRACTOR. All policies (except Worker's Compensation) shall include COMPANY and Its Affiliates as additional insured for liabilities arising out of the performance under this Contract and shall be primary to any other insurance of COMPANY. Such insurance shall specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. All policies shall provide that all rights of subrogation against COMPANY and its affiliates are waived when permitted by law. Such

insurance shall be primary over any coverage's maintained by the Certificate Holder. All policies must include thirty (30) days written notice of cancellation to Certificate Holder.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Article have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

9.1.7 Subcontractors

CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

ARTICLE 10 – SAFETY

- 10.1 Contractor shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during Contractor's performance hereunder. Contractor will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto as Exhibit C. Prior to commencement of each job, Contractor shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, Contractor shall leave the premises clean and free of all waste materials and rubbish. Contractor agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by COMPANY.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):
- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
 - (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
 - (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;

- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.
- 12.2 Each party hereto, whether performing or non-performing, breaching or non-breaching, defaulting or non-defaulting shall be entitled to setoffs, claims, counterclaims, and credits (disregarding whether a party failed to perform, breached first, or defaulted first) in connection with any payment or the performance of any obligations under or in connection with this Contract or termination of this Contract. In case of a breach of this Contract by either party, the non-breaching party shall give the breaching party notice of the breach and a reasonable period to cure under the circumstances.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractors and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY

terminates this Contract during CONTRACTOR's performance of Work under a Work Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to effect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.

ARTICLE 17 - CONFIDENTIALITY

- 17.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.

- 17.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 18 - PROPRIETARY RIGHTS

- 18.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 18.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 19 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 19.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 19.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 19.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B made a part hereof, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 19.4 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, Contractor shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, Contractor must obtain and maintain the State license and **must** submit a copy to COMPANY prior to the performance of work covered by this Contract.

- 19.5 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, Contractor agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 20 - INDEPENDENT CONTRACTOR

- 20.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.
- 20.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 21 - FORCE MAJEURE

- 21.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 21.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 22 - SUBCONTRACTING AND ASSIGNMENTS

- 22.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 22.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 22.3 CONTRACTOR shall provide, or cause to provide, in any subcontract of the Work or purchase order with respect to the Work that COMPANY may, upon termination of the Contract, assume the rights and obligations (first arising after the assumption of the subcontract or purchase order) of the CONTRACTOR under any subcontract or purchase order entered into by CONTRACTOR with respect to the Work. Any subcontract of the Work shall provide that the obligations, representations and duties owed to CONTRACTOR by a subcontractor shall also be owed to COMPANY. CONTRACTOR shall include the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

"Upon the termination or suspension, for any reason, of the prime contract between Owner and Contractor, Owner may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption."

CONTRACTOR, at the request of COMPANY, shall provide a list, with address and phone number, of all subcontractors and purchase order vendors engaged upon the Work.

ARTICLE 23 - GOVERNING LAW

- 23.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY's site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 24 - PERMITS

- 24.1 Prior to commencing any activities contemplated under this Major Service Contract, Contractor warrants that it shall obtain and maintain all permits, bonds, and licenses that Contractor is required by law to obtain in connection with performance of work covered herein and Contractor shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 25 – NOTICES

- 25.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

**Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Kelly M. Tarr, Contracts and Insurance Specialist
Facsimile: 713-289-7422**

- 25.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

**Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
and General Counsel
Facsimile: 713-646-4216**

ARTICLE 26 - ENTIRETY OF CONTRACT

- 26.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 26.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 26.3 Drafts of this Contract and prior correspondence regarding this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 27 - SEVERABILITY

- 27.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 28 - BINDING EFFECT

- 28.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and assigns of the parties hereto.
- 28.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 29 - HEADINGS

- 29.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 30 - WAIVER

- 30.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 31 - ETHICAL BUSINESS PRACTICES

- 31.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 31.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

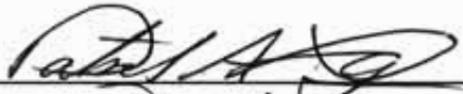
ARTICLE 32 - SURVIVAL

- 32.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

C-K ASSOCIATES, LLC

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 

By: 

Printed Name: Patrick A. Long

Printed Name: Mark J. Gorman

Title: Chief Financial Officer

Title: Senior Vice-President - Operations

Date: 10/8/2009

Date: 10/20/09

Taxpayer ID #: 41-2096955

**Approved as to form
and content by
Legal and Contracts**



Exhibit A

**COMPANY POLICIES
APPLICABLE TO CONTRACTORS**

CONTRACTOR agrees to comply as follows:

- (I) (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects

(COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:

1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

COMPANY shall mean **Plains Marketing, L. P.** and any of its affiliates which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private

vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-DRUG
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B**I. EQUAL OPPORTUNITY**

(applicable to all contracts and purchase orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. EQUAL OPPORTUNITY FOR WORKERS
WITH DISABILITIES**

(applicable to all contracts and purchase orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;

- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (viii) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS**
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon

request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
- (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
 - (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
 - (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
 - (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

**V. UTILIZATION OF SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(applicable to contracts in excess of \$500,000)**

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the
contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts
for the acquisition of commercial items)

- (a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
 - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (5) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances, rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face

shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs
- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).
- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

SEWOSA Trailer Inventory – Casper, Wyoming 5-5-09- The following equipment is located at Sinclair's trucking facility in Evansville, WY – 5660 East Highway 20-26. Two trailers are located there and can be accessed 24 hours per day from the east through the Sinclair Refinery parking lot or through the south frontage road entrance during normal business hours. The Casper trailer can be pulled with a pickup equipped with a 2 5/16" ball. The semi trailer is for storage only.

Quantity		Description	L= Land W=Water
1	X	14 ft. Rover Jon boats	W
1	X	Mercury outboard motors with gas tank and hose	W
12	X	HD cable tow bridles for boom with top tension cable	W
5	X	Bales of 3M type 151 oil sorbent sheets	
2	X	Bales of 3M type 156 oil sorbent sheets	
4	X	18# Hooker River anchors with 75ft x 1/2" nylon rope	W
7	X	Life jackets, commercial type (Outdated/old)	W
1	X	1,000 ft fast water deflection boom	W
4	?	50 ft 6" x 6" flotation water/deflection boom	W
15	No	18 lb bags of Oclansorb Oil Absorbent	L Replace
1	No	MP Flomax self priming centrifugal pump (gas) with:	W Should this be replaced?
1	No	10 ft. 2" super-vac suction hose	W
1	No	20 ft. 2" super-vac suction hose	W
1	X	20 ft water discharge hose	W
1	X	Brass washdown jet nozzle	W
1	No	Plastic spiraflex nozzle	W For pump?
1	No	2" strainer for suction hose	W For pump?
2	No	Rakes	L
4	X	Pitchforks	L
2	X	(1) 50 ft electrical cord (1) 25'	L
4	X	100 ft electrical cord	L
8	No	"NO SMOKING" signs	L Replace with 4 signs
5	X	Shovels	L
2	X	Post driver	W
1	No	Ax	L Replace
1	X	8 oz sledge hammer /maul	L
1	X	12 oz sledge hammer /maul	L
2	X	Medical first aid kit	W
2	X	Roll of 40 ft x 100 ft 6 mil plastic	W
3	X	Rolls of 4"x2"x36" wire mesh	L
1	X	Portable generator (on trailer)	L

37	X	6 ft steel drive posts w/ clips	W
3	X	Flood lights on posts	L
6	No	Traffic cones	L Replace
2	X	Rolls of barricade tape	L
4	X	Brooms	L
13	X	Orange Safety Vests	W
1	X	Package gloves	L
6	X	Safety goggles	L
3	X	Plastic Swim Pools	L
2	X	Tarps	L
1	X	Funnel	L
2	X	Fire Extinguishers	L Replace?
5	X	Spools yellow rope - & several feet of loose rope	L
5	X	Bags of 8" x 10' oil absorbent boom 4 per bag (white)	W
1	X	Bags of 8" x 10' oil absorbent boom 2 per bag (Orange)	W
1	X	Box of white plastic sheeting	L
4	X	Boxes (10/bx) ½ " eye spring snaps	?
1	X	Pair of rubber gloves and boots	W
2	X	Oars	W
2	X	Meta ½" tubular steel stands	L
1	X	Centrifugal trash pump	
	X	Suction and discharge hoses for centrifugal trash pump	

Casper -SEMI TRAILER INVENTORY

– used for storage

Old tangled up rope

1 boat

1 boat motor with gas tank and hose

4 oars

6 rolls steel cable

4 wheel covers

Assorted steel culverts

Big white bags

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



Contract No. 026450- 035198-PMLP.2.17

MAJOR SERVICE CONTRACT

PLAINS MARKETING, L. P.

333 Clay, Suite 1600

Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 4th day of January, 2011, by and between **Plains Marketing, L.P.**, a Texas limited partnership, **and Its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and Enviro Care, Inc. with a mailing address of 505 North Main Street, North Salt Lake, Utah 84054 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Marketing Canada, L.P., Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Pacific Terminals LLC, CDM Max, LLC, as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.
- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time

limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.

- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective January 4, 2011 to January 3, 2013 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or

variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS,**

LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:

- (I) PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
- (II) PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,**
- (III) TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY COMPANY GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS AGREEMENT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS AGREEMENT,**
- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW,**
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND**

(VI) **INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.**

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR AND IS CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OF CONTRACTOR GROUP. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS SECTION 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT, AND CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OR OTHER FAULT OF CONTRACTOR.

8.4 THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company:

9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws and requirements in the state having jurisdiction over such employees, and over

the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.

- 9.1.2 Commercial General Liability Insurance, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Agreement;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 Aircraft Liability, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.5 Marine Liability, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;

Five Million Dollars (5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving the construction or repair of a tank(s) or for Work involving an open trench six feet deep or deeper or for hot work:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;

Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.7 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of the liabilities contractually assumed under this Contract by CONTRACTOR. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

- 9.1.8 Subcontractors CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

- 9.1.9 **THIS PARAGRAPH 9.1.9 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto and incorporated herein as Exhibit C. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.
- 10.2 COMPANY is a subscriber to ISNetwork. ISNetwork is responsible for monitoring contract compliance including, health and safety information, and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetwork. If CONTRACTOR is not currently a subscriber to ISNetwork, CONTRACTOR shall become a member by contacting ISNetwork at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetwork.com). CONTRACTOR subscription fees to ISNetwork are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):
- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;

- (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
- (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractor's and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no

event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

- 14.2 In the event of a breach or default by either party to this Agreement, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to affect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.
- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA").

These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this Section 16.6.

- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with Section 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in Section 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

SECTION 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in Section 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in Section 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probably filing of adverse claims or liens;
 - (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or

- (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.

17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.

18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.

19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto and incorporated herein as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.
- 20.7 CONTRACTOR agrees that, to the extent the work performed under this MSC relates to the Consent Decree ("CD") dated September 20, 2010, between the Company and the United States Environmental Protection Agency, compliance with the relevant provisions of the CD is required and is of the essence of this MSC.

ARTICLE 21 - INDEPENDENT CONTRACTOR

- 21.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.
- 21.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - FORCE MAJEURE

- 22.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 22.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 23 - SUBCONTRACTING AND ASSIGNMENTS

- 23.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 23.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 23.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide, that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each

subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

"Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates."

- 23.4 "Contract Documents" shall mean this Agreement, the Exhibits to this Agreement, documents listed in, and incorporated by reference in this Agreement, and Modifications issued after execution of this Agreement. A "Modification" is (1) a written amendment to this Agreement signed by both parties, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by or on behalf of Plains Marketing, L.P. or its Affiliates. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor's Bid Documents.

CONTRACTOR shall obtain a written agreement from each of its subcontractors, which agreement shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its Affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. which the CONTRACTOR has against Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 24 - GOVERNING LAW

- 24.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY's site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 25 – PERMITS

- 25.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 26 – NOTICES

- 26.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

**Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Contracts and Insurance
Facsimile: 713-289-7422**

- 26.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

**Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216**

ARTICLE 27 - ENTIRETY OF CONTRACT

- 27.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 27.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 27.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 28 – SEVERABILITY

- 28.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 29 – BINDING EFFECT

- 29.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.
- 29.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30 - HEADINGS

- 30.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 31 - WAIVER

- 31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

- 32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 33 - SURVIVAL

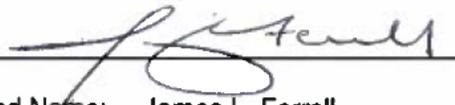
- 33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

ENVIRO CARE, INC.

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By:  _____

By:  _____

Printed Name: John K. Hart

Printed Name: James L. Ferrell

Title: Chief Operating Officer

Title: Managing Director

Supply Chain Management

Date: January 13, 2011

Date: 1/20/11

Taxpayer ID #: 26-2854154

Approved as to form and
content by Legal and
Contracts 

EXHIBIT A

**COMPANY POLICIES
APPLICABLE TO CONTRACTORS**

CONTRACTOR agrees to comply as follows:

- (I) (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but

not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:
 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean **Plains Marketing, L. P.** and any of **its affiliates** which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-drug
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B

I. EQUAL OPPORTUNITY
(applicable to all contracts and purchase
orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

(applicable to all contracts and purchase
orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.

- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS**
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system,

there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (applicable to contracts in excess of \$500,000)

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
-------------------------------------------------	----	---------------------------------------------------

2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirtails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

EXHIBIT D
CONSENT DECREE

FOR THE SOUTHERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
PLAINS ALL AMERICAN PIPELINE,)	
L.P.; PLAINS PIPELINE, L.P.; PLAINS)	
MARKETING GP INC.; and PLAINS)	
MARKETING, L.P.,)	
)	
Defendants.)	
)	

CONSENT DECREE

Plaintiff, United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a Complaint in this action concurrently with the lodging of this Consent Decree, alleging that the Defendants, Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (hereinafter collectively referred to as “Plains”), are liable for civil penalties and injunctive relief to the United States pursuant to the Clean Water Act (“CWA” or the “Act”), 33 U.S.C. § 1251 et seq., as amended.

Plains neither admits nor denies any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I of this Consent Decree (Jurisdiction and Venue), and with the consent of the Parties, **IT IS HEREBY ADJUDGED, ORDERED, AND DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section(s) 309(b), 309(d), 311(b), and 311(n) of the CWA, 33 U.S.C. §§ 1319(b), 1319(d), 1321(b), and 1321(n). This Court has personal jurisdiction over the Parties to this Consent Decree. Venue is appropriate in this District pursuant to 33 U.S.C. § 1319(b) and 28 U.S.C. §§ 1391(b) and (c), and § 1395(a), because Plains resides, is located, and otherwise may be found in this judicial district, and Plains conducts business in this judicial district. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Plains consents to this Court’s jurisdiction and to venue in this judicial district.

2. For purposes of this Consent Decree only, Plains agrees that the Complaint states claims upon which relief may be granted pursuant to CWA Section(s) 309 and 311, 33 U.S.C. §§ 1319 and 1321.

II. APPLICABILITY

7. Plains shall provide a copy of this Consent Decree to all officers and supervisory employees whose duties include compliance with any provision of this Consent Decree. Plains shall provide a copy of Sections V, VI, X, and any other relevant portion of this Consent Decree to any other employee or agent whose duties include compliance with any provision of this Consent Decree, as well as to any contractor

retained to perform work required under this Consent Decree. Plains shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Plains shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA shall have the same meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

A. “Category I Pipeline(s)” shall mean Pipelines that are regulated pursuant to the Safety Regulations and are not Category II, Category III, or Category IV Pipelines;

B. “Category II Pipeline(s)” shall mean Pipelines that are regulated pursuant to the Safety Regulations and are either Category II-A (Gathering) Pipelines or Category II-B (Low-Stress) Pipelines;

i. “Category II-A (Gathering) Pipeline(s)” shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any Unusually Sensitive Area; and

- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 - 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 - 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. “Category II-B (Low-Stress) Pipeline(s)” shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any Unusually Sensitive Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 - 1. A stress level equal to or less than 20- percent of the specified minimum yield strength of the Pipeline; or
 - 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

C. “Category III Pipeline(s)” shall mean Pipelines that are not regulated pursuant to the Safety Regulations and are either Category III-A (Gathering) Pipelines or Category III-B (Low-Stress) Pipelines;

i. “Category III-A (Gathering) Pipeline(s)” shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any High Consequence Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. “Category III-B (Low-Stress) Pipeline(s)” shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any High Consequence Area; and.
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level equal to or less than 20- percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

D. “Category IV Pipeline(s)” shall mean all Pipeline other than Category I Pipeline(s), Category II Pipeline(s), or Category III Pipeline(s);

E. “Centerline Verification” shall mean the process of validating the accuracy of the Pipeline centerline in the Geographic Information System (“GIS”) spatial database to its true global location so as to comply with the National Pipeline Mapping System (“NPMS”) quality rating of “G” (good) or better;

F. “Complaint” shall mean the complaint filed by the United States in this action;

G. “Consent Decree” shall mean this Consent Decree and all appendices attached hereto;

H. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

I. “Defendants” shall mean Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (collectively referred to herein as “Plains”);

J. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

K. “Effective Date” shall have the definition provided in Section XIV of this Consent Decree;

L. “High Consequence Area(s)” or “HCA(s)” shall have the same meaning as described in 49 C.F.R § 195.450;

M. “Listed Discharges” shall mean the discharges of crude oil from Plains’ Pipelines and Replacement and/or Substitute Breakout Tanks into the environment that are listed in Appendix A to this Consent Decree;

N. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral;

O. “Parties” shall mean the United States and Defendants;

P. “PHMSA” shall mean the Pipeline and Hazardous Materials Safety Administration, currently an agency of the United States Department of Transportation, and any of its successor departments or agencies;

Q. “Pipeline” shall mean any pipe operated by Plains in the United States used for crude oil service, other than intra-facility flowlines, intra-facility gathering lines, or Pipeline permanently removed from service (emptied of crude oil and purged); provided that, if any Pipeline removed from service is subsequently put back into crude oil service, the Pipeline shall be subject to all applicable requirements of this Consent Decree;

R. “Plaintiff” shall mean the United States;

S. “Replacement and/or Substitute Breakout Tank(s)” shall mean any aboveground crude oil tank owned and/or operated by Plains that is used as a replacement and/or substitute (regardless of whether it is a permanent, temporary, or stand-by replacement or substitute) for an existing breakout tank used to relieve surges in Pipelines, including but not limited to relief tanks.

T. "Safety Regulations" shall mean the PHMSA regulations promulgated at 49 C.F.R. Part 195, as in effect on the Effective Date;

U. "Section" shall mean a portion of this Consent Decree identified by a roman numeral;

V. "Segment" shall mean a discrete section of a Pipeline that is bounded and defined by instrumentation, such as meters, or by physical features, such as valves;

W. "Slack-Line Operations" shall mean Pipeline operating conditions during which a given Segment of Pipeline is not entirely filled with oil or is partly void;

X. "United States" shall mean the United States of America, acting on behalf of EPA; and

Y. "Unusually Sensitive Area(s)" or "USA(s)" shall have the same meaning as described in 49 C.F.R § 195.6.

V. COMPLIANCE REQUIREMENTS

14. Until termination of this Consent Decree, Plains shall implement or continue to implement the measures contained in this Section with the objective of preventing future unauthorized discharges of crude oil from Plains' Pipelines and Replacement and/or Substitute Breakout Tanks.

15. Enhanced Integrity Management and Corrosion Control.

A. IMP Requirements for Category I, Category II-B, and Category III-B Pipelines. Plains shall assess, operate, and maintain all Category I,

Category II-B, and Category III-B Pipelines in accordance with the requirements of Plains' IMP, subject to the requirements of sub-paragraph 15.G.

B. RSP Screening of Category II-A, Category III-A, and Category IV Pipelines. Plains shall assess, operate, and maintain all Category II-A, Category III-A, and Category IV Pipelines in accordance with the requirements of Plains' RSP, subject to the requirements of sub-paragraph 15.G. Plains shall develop and implement action plans detailing risk mitigation actions to address the risks or other anomalies found during the RSP in accordance with the risk category schedule set forth in Section 7 of Plains' RSP (or the corresponding section(s) of any updated versions of Plains' RSP).

C. Integrity Management of Category II and Category III Pipelines.

- i. Category II-A and Category III-A (Gathering) Pipelines. For all Category II-A and Category III-A Pipelines as of the Effective Date of this Consent Decree, Plains shall operate and maintain such Pipelines in conformity with the safety requirements for rural gathering pipelines established in 49 C.F.R. 195.11(b); provided, however, that with respect to the specific provisions listed below, Plains shall also meet the following accelerated schedules:
 - a. By no later than the Effective Date, Plains shall identify all Segments of Pipeline meeting the definition of either a Category II-A or Category III-A Pipeline; and
 - b. By no later than the Effective Date, Plains shall develop and implement a continuing public education program as described in 49 C.F.R. § 195.440; and
 - c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.
- ii. Category II-B and Category III-B (Low-Stress) Pipelines. In addition to the requirements of sub-paragraph 15 .A, for all Category II-B and Category III-B Pipelines as of the Effective Date of this Consent Decree, Plains shall:

- a. By no later than the Effective Date, identify all Segments of Pipeline meeting the definition of either a Category II-B or Category III-B Pipeline; and
- b. By no later than July 3, 2013, Plains shall complete baseline assessments of all Category II-B and III-B Pipelines in conformity with 49 C.F.R. § 195.452(c). By no later than January 3, 2011, Plains shall complete at least 50-percent of these baseline assessments (based on the total mileage of Category II-B and III-B Pipeline to be assessed), beginning with the highest risk pipe; and
- c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.

D. New Pipeline Acquisitions.

- i. **Initial Screening.** Plains shall complete initial screening of all Category II- A, Category III-A, and Category IV Pipeline(s) purchased or otherwise acquired by Plains after July 1, 2009, in accordance with Plains' RSP, pursuant to the following schedule:
 - a. Provided that digital maps with Centerline Verification of the Pipeline(s) purchased or otherwise acquired are available to Plains, Plains shall complete initial screening of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened; or
 - b. If digital maps with Centerline Verification are not available for any portion of the Pipeline(s) purchased or otherwise acquired, Plains shall complete initial screening of all Pipeline(s) with digital maps and Centerline Verification at a rate of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened. After completing initial screening of all such Pipeline(s) with digital mapping and Centerline Verification, Plains shall complete GIS digital mapping, Centerline Verification, and initial screening of no less than 500 miles of Pipeline without digital mapping and Centerline Verification per twelve-month period

from the date initial screening of the Pipeline(s) with digital mapping and Centerline Verification is complete until all such purchased or acquired Pipeline(s) is digitally mapped, Centerline-Verified and screened.

- c. For purposes of determining the rate and deadline for completing initial screening under this sub-paragraph 15. D., the availability of digital maps with Centerline Verification shall be determined individually for each separate purchase or acquisition of Pipeline. If Plains makes additional purchases or acquisitions of Pipeline before completing initial screening of an earlier purchase or acquisition covered by this sub-paragraph 15.D., Plains shall complete initial screening of all Pipelines purchased or otherwise acquired at an overall rate of no less than 1,000 miles of Pipeline per twelve-month period until only one set of Pipeline(s) purchased or acquired remains to be initially screened, in which case Plains shall complete initial screening of the remaining set of Pipeline(s) in accordance with sub-paragraph 15.D.i.a or 15.D.i.b., as applicable.
- ii. Integrity Management of Newly Purchased or Acquired Category II and Category III Pipelines. Plains shall determine the proper Category for newly purchased or acquired Pipeline(s) at the time of purchase or acquisition, and based on mapping available at that time. For any Category II or Category III Pipelines purchased or otherwise acquired after the Effective Date of this Consent Decree, Plains shall also comply with the requirements of sub-paragraph 15.C. by the specified deadlines if the deadline for a particular requirement will not pass within six months from the date of purchase or acquisition. If a deadline specified in sub-paragraph 15.C. has already passed or will pass within six months from the date of purchase or acquisition, Plains shall comply with the requirements of sub-paragraph 15.C., as well as sub-paragraph 15.A for Category II-B and III-B Pipeline(s), within six months from the date of purchase or acquisition. If subsequent centerline verification requires that a newly purchased or acquired Pipeline be designated under a different Category, Plains shall have six months from the date of such re-categorization to comply with the requirements of this Paragraph.

E. Geographic Information Systems ("GIS") Mapping. By no later than July 1, 2010, Plains shall complete initial digital GIS mapping and Centerline

Verification of all Pipelines operated by Plains as of May 1, 2010. For any Pipeline(s) purchased or acquired by Plains after May 1, 2010, Plains shall complete initial digital GIS mapping and Centerline Verification of all such Pipelines in accordance with the schedules and requirements provided in subparagraph 15 .D.i.b.

F. Anode Beds, Internal Corrosion Control, and Close Interval Surveys. Plains shall spend no less than a total of \$6,000,000 during the two-year period including calendar years 2010 and 2011 on the following activities to mitigate threats posed by corrosion of Plains' Pipeline(s): (i) replacement or installation of no fewer than 120 anode beds and/or rectifiers; (ii) installation of equipment to inject corrosion inhibitor and biocides for internal corrosion control, and (iii) performance of close interval surveys on no fewer than 2400 miles of Pipeline.

G. Subsequent Revisions to Plains' IMP or RSP.

- i. From the Effective Date until the termination of this Consent Decree, Plains shall not implement any material changes to Plains' IMP or RSP that are less protective of navigable waters and/or adjoining shorelines, as those terms are defined in 33 U.S.C. § 1362 and any implementing regulations, without prior written approval from EPA. For the purpose of this Consent Decree, "material changes" shall mean any change that:
 - a. removes the designation of any Segment of Pipeline that, as of the Effective Date, Plains has designated as one that "could affect a HCA," or removes this designation from any Segment of Pipeline that Plains is required to so designate pursuant to the requirements of this Consent Decree, except with respect to a Pipeline or Segment of Pipeline that is permanently removed from service after the Effective Date by emptying it of all crude oil and purging it; or
 - b. reduces the stringency of the Pipeline risk assessment, evaluation, and repair procedures,

methods, and criteria established in Plains' IMP and/or RSP such as:

1. baseline assessment or risk screening procedures and methods;
 2. requirements for implementing and/or re-assessing RSP Action Plans, as well as the underlying Pipeline preventative and mitigative measures; or
 3. extends the required timeframes for performing any of the actions described in this sub-paragraph 15.i.b.
- ii. Within 90 Days after receiving notice from EPA that Plains has made a material change to its IMP or RSP in a manner that EPA has determined to be less protective of navigable waters, or within such other time as agreed to by EPA, Plains shall implement its former IMP or RSP, or shall implement modifications that EPA determines are equivalent to the former provisions of Plains' IMP or RSP.

16. Enhanced Pipeline Leak Detection.

A. Weekly Aerial Patrols. Plains shall conduct weekly aerial patrols (weather permitting) of all Category I Pipeline(s), Category II-A Pipeline(s), Category II-B Pipeline(s), and Category III-B Pipeline(s), including any such Pipeline purchased or otherwise acquired after the Effective Date of this Consent Decree to identify indications of a leak or spill of oil. Plains shall also conduct weekly aerial patrols (weather permitting) of all Pipeline Segments in the systems from which the discharges listed in Appendix A occurred. At its option, Plains may conduct the weekly patrols (weather permitting) on foot or by motorized vehicle, provided that, in such instances, Plains shall visually inspect surface conditions over the entire Pipeline right-of-way that would otherwise be flown in order to identify indications of a leak or spill of oil.

B. Implementation of API 1130 Compliant CPM Leak Detection.

Plains will comply with the performance standards for Computational Pipeline Monitoring (“CPM”) Leak Detection described in API 1130 on the Segments of Pipeline identified in “Appendix B,” for so long as those Segments of Pipeline are in service. By no later than December 31, 2011, Plains shall install CPM equipment on an additional 30 Segments of Pipeline and operate such Segments of Pipeline and CPM equipment in accordance with API 1130.

C. Enhancement of API 1130 Compliant CPM Leak Detection and Minimization of Slack-Line Operations.

- i. Investigation. By no later than December 31, 2011, Plains shall complete and document an investigation of the Pipeline Segments listed on Appendix B (and any Segments added to CPM pursuant to sub-paragraph 1 6.B) that is designed to identify potential enhancements to Plains’ leak detection capabilities and measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems on those Pipeline Segments. This investigation shall incorporate, but is not limited to, an evaluation of the following elements:
 - a. Reviewing both the migration of the CPM Pipeline Segments listed on Appendix B to, and the implementation of the additional 30 new CPM Pipeline Segments referenced in sub-paragraph 1 6.B in, the Telvent OASySTM DNA Pipeline Monitoring (PLM) CPM application used in Plains’ Midland, TX Operational Control Center;
 - b. Examining Slack-Line Operations on all Pipeline Segments subject to this sub-paragraph 16.C, including an analysis of whether reduction or elimination of Slack-Line Operation is practicable, and the effect of such reduction or elimination on leak detection capability. The examination of Slack- Line Operations shall include, but is not limited to, an evaluation of:
 1. Slack-Line Operations during “shut-in” and flowing Pipeline operating

- conditions, including by reviewing recent and relevant over/short measurements;
2. The amount of slack volume during “shut-in” and flowing Pipeline operating conditions;
 3. The amount of time required to refill the Pipeline(s) during “start-up” operations;
 4. The ability of the CPM systems to adhere to API 1130 considering the effect of Plains’ Slack-Line Operations and over/short measurement capabilities on CPM leak detection capabilities; and
 5. Measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems. Such measures may include, but are not limited to, consideration and implementation of one or more of the following for each Segment of Pipeline:
 - A. No action required, provided that current CPM leak detection system tolerances are adequate to detect leaks and/or spills given the Pipeline’s Slack-Line Operations or Slack-Line Operations are not present;
 - B. Revision of operating procedures for the applicable Segment of Pipeline, including the “start-up” and “shut-in” procedures;
 - C. Installation of valves or pressure control devices to provide additional back-pressure, taking into consideration the limitations of the Segment of Pipeline and connecting facilities to safely contain such pressure; and
 - D. Adjusting the CPM alarm limits to account for the expected refilling of the slack volumes so that leaks or spills are detected, but false indicators are avoided.

- c. Historical SCADA data or other available data to identify and examine uncertainties and/or variability in measured Pipeline flow rates, operating pressures, temperatures, tank levels, and/or Pipeline operations in order to: (i) determine Plains' CPM leak detection capability and (ii) determine achievable Pipeline Segment alarm limits that do not result in excessive nuisance alarms.
 - ii. Action Plans. Based on the findings of the investigation described above, Plains shall develop action plans as the investigation progresses. Such action plans shall include one or more of the measures identified in sub-paragraph 16.C.i.b.5. and any other actions that Plains may also take to improve the leak detection system and/or minimize Slack-Line Operations. Plains shall complete the development of all action plans by no later than March 31, 2012. Plains shall complete implementation of all enhancements to the CPM leak-detection capabilities and/or Slack- Line Operations identified in the action plans prior to Plains submitting a request for termination of this Consent Decree.

17. **Requirements for Replacement and/or Substitute Breakout Tanks.**

A. By no later than the Effective Date of the Consent Decree, Plains' Replacement and/or Substitute Breakout Tanks must meet the following requirements:

- i. Requirement for "Sufficient Capacity": All Replacement and/or Substitute Breakout Tanks must meet the design capacity requirements specifically needed to receive and safely contain oil from surges, pressure relief events, operational upsets, or other abnormal events in the associated pipeline system, as well as any applicable design capacity requirements necessary to comply with good engineering practice.
- ii. Requirement for "Secondary Containment":
 - a. "Secondary Containment" for Replacement and/or Substitute Breakout Tanks shall mean secondary containment and/or other diversionary structures sufficient to contain the entire capacity of the Replacement and/or Substitute Breakout Tank and sufficient freeboard to contain precipitation. In all

cases, the entire system for Secondary Containment, including walls and floor, must be sufficiently impervious so as to contain oil, and must be constructed so that any discharge from the primary containment system will not escape the system for Secondary Containment before cleanup occurs; and

- b. All Replacement and/or Substitute Breakout Tanks must be properly located within Secondary Containment areas until the tank is permanently closed. The Secondary Containment requirement shall apply regardless of whether the Replacement and/or Substitute Breakout Tank is being used for supplemental storage capacity during an abnormal event and existing Secondary Containment is not available. In such circumstances, Secondary Containment must be constructed and the Replacement and/or Substitute Breakout Tank must be properly located within such Secondary Containment areas until the Replacement and/or Substitute Breakout Tank is permanently closed.

18. **Personnel and Training.**

- A. Plains will preserve and staff the following employee positions until at

least July 31, 2011:

- i. PHMSA/IMP Records Coordinator and five records specialists;
- ii. Pipeline Integrity Coordinator for Non-PHMSA Regulated Pipelines;
- iii. Pipeline Integrity Coordinator for Internal Inspection;
- iv. Senior Measurement and Quality Control Manager;
- v. Pipeline Control Center Training Supervisor;
- vi. Control Center Shift and Console Supervisors;
- vii. One Call Administrator; and
- viii. Two Leak Detection Engineers.

B. If an employee filling any of the positions listed above in subparagraph 18.A is not able to perform his/her duties for an extended period of time, is

terminated, or leaves his/her employment with Plains, Plains shall designate an alternate employee as soon as possible who is capable of performing all duties, responsibilities, and authorities required by the position until the original employee is able to resume his/her position or a new full-time replacement is employed by Plains.

C. Plains shall train all employees assigned to operate and maintain Category III-A and Category IV Pipelines in conformity with the Operator Qualification requirements of 49 C.F.R. 195, subpart G. Plains shall also conduct mandatory pre-screening testing for all new pipeline controller applicants using a computer simulator-based console operator assessment.

19. Plains shall train field personnel performing Pipeline maintenance on proper Pipeline cleaning techniques and procedures.

20. Permits. Where any compliance obligation under this Section requires Plains to obtain a federal, state, or local permit or approval, Plains shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Plains may seek relief under the provisions of Section VIII of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Plains has submitted timely and complete applications and has taken all other actions necessary to obtain such permit or approval.

VI. REPORTING REQUIREMENTS

21. Plains shall submit the following reports to the persons designated in Section XIII of this Consent Decree (Notices):

A. By no later than six months after the Effective Date, and every sixth months thereafter until this Consent Decree terminates pursuant to Section XVII of this Consent Decree (Termination), Plains shall submit a semi-annual report to EPA that shall discuss, for the preceding six months: (i) the status of the compliance measures required under Section V of this Consent Decree; (ii) a detailed listing of the specific items for which expenditures required under sub-paragraph 15.F. were made; (iii) Plains' progress regarding the completion of any required milestones under this Consent Decree, including, but not limited to summaries of the RSP Action Plans required pursuant to sub-paragraph 15.B. and a description of actions taken pursuant to the RSP Action Plans during the preceding six months; (iv) summaries of each action plan developed pursuant to sub-paragraph 16.C.ii. and a description of actions taken to implement the action plans during the preceding six months; (v) any problems encountered or anticipated in complying with this Consent Decree, as well as implemented or proposed solutions; (vi) the status of any necessary permit applications; (vii) a listing and description of any material changes Plains has made to its IMP or RSP (including a copy of any amendments thereto); and (viii) the total miles of Pipeline purchased, acquired, or sold during the preceding six months, if any.

B. The reports required under this Section shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Plains shall so state in the report. Plains shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation,

within 30 Days of the Day Plains becomes aware of the cause of the violation.

Nothing in this Paragraph or the following Paragraph relieves Plains of its obligation to provide the notice required by Section VIII of this Consent Decree (Force Majeure).

22. Each report submitted by Plains under this Section shall be signed by an official of the submitting party and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on any personal knowledge I may have and my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

23. The reporting requirements of this Consent Decree do not relieve Plains of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

24. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

X. INFORMATION COLLECTION AND RETENTION

44. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry with respect to Plains' Pipeline and/or

Replacement and/or Substitute Breakout Tanks or any other facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

1. monitor the progress of activities required under this Consent Decree;
2. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
3. obtain samples and, upon request, splits of any samples taken by Plains or its representatives, contractors, or consultants;
4. obtain evidence, including documents, photographs, and other data; and
5. assess Plains' compliance with this Consent Decree.

45. Upon request, Plains shall provide EPA or its authorized representatives splits of any samples taken by Plains. Upon request, EPA shall provide Plains splits of any samples taken by EPA.

46. Notwithstanding the provisions of Section XVII of this Consent Decree (Termination), until five years after the termination of this Consent Decree, Plains shall retain, and shall instruct its contractors and agents to preserve, all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that are generated in connection with or as part of Plains' performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Plains shall provide copies of any documents, records, or other information required to be maintained under this Paragraph, subject to the assertion of privilege as described in Paragraph 47.

47. At the conclusion of the information-retention period provided in the preceding Paragraph, Plains shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Plains shall deliver any such documents, records, or other information to EPA within 30 days of the United States' request. Plains may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Plains asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title (if the title is available) of each author of the document, record, or information; (4) the name and title (if the title is available) of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Plains. However, any underlying documents, records, or other information from which Plains has compiled the semi-annual reports required under Section VI of this Consent Decree (Reporting Requirements) or any other submission required by this Consent Decree shall not be withheld on grounds of privilege.

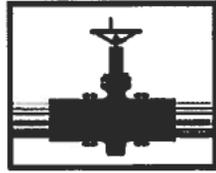
48. Plains may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Plains seeks to protect as CBI, Plains shall follow the procedures set forth in 40 C.F.R. Part 2.

49. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or

obligation of Plains to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XVII. TERMINATION

66. By no earlier than July 31, 2013, and after Plains has completed performance of its obligations required by this Consent Decree, including Section IV (Civil Penalty), Section V (Compliance Requirements), Section VI (Reporting Requirements), and the payment of any accrued stipulated penalties, Plains may submit to the United States a written Request for Termination, stating that Plains has satisfied those requirements, together with all necessary supporting documentation.



PLAINS
MARKETING, L.P.

Contract No. 026450-04582-PMLP.2.17

MAJOR SERVICE CONTRACT

PLAINS MARKETING, L. P.

333 Clay, Suite 1600

Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 28th day of March, 2011 by and between **Plains Marketing, L.P.**, a Texas limited partnership, and **its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **Environmental Restoration, LLC** with a mailing address of 1666 Fabick Drive, Fenton, Missouri 63026 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Midstream Canada ULC, Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Plains Products Terminals LLC, CDM Max, LLC, and Plains Pipeline – North Dakota LLC as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR (the "Work Order").
The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.
- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.
- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.

- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective March 28, 2011 to March 27, 2014 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum Work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.

- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.
- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict

(including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30- EXHIBITS AND WORK ORDERS

30.1 Each Exhibit to this Contract and any Work Orders issued pursuant hereto are incorporated herein and made a part hereof for all purposes.

ARTICLE 31- WAIVER

31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.

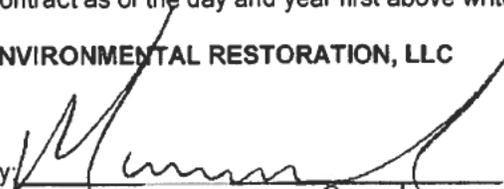
32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 33 - SURVIVAL

33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

ENVIRONMENTAL RESTORATION, LLC

By: 

Printed Name: Mark Ruck

Title: Vice President

Date: 6/7/2011

Taxpayer ID #: 43-1799942

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 

Printed Name: James L. Ferrell

Title: Managing Director
Supply Chain Management

Date: 6/13/11

QTY	EQUIPMENT
1	1" poly air diaphragm pump
3	2" stainless steel air diaphragm pumps
2	2" poly air diaphragm pumps
2	2" centrifugal trash pumps
1	2" centrifugal pump
2	Gas motor powered 2" diaphragm pumps
4	Wheelbarrow air compressor
1	185cfm trailer mounted air compressor
1	1500psi pressure washer
1	3500psi trailer mounted pressure washer, hot water
2	16' aluminum work boats with 25hp tiller handle motors <i>*Note: we have ordered a 60hp jet drive motor for one of these boats</i>
1	20' aluminum workboat with a 150hp outboard motor
1	16yd dump truck
1	24 ton lowboy
1	Rubber tire backhoe
1	Bumper pull travel trailer
10,000'	18" containment boom
1,500'	4" containment boom
1	20' equipment trailer
N/A	Confined space and confined space rescue equipment

1	Equipped oil spill trailer
1	Equipped tank cleaning trailer
2	OTR trucks
1	50 ton lowboy
1	Excavator
1	D4 dozer
1	Bobcat with rubber tracks
2	Roll off frames
30	Roll off boxes
2	70 barrel vacuum trucks
1	130 barrel vacuum tanker
1	36' HazMat trailer

QTY	EQUIPMENT ORDERED
N/A	Fire suppressant equipment
1	Dry vacuum truck
1	Dry vacuum skid unit
1	20,000psi hydroblasting unit

H2O OSRO EQUIPMENT LISTED BY RESPONSE AREA - LAS VEGAS, NV LAS VEGAS AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
4" flotation x 6" skirt,
¼" Stainless Steel Top Tension Cable,
Universeal End Connectors,

Total of 2,100 foot:

"LEO" Bag

Boom Deployment
Rope Pulling System

Ancillary Equipment
(Rope, Buoys, Anchors End-Connectors, etc.)

Various Quantities

OIL RECOVERY SKIMMERS & ANCILLARY EQUIPMENT:

Oleophilic 2 Drum Oil Skimmer - 1 each
Elastic/American Marine - Model TDS-118
Recovery Capacity - 1,200 Barrels per day.

Oleophilic 1 Drum Oil Skimmer - 1 each
Crucial, Inc. - Model 1D19P-24"
Recovery Capacity - 1,900+ Barrels per day

Oleophilic Triangular Disc Oil Skimmer
21 discs (*Morris Industries*) - 1 each
Recovery Capacity - 80+ Barrels per day.

Oleophilic Rope Mop Skimmer
(*Alden Industries*) - 1 each
Recovery Capacity - 300 Barrels per day

Oil Spill Response Weir Skimmers - 2 Total:

Slurp (*Slickbar Products Corp.*) - 1 each
Manta Ray (*Slickbar Products Corp.*) - 1 each

Generators (*Various Wattage*) - 2 each

COMMUNICATIONS EQUIPMENT:

Handheld Multi-channel Radios - 12 each
Mobile Repeater for Handheld Radios - 1 each
Worldwide Satellite Phone - 2 each

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA's (<i>MSA - 4400 lbs.</i>)	- 2 each
SAR Units	- 4 each
LEL Meters	- 3 each
Multigas Detector (<i>LEL, O2, CO, H2S</i>)	- 2 each
Tripods for Confined Space Entry	- 2 each
Level A HazMat Suits	- 4 each
Level B/C HazMat Suites	- 50 each
Air Purifying Respirators (<i>APR</i>) - Half Face	- 50 each
Air Purifying Respirators (<i>APR</i>) - Full Face	- 25 each
Decontamination Kit System	- 1 each
ICS Safety Vests	- Various Quantities
Hard Hats, Safety Glasses/Goggles, Steel Toe Calf-High Boots	- Various Quantities

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat with Mercury 4 Cycle Engine	- 1 each
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OIL SORBENT MATERIALS:

<u>Sorbent Booms</u> 8" Dia. x 10' Length - 40 ft. to Bag	- Various Quantities
<u>Sorbent Pads</u> 18" x 18" x 3/8" Pads - 100 to Bag	- Various Quantities

EMERGENCY RESPONSE UNITS/VEHICLES:

10 Ton, Emergency Response Vehicles (<i>fully stocked</i>)	- 4 each
Work Utility Trucks	- 9 each
Mobil Emergency Response Incident Command Center Vehicle	- 1 each
4 Wheel ATV	- 1 each

PUMPING & CLEANING UNITS:

Gapvax Vacuum Truck	3,300 gallon capacity	- 2 each
Peterbilt Vacuum Tanker	5,000 gallon capacity	- 1 each
Stainless Steel Vacuum Tanker	6,000 gallon capacity	- 1 each
Vactor Air Mover (<i>w/Hydro-Jetters</i>)	2,500 gallon capacity	- 1 each

PUMPING & CLEANING UNITS: (cont.)

Vacuum Truck	6,000 gallon capacity	- 1 each
Tanker Trailer	3,000 gallon capacity	- 1 each
Vacuum Tanker (Dark Blue)	3,000 gallon capacity	- 1 each
Vacuum Pup Tanker	3,000 gallon capacity	- 1 each
Pressure Washer w/Lt. Trailer		- 3 each
Pressure Washer/Portable		- 2 each
Steam Cleaner (trailer mounted with 300 gal. water tank)		- 2 each
1-4" Centrifugal High Volume Liquid Pipeline (trailer mounted)		- 1 each
Video Pipeline Inspection Camera & Line Locator		- 1 each
Portable TPH Vapor Extraction Unit (trailer mounted)		- 1 each

EXCAVATION EQUIPMENT:

Cat 330 Excavator (with thumb)		- 1 each
Cat 312 Excavator (w/hydraulic breaker Attachment)		- 1 each
Case 580 Backhoe (4WD, enclosed cab)		- 1 each
Case Uni-Loader		- 2 each
Cat Backhoe (4WD, enclosed cab)		- 1 each
Case Mini Excavator		

ROLL-OFF, TRANSPORTATION:

Kenworth Tractor		- 6 each
Freightliner Truck		- 1 each
Peterbilt Transport Tractor		- 1 each
Pace Trailer - 24 ft.		- 1 each
Autocar Dump Truck		- 1 each
10 Wheel Roll-Off Truck		- 1 each
Roll-Off Bins (18 thru 30 yard capacity)		- 20 each
Roll-Off Trailers (53' Rocket Launcher)		- 4 each
Pup Dump Trailer/Semi-trailer		- 1 each
Trailer Roll Pup/Roll-off Trailer		- 1 each
Side Dump Trailers		- 6 each
Converter Dolly Gear		- 4 each
Converter Dolly Transport Trailer		- 1 each
Lt. Deck Trailer - 24 ft.		- 1 each
Utility Trailer		- 1 each
Trailer Flatbed - Lt.		- 1 each
Equipment Trailer - 24 ft.		- 1 each
Van Trailer		- 1 each
Echo Trailer - Lt.		- 1 each
Bulk Utility Trailer w/Tank - Lt.		- 1 each
Water Truck		- 1 each

PORTABLE WATER/OIL/WASTE STORAGE CAPACITY

1,000 gallon Portable Poly Tank	- 5 each
3,000 gallons Pup Tank Trailer	- 1 each
24,000 gallon Fixed Oil/Waste Storage Tank	- 4 each
<i>(Total Storage Capacity - 98,000 gallons)</i>	

PRODUCT TRANSFER PUMPS:

2 inch Wilden - HDPE Pump	- 1 each
2 inch Wilden - Poly Pump	- 1 each
2 inch Wilden - Aluminum Pump	- 1 each

H2O OSRO EQUIPMENT LISTED BY RESPONSE AREA - RENO, NV RENO AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
4" flotation x 6" skirt,
1/4" Stainless Steel Top Tension Cable,
Universeal End Connectors,

Total of 2,000 foot:

"LEO" Bag

Boom Deployment
Rope Pulling System

Ancillary Equipment
(*Rope, Buoys, Anchors End-Connectors, etc.*)

Various Quantities

OIL RECOVERY SKIMMER:

Oleophilic 1 Drum Oil Skimmer -1 each
Crucial, Inc. - Model 1D19P-24"
Recovery Capacity - 1,200 Barrels per day

Oil Spill Response Weir Skimmers
Douglas Engineering - Skimpack - 1 each

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat
with Honda 4 Cycle Engine - 1 each

OIL SORBENT MATERIALS:

Sorbent Booms
8" Dia. x 10' Length - 40 ft. to Bag - Various Quantities

Sorbent Pads
18" x 18" x 3/8" Pads - 100 to Bag - Various Quantities

EMERGENCY RESPONSE UNITS/VEHICLES:

Emergency Response Vehicle (*Fully Stocked*) - 1 each
Hazardous Materials Response Unit (*w/generators & compressors*) - 1 each
Emergency Response Trailer (*fully stocked with exterior lighting*) - 1 each
Work Trucks - 2 each
32' Mobil Emergency Response Van/Command Post - 1 each

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

<i>SCBA's (MSA - 4400 lbs.)</i>	- 2 each
SAR Units	- 4 each
Multigas Detectors (<i>LEL, O2, CO, H2S</i>)	- 2 each
Tripods for Confined Space Entry	- 2 each
Level "A" HazMat Suits	- 2 each
Level "B/C" HazMat Suites	- 20 each
Air Purifying Respirators (<i>APR</i>) - Full Face	- 20 each
Air Purifying Respirators (<i>APR</i>) - Half Face	- 20 each
Personal Protective Flotation Devices	- 60 each
Tripods for Confined Space Entry	- 2 each
Decontamination Kit System	- 1 each
ICS Safety Vests	- Various Quantities
Hard Hats, Safety Glasses/Goggles, Steel Toe Calf-High Boots	- Various Quantities

PUMPING & CLEANING UNITS:

Stainless Steel Vacuum Tanker (<i>6,000 gal. capacity, DOT-407/412</i>)	- 1 each
Vacuum Skid/Roll-off Tank (<i>3,000 gal. capacity, DOT407/412</i>)	- 2 each
Vacuum Tanker (<i>5,000 gal. capacity, self-contained pump, DOT-407/412</i>)	- 1 each
Tanker Trailer (<i>3,000 gal. capacity</i>)	- 1 each
Steam Cleaner (<i>3,000 psi./3 gpm, trailer mounted 300 gal. water tank</i>)	- 1 each
24,000 psi Hydro Blaster	- 1 each
Video Pipeline Inspection Camera & Line Locator	- 1 each

EXCAVATION EQUIPMENT:

Cat 315 Excavator	- 1 each
Cat Backhoe (<i>4 WD, enclosed cab</i>)	- 1 each
Cat Skid Steer Loader - Uni Loader (<i>w/hydraulic drum turner</i>)	- 1 each
Side Dump Trailers (<i>20 tons</i>)	- 2 each

ROLL-OFF, TRANSPORTATION:

Semi Tractor (<i>3-axle with hydraulic kits</i>)	- 2 each
48' Semi-Van Trailer (<i>with lift gate</i>)	- 1 each
10 Wheel Roll-Off Truck	- 1 each
Roll-Off Trailer (<i>53' Rocket Launcher</i>)	- 1 each
Roll-Off Bins (<i>18 thru 30 yard capacity</i>)	- 6 each

PORTABLE OIL/WASTE STORAGE CAPACITY:

1,000 gallon Portable Poly Tanks - 5 each

PRODUCT TRANSFER PUMPS:

2 inch Wilden - HDPE Pump - 1 each
2 inch Wilden - Poly Pump - 1 each
2 inch Wilden - Aluminum Pump - 1 each

COMMUNICATIONS EQUIPMENT:

Satellite Phone - 1 each
Line of Site Radios with a 2 Mile Range - 10 each

FILTRATION EQUIPMENT:

HEPA Negative Air Machines - 8 each
HEPA Vacuums - 2 each
Mercury Vacuums - 1 each

H2O OSRO EQUIPMENT LISTED BY RESPONSE AREA - TAOS, NM TAOS AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
4" flotation x 6" skirt,
1/4" Stainless Steel Top Tension Cable,
Universeal End Connectors,

"LEO" Bag

Ancillary Equipment

(*Rope, Buoys, Anchors End-Connectors, etc.*)

Total of 1,100 foot:

Boom Deployment
Rope Pulling System

Various Quantities

OIL RECOVERY SKIMMER & ANCILLARY EQUIPMENT:

Oleophilic 1 Drum Oil Skimmer

Crucial, Inc. - Model 1D19P-42"

Recovery Capacity - 2,400 Barrels per day

- 1 each

Portable Storage

5'x5'x3' Storage Capacity - 50 Barrels (2,100 gallons)

- 1 each

Generators & Compressors

- 1 each

3 hp Power Winch w/Capstan & Stand

- 1 each

EMERGENCY RESPONSE TRAILERS:

18 foot Open Top Emergency Response Trailer

- 1 each

EMERGENCY RESPONSE VEHICLES:

5 Ton - 4 door Crew Cab Truck

- 1 each

Work Utility Truck/SUV

- 2 each

EMERGENCY RESPONSE BOATS:

14' Utility Work Boat

- 1 each

COMMUNICATIONS EQUIPMENT:

Line of Site Radios with a 2 to 26 Miles Range - 40 each

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA' - 2,200 Lbs. - 6 each
 Combustible Gas Detector - 1 each
 H₂S Meter - 1 each
 Toxic Gas Detector - 1 each
 Multigas Detector (*LEL, O2, CO, H2S*) - 1 each
 Level "B/C" Suits - 30 each
 Air Purifying Respirators - Half Face - 20 each
 Air Purifying Respirators - Full Face - 20 each
 Decontamination Kit System - 1 each
 Personal Protective Flotation Devices - 25 each
 Level "B" HazMat Suits - 25 each
 Hard Hats - 25 each
 ICS Safety Vests - 60 each
 Steel Toe Rubber Boots - Calf High - 30 each
 Tent, Shelter (*10' x 10' - EZ Up*) - 3 each

EXTREME COLD WEATHER OIL SPILL RESPONSE EQUIPMENT:

3 hp Ice Auger - 10" Blade - 3 each
 Chain Saw - 28" Bar (*Stihl*) - 2 each
 Chain Saw - 24" Bar (*Hava*) - 1 each
 Chain Saw - 22" Bar (*Poulan*) - 2 each
 Chain Saw - 20" Bar (*Poulan*) - 1 each
 Chain Saw Chaps - 20 each
 8' x 7' x 7' - I Beam "A" Frame w/Hoist (*3000 Lbs.*) - 1 each
 Hoist "T" Bars - 4 each
 Ice Hand Saw - 42" - 1 each
 Ice Hand Saw - 48" - 1 each
 JSG - Ice Slotting Miter Guide - 1 each
 Ice Depth Gauge - 1 each
 6' Spud Bars - 6 each
 Snow Shovels - 10 each
 6' x 3' Snow Sleds - 1 each
 Harness - Full Body - 20 each

EXTREME COLD WEATHER OIL SPILL RESPONSE EQUIPMENT: (cont.)

Safety Glasses	- 50 each
Hard Hat Liners	- 25 each
Ear-muffs	- 25 each
Hard Hats	- 25 each

H2O OSRO EQUIPMENT LISTED BY AREA REGION - BOISE, ID

BOISE AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
 4" flotation x 6" skirt,
 1/4" Stainless Steel Top Tension Cable,
 Universeal End Connectors,

"LEO" Bag

Ancillary Equipment
 (Rope, Buoys, Anchors End-Connectors, etc.)

Total of 2,000 foot:

2 ea. Boom Deployment
 Rope Pulling System

Various Quantities

OIL RECOVERY SKIMMER & ANCILLARY EQUIPMENT:

Oleophilic 1 Drum Oil Skimmer
Crucial, Inc. - Model 1D19P-24"
 Recovery Capacity – 1,200 Barrels per day

- 2 each

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat
 with Honda 4 Cycle Engine

- 2 each

EMERGENCY RESPONSE UNITS/VEHICLES:

Emergency Response Trailer (*fully stocked with exterior lighting*)
 Emergency Response Vehicle (*fully stocked*)
 Hazardous Materials Response Unit (*w/generators and compressors*)

- 2 each

- 2 each

- 2 each

COMMUNICATIONS EQUIPMENT:

Line of Site Radios with a 2 - 26 Miles Range
 Satellite Phone

- 24 each

- 1 each

OIL SORBENT MATERIALS:**Sorbent Booms***8" Dia. x 10' Length - 40 ft. to Bag*

- Various Quantities

Sorbent Pads*18" x 18" x 3/8" Pads - 100 to Bag*

- Various Quantities

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA - 4,400 Lbs.	- 4 each
Multigas Detector (<i>LEL, O2, CO, H2S</i>)	- 4 each
Ohio Lumex RA915 Light - Mercury Vapor Analyzer	- 2 each
Level "A" HazMat Suits	- 4 each
Level "B/C" HazMat Suits	- 20 each
Air Purifying Respirators - Half Face	- 20 each
Air Purifying Respirators - Full Face	- 20 each
Decontamination Kit System	- 2 each
Personal Protective Flotation Devices	- 20 each
Hard Hats	- 20 each
ICS Safety Vests	- 20 each
Steel Toe Calf-High Rubber Boots	- 20 each

PUMPING and CLEANING UNITS:

Vactor Air Movers (<i>w/Hydro-Jetter - 2,500 gal. capacity</i>)	- 1 each
Vacuum Tanker (<i>Stainless Steel - 5,000 gal. capacity</i>)	- 1 each
Steam Cleaner (<i>3,000 psi./3 gpm, trailer mounted 300 gal. water tank</i>)	- 1 each

EXCAVATION EQUIPMENT:

Cat 322 Excavator	- 1 each
Cat Backhoe (<i>4 WD, enclosed cab</i>)	- 1 each
Cat Skid Steer Loader (<i>w/hydraulic drum turner</i>)	- 1 each
Air Compressor, Concrete Saw, 5K Generator	- 1 each
Side Dump Trailer (<i>20 Tons</i>)	- 1 each

PORTABLE OIL/WASTE STORAGE CAPACITY

Portable Poly Storage Tanks (*500 to 5,000 gal. capacity*) - 3 each

PRODUCT TRANSFER PUMPS:

2 inch Wilden - HDPE Pump - 1 each
2 inch Wilden - Poly Pump - 1 each
2 inch Wilden - Aluminum Pump - 1 each

ROLL-OFF, TRANSPORTATION

Semi Tractor (*3-axle with hydraulic kits*) - 1 each
10 Wheel Roll-Off Truck - 1 each
Roll-Off Trailer (*53' Rocket Launcher*) - 1 each
Side Dump Trailer - 1 each
Roll-Off Bins (18 thru 30 yard capacity) - 6 each

FILTRATION EQUIPMENT:

HEPA Negative Air Machines - 2 each
HEPA Vacuums - 2 each
Mercury Vacuum - 1 each

H2O OSRO EQUIPMENT LISTED BY AREA REGION - PHOENIX, AZ

PHOENIX AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
 4" flotation x 6" skirt,
 1/4" Stainless Steel Top Tension Cable,
 Universeal End Connectors,

Total of 1,000 foot:

Ancillary Equipment
 (*Rope, Buoys, Anchors End-Connectors, etc.*)

Various Quantities

Oil Spill Response Weir Skimmers - 2 Total:

Slurp (*Slickbar Products Corp.*)

- 1 each

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat
 with Honda 4 Cycle Engine

- 1 each

EMERGENCY RESPONSE UNITS/VEHICLES:

Emergency Response Vehicle (fully stocked) - 1 each
Emergency Response Trailer (*fully stocked with exterior lighting*) - 1 each
Hazardous Materials Response Unit (*w/Generators & Compressor*) - 1 each

COMMUNICATIONS EQUIPMENT:

Line of Site Radios with a 2 - 26 Miles Range

- 12 each

OIL SORBENT MATERIALS:

Sorbent Booms

8" Dia. x 10' Length - 40 ft. to Bag

- Various Quantities

Sorbent Pads

18" x 18" x 3/8" Pads - 100 to Bag

- Various Quantities

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA - 4,400 Lbs.	- 2 each
Multigas Detector (<i>LEL, O2, CO, H2S</i>)	- 2 each
Level "A" HazMat Suites	- 2 each
Level "B/C" HazMat Suits	- 10 each
Air Purifying Respirators - Half Face	- 10 each
Air Purifying Respirators - Full Face	- 10 each
Decontamination Kit System	- 1 each
Personal Protective Flotation Devices	- 10 each
Hard Hats	- 10 each
ICS Safety Vests	- 10 each
Steel Toe Calf-High Rubber Boots	- 10 each

PUMPING and CLEANING UNITS:

Vacuum Tanker (<i>Stainless Steel - 6,000 gal. capacity</i>)	- 1 each
Vactor Air Movers (<i>w/Hydro-Jetters - 2,500 gallon capacity</i>)	- 1 each
GapVax Wet/Dry Industrial Vacuum Truck (<i>3,000 gal. capacity</i>)	
Steam Cleaner (<i>3,000 psi./3 gpm, trailer mounted 300 gal. water tank</i>)	- 1 each
Video Pipeline Inspection Camera & Line Locator	- 1 each

EXCAVATION EQUIPMENT:

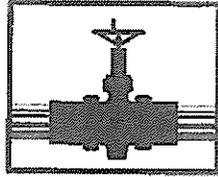
Cat 322 Excavator	- 1 each
95XT Case Steer Loader (<i>with Hydraulic Drum Turner</i>)	- 1 each
Side Dump Trailer (<i>20 tons</i>)	- 1 each

ROLL-OFF & TRANSPORTATION:

Semi Tractor (<i>3-Axle with Hydraulic Kits</i>)	- 1 each
48' Semi-Van Trailer (<i>with Lift Gate</i>)	- 1 each
Roll-Off Bins (<i>18 thru 30 yard capacity</i>)	- 6 each

FILTRATION EQUIPMENT:

HEPA Negative Air Machines	- 2 each
HEPA Vacuums	- 3 each
Mercury Vacuums	- 1 each



PLAINS
MARKETING, L.P.

Contract No. 026450-03822-PMLP.2.17

MAJOR SERVICE CONTRACT
PLAINS MARKETING, L. P.
333 Clay, Suite 1600
Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 11th day of October, 2010, by and between **Plains Marketing, L.P.**, a Texas limited partnership, and **Its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **H2O OSRO, Inc.** with a mailing address of 437 Liebert Rd. Taos, NM 87571 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Marketing Canada, L.P., Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Pacific Terminals LLC, CDM Max, LLC, as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.

1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.

1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time

limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.

- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective October 11, 2010 to October 10, 2013 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in non-compliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or

variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS,**

LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:

- (I) PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,
- (II) PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,
- (III) TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY COMPANY GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS AGREEMENT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS AGREEMENT,
- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW,
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND

(VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR AND IS CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OF CONTRACTOR GROUP. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS SECTION 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT, AND CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OR OTHER FAULT OF CONTRACTOR.

8.4 THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company:

9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws and requirements in the state having jurisdiction over such employees, and over

the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.

- 9.1.2 Commercial General Liability Insurance, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Agreement;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 Aircraft Liability, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.5 Marine Liability, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;

Five Million Dollars (5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving the construction or repair of a tank(s) or for Work involving an open trench six feet deep or deeper or for hot work:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;

Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.7 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of the liabilities contractually assumed under this Contract by CONTRACTOR. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

- 9.1.8 Subcontractors
CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

- 9.1.9 **THIS PARAGRAPH 9.1.9 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto and incorporated herein as Exhibit C. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.
- 10.2 COMPANY is a subscriber to ISNetworld. ISNetworld is responsible for monitoring contract compliance including, health and safety information, and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetworld. If CONTRACTOR is not currently a subscriber to ISNetworld, CONTRACTOR shall become a member by contacting ISNetworld at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetworld.com). CONTRACTOR subscription fees to ISNetworld are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):

- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
- (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
- (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractor's and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work

Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

- 14.2 In the event of a breach or default by either party to this Agreement, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to affect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.

- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA"). These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this Section 16.6.
- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with Section 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in Section 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

SECTION 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in Section 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in Section 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probably filing of adverse claims or liens;

- (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or
 - (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.
- 17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

- 18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.
- 18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

- 19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto and incorporated herein as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 21 - INDEPENDENT CONTRACTOR

- 21.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.

- 21.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - FORCE MAJEURE

- 22.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 22.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 23 - SUBCONTRACTING AND ASSIGNMENTS

- 23.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 23.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 23.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide, that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include

the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

“Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates.”

- 23.4 “Contract Documents” shall mean this Agreement, the Exhibits to this Agreement, documents listed in, and incorporated by reference in this Agreement, and Modifications issued after execution of this Agreement. A “Modification” is (1) a written amendment to this Agreement signed by both parties, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by or on behalf of Plains Marketing, L.P. or its Affiliates. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor’s Bid Documents.

CONTRACTOR shall obtain a written agreement from each of its subcontractors, which agreement shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its Affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. which the CONTRACTOR has against Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 24 - GOVERNING LAW

- 24.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY’s site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 25 – PERMITS

- 25.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 26 – NOTICES

- 26.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

**Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Contracts and Insurance
Facsimile: 713-289-7422**

- 26.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

**Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216**

ARTICLE 27 - ENTIRETY OF CONTRACT

- 27.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 27.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 27.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 28 – SEVERABILITY

- 28.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other

jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 29 – BINDING EFFECT

- 29.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.
- 29.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30 - HEADINGS

- 30.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 31 - WAIVER

- 31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

- 32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 33 - SURVIVAL

- 33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

H2O OSRO, Inc.

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: Dee Bradley

By: [Signature]

Printed Name: DEE BRADLEY

Printed Name: James L. Ferrell

Title: VICE PRESIDENT

Title: Managing Director

Supply Chain Management

Date: 12/14/2010

Date: 12/17/10

Taxpayer ID #: 20-0560946

MOK
Approved as to form and
content by Legal and
Contracts

Exhibit A

COMPANY POLICIES
APPLICABLE TO CONTRACTORS

CONTRACTOR agrees to comply as follows:

- (I) (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but

not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:
 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean Plains Marketing, L. P. and any of its affiliates which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, Plains Marketing, L. P. and Its Affiliates owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-drug
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B

I. EQUAL OPPORTUNITY
(applicable to all contracts and purchase
orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

(applicable to all contracts and purchase
orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system,

there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

**V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(applicable to contracts in excess of \$500,000)**

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c)The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d)In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name	or	Manufacturer's Name
ANSI Z89-1986		ANSI Z89.1-1997
Class B		Class E

2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal floatation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

Exhibit D

The H2O ORSO, Inc. letter dated July 15, 2010 setting out the retainer and fee schedules is the attached to this contract as Exhibit D. If there is any conflict between this Exhibit D and the contract, the contract shall control.

H2O OSRO, Inc. EMERGENCY RESPONSE AGREEMENT

The Parties of this Agreement are:

Owner/Responsible Party:

Plains All American Pipeline L.P.
Rocky Mountain Pipeline System
1575 Hwy 150 S. Suite E
Evanston, WY 82930

Attn: Mr. Tom McCormick

Contractor:

H2O OSRO, Inc.
P. O. Box 2638
Ranchos de Taos, NM 87557
(866) 426-6770
Fax (575) 751-1418

Owner and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

EFFECTIVE DATE: This Agreement is effective as of July 15, 2010. This agreement shall remain in effect until Plains All American Pipeline L.P. – Rocky Mountain Pipeline System chooses to terminate it.

TERMINATION: Either party may cancel this work Agreement by giving the other party thirty (30) days written notice of cancellation. Neither party hereto shall, by the termination of this work Agreement, be relieved of such party's respective liabilities arising from, growing out of, or incident to work performed hereunder prior to the time such work Agreement is terminated.

PURPOSE: It is specifically understood that the Contractor intends to commit response resources to the Owner in the event of an emergency spill response, provided that the Contractor has not committed all its resources to another on going spill response. It is further understood that if resources are committed to an on going spill that the response resources may not be immediately available. The types of work contemplated to be done by the Contractor are: Spill Response Control/Cleanup and such other work as is generally performed by the Contractor in its usual line of service.

EMERGENCY RESPONSE TEAM: During the term of this Agreement, the Contractor will make available to the Owner a 24-hour Standby Emergency Response Team for the Response, Containment, Cleanup and Transportation of any Oil/Petroleum Products/Hazardous Materials Waste Spills.

THIS 24-HOUR STANDBY EMERGENCY RESPONSE TEAM SHALL INCLUDE:

- * A 24-hour Monitored Toll Free Telephone Contact Number (866-426-6770) for the Initiation of Emergency Spill Response,
- * A Staff of 24-hour on-call Trained Personnel who can Mobilize to Respond to an Oil/Petroleum Products/Hazardous Materials Waste Spill Incident,
- * Emergency Response Resources, and
- * Containment, Recovery, Waste Minimization, Disposal Assistance, and Other Services and equipment within its rating as may be reasonably requested by the Owner or others (including appropriate government agencies) authorized by the Owner to request such services and equipment.

SCOPE of WORK: This work Agreement being a time and materials work Agreement, the Contractor will begin each part of the work covered by this work Agreement at such time as Owner initiates a request to respond to a spill of a substance by a direct telephone call to Contractor at (866-426-6770). The person initiating the response shall provide the Contractor with:

- * His or Her Name and Title,
- * Owner's Name, Address, and Telephone Number
- * The Location of the Spill,
- * The Nature of the Substances Involved in the Spill Incident,
- * The Approximate Time of the Spill Incident,
- * Any Other Pertinent Information Relating to Spill (i.e. size, fire involvement, injuries, etc.)

Upon receiving the call, the Contractor will use due diligence to mobilize resources within the allotted response time.

RETAINER FEE: A fee of \$6,000.00 per Facility and/or Facility Response Plan each year shall be charged to the Owner to cover initial expenses incurred by the Contractor should a response become necessary

The retainer fee is not transferable from one year to the next and must be paid on each yearly anniversary of this contract as long as this contract is in effect.

EMERGENCY RESPONSE SERVICE CHARGES: In the event emergency response services are requested by or for the Owner from the Contractor, the Owner shall pay the fees and charges of the Contractor as described in H2O OSRD's Response Rate Schedule and any expenses (including subcontractor's charges) incurred by the Contractor in providing such services.

It is understood that the rates and prices set forth in H2O OSRD's Response Rate Schedule are subject to change by the Contractor upon Ten Days written notice to the Owner. Any change shall not apply to work then in progress or on order. The rates to be paid to the Contractor by the Owner shall be for the actual performance of the work and shall be in addition to any charges for materials or supplies furnished by the Contractor for use in the work and any charges for transportation of tools, equipment and labor or time required to transport tools, equipment and labor to and from the job.

INVOICES: The Contractor will submit invoices for services and expenses rendered periodically. These invoices shall be due and payable immediately upon submission to the Owner. Invoices shall clearly describe the project name, services rendered, and any Owner-required data. Invoices must be paid within 15 days of the invoice date and if not paid within such time, shall be subject to a late charge of 1.5% per month on the unpaid balance or the highest rate permitted by law.

Owner agrees to make payment to the Contractor for services rendered in the amounts and the terms specified above, regardless of whether the Owner or another person or entity is legally responsible for remediation or abatement of the environmental conditions involved and, regardless of whether the Owner is entitled to reimbursement for such costs from his or from some other person's entity's insurance carrier.

INDEPENDENT CONTRACTOR RELATIONSHIPS: In the performance of the work herein contemplated the Contractor is an independent contractor, with the authority to control and direct the performance of the details of the work, the Owner being interested only in the results obtained; but the work contemplated herein shall meet the approval of the Owner and be subject to the general right of the Owner to inspect the work to secure the satisfactory completion thereof.

INDEMNIFICATION by the CONTRACTOR: The Contractor agrees to indemnify, defend and hold harmless the Owner from and against any Costs or Claims which the Owner reasonably incurs to the extent such Costs and Claims are caused solely by the gross negligence or willful misconduct of the Contractor in the performance of services under this Agreement.

INDEMNIFICATION by the OWNER: Except as otherwise provided above, the Owner shall indemnify, defend and hold harmless the Contractor, its affiliates, directors, officers, shareholders, employees, agents and subcontractors from and against any costs, liabilities, claims, demands, and causes of action arising from the performance of services under this Agreement.

Owner shall indemnify, defend, and hold Contractor harmless from any claim arising out of Owner's willful misconduct or negligence in connection with the performance of this Agreement, any actual or potential environmental pollution or contamination, including failure to detect or properly evaluate the presence of such substances.

LIMITATION of LIABILITY: The Contractor shall not be liable in connection with this Agreement or the services provided under this Agreement for lost profits or any other consequential, incidental or natural resource damages. Owner agrees that the liability of the Contractor and all officers, employees, agents and subcontractors of Contractor for all claims or other proceedings arising from the performance of services under this Agreement, including, but not limited to, Contractor's professional negligence, errors or omissions or other professional acts, shall be limited to actual damages or the fee, whichever is more. Not in any event shall Contractor's liability exceed the insurance coverage carried by the Contractor.

FORCE MAJEUR: It is agreed that in the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this work Agreement, other than its obligations to make payments of money due hereunder, then on such party's giving notice and full particulars of such force majeure in writing to the other party immediately after the occurrence of the cause relied on, then the obligation of that party giving such notice, so far as it is 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, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other causes not within the reasonable control of the party claiming a suspension which by the exercise of due diligence such party shall not have been able to avoid or overcome. In no event, however, shall the forgoing limit the rights of the Contractor or Owner to terminate this work Agreement of the work as otherwise provided herein.

MISCELLANEOUS:

1. **COMPLIANCE with LAWS:** The Contractor agrees to comply with all laws, rules, and regulations, Federal, State, and Municipal, which are now, or in the future may become, applicable to the Contractor, the Contractor's business, equipment, sub-contractors and personnel engaged in operations covered by this instrument, or accruing out of the performance of such operations.
2. **PROPERTY DAMAGE:** With respect to property damage sustained by the Contractor or Owner or their employees, subcontractors, or invitees or employees of such kind and character, the rights and obligations between the parties to this Agreement shall be determined by law, except as otherwise expressly provided within this Agreement.
3. **BODILY INJURY:** In the event that bodily injury, death or property damage is sustained by a person or entity, the rights and obligations between the parties to this work Agreement shall be determined by law, except as otherwise provided in this work Agreement.

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4. **SAFETY of OTHERS**: Contractor shall not be responsible for the health and safety of any person other than its employees and representatives, nor shall it have any responsibility for the operations, procedures, or practices of persons or entities other than the Contractor's.
5. **RELATION of PARTIES**: The Contractor is not the Owner's employee and shall perform all services under this Agreement as an independent contractor.
6. **ASSIGNMENT**: The Contractor may, without the Owner's consent, enter into any subcontract(s) for the performance of its obligations under this Agreement, as the Contractor deems necessary or desirable.
7. **SEVERABILITY**: If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable. In any event, the validity or enforceability of any such provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision had not been included.
8. **AMENDMENT and WAIVER**: No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver shall constitute a waiver of any subsequent breach or default.
9. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and supersedes any other past or present writing, oral conversation, or understanding.
10. **EXECUTION**: This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original. When taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to both parties hereto. This Agreement is not binding on either party until both parties have executed and delivered one or more counterparts to the other party.
11. **ATTORNEY'S FEES**: If either party finds it necessary to enforce this Agreement by litigation, arbitration, or mediation, the successful party shall, in addition to any other right conferred in this Agreement, be entitled to reasonable attorneys' fees and costs as may be awarded by any court, arbitrator, or mediator.

Printed: December 04, 02 at 08:31:07

COT/PACC Name: SAN DIEGO
Operating Area: River Canal

OSRO - H2O OSRO
Environmental Area Classification Detailed Amounts Per Rating Category

Facility

Vessel

Classification Level: MMPD

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	5,800	0	5,800	4,000	4,000	6,800	0	6,800	4,000	4,000
Available Containment Boom (ft)	5,900	0	5,800	1,800	1,800	6,800	0	6,800	2,800	2,800
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	1,621	1,229	14,586	0	14,586	3,647	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

Classification Level: WCDD1

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	6,800	0	6,800	1,000	1,000	6,800	0	6,800	6,800	6,800
Available Containment Boom (ft)	5,800	0	5,800	5,800	5,800	6,800	0	6,800	0	0
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	14,586	1,229	14,586	0	14,586	14,586	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

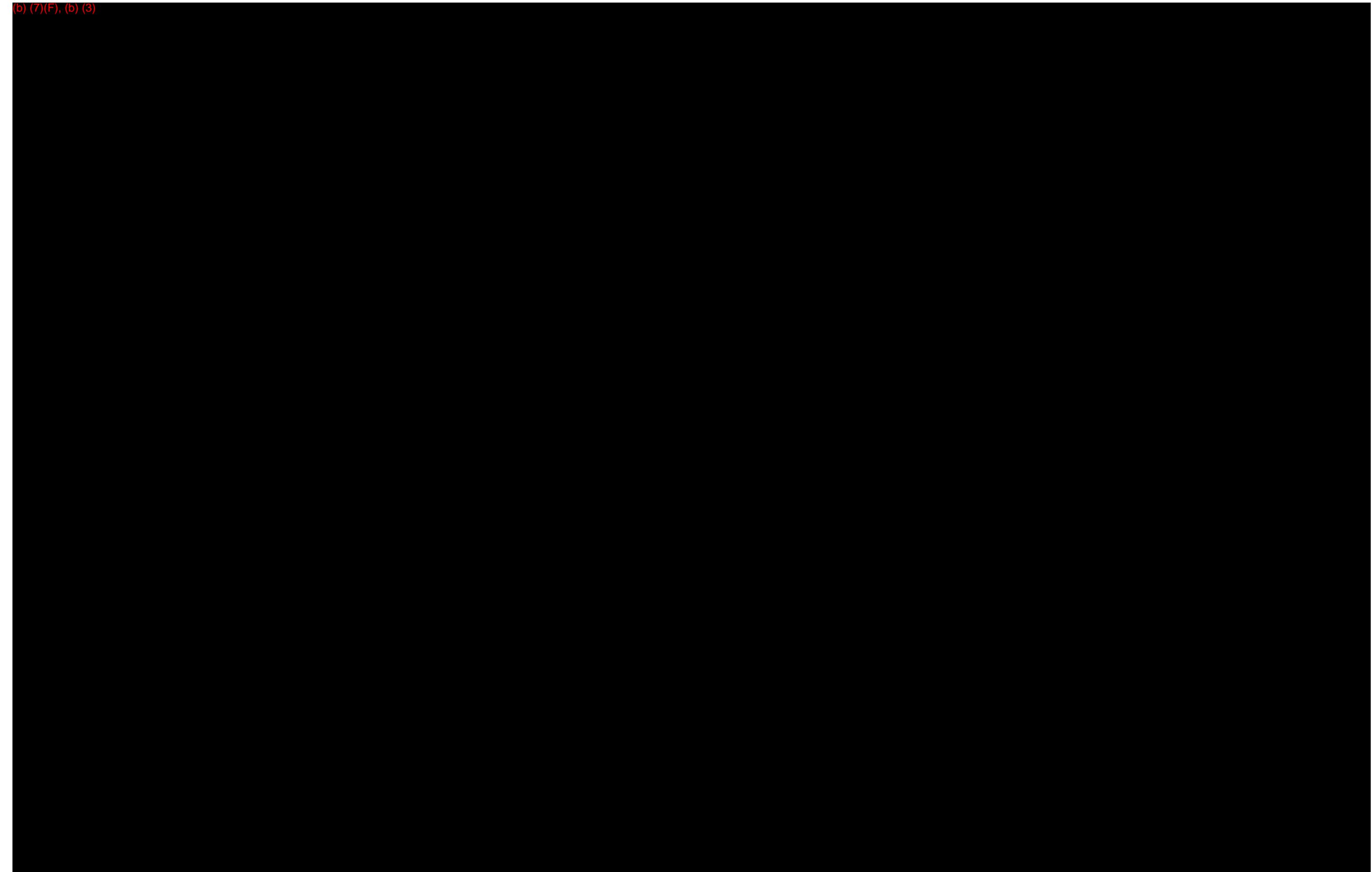
Classification Level: WCDD2

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	6,800	0	6,800	6,800	6,800	6,800	0	6,800	6,800	6,800
Available Containment Boom (ft)	6,800	0	6,800	0	0	6,800	0	6,800	0	0
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	14,586	1,229	14,586	0	14,586	14,586	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

Classification Level: WCDD3

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	6,800	0	6,800	6,800	6,800	6,800	0	6,800	6,800	6,800
Available Containment Boom (ft)	6,800	0	6,800	0	0	6,800	0	6,800	0	0
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	14,586	1,229	14,586	0	14,586	14,586	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

The amounts displayed under Actual Totals for Containment Boom represents the calculated amount required based on the number of skinning systems used + 1000 feet
The adjusted Containment Boom Amount can be limited based on available Boom - The adjusted EDRC may be based on a Containment Boom Limit or TSC amount
Protective Boom + Containment Boom cannot be less than the Available Boom Total



— SALT LAKE CITY CORE

RANGELY
STATION



LINK FILES

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:		CHS and Exxon/Mobile Spill Response Teams		LAST INSP 6/5/12		
Recovery Capacity: 7,645 bpd = 20% daily recovery (bpd capacity based on 20% efficiency) rate of 1,529 bpd						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
Trailer	Well Cargo 11,500 GVW	1	Hanser's	OK		
Anchors (Danforth)	anchors Size # 10	5	Curb-Side Stor	OK		
Anchors (Danforth)	anchors Size # 18	5	Curb-Side Stor	OK		
Boat	14-foot Jon boat	1	Roof Rack	OK		
Booms	Absorbent booms 5" x 10' (4 per box)	120'	Street-Side	OK		
Brushes	Cleaning Brushes 2 big 7 small	9	Curb-Side	OK		
Pools	Collapsible Decon Pools	2	Curb-Side	OK		
Sprayers	Liquid Sprayers 3gal	2	Curb-Side	OK		
Soap	Simple Green liquid soap 1gal	3	Curb-Side	OK		
Buoys	Buoys for boom	5	Curb-Side Stor	OK		
Culverts	16 foot, 16-gauge, 15-inch	2	Roof Rack	OK		
Culverts	16 foot, 16-gauge, 8-inch culverts	2	Roof Rack	OK		
D-Rings	4" D-Rings	5	Curb-Side	OK		
Drum	55 gal steel drum	1	Rear-storage	OK		
Ext. Cords	50' extension cords	100'	Street-Side	OK		
Ext. Cords	Water tight extension cords 2-100' 2-50'	300'	Curb-Side Stor	OK		
Extinguisher	Ansul fire extinguisher 30#	1	Floor-Mounted	OK		
Fence Posts	5' x 6" fence posts	14	Curb-Side Stor	OK		
Flashlights	flashlights w/batteries	6	Street-Side	OK		
Floats	3" hose floats	6	Street-Side	OK		
Floats	3/4" hose floats	7	Street-Side	Missing 4		
Gas Can	1- 1gal 1-1.5gal 2- 5gal plastic	4	Street-Side	OK		
Gas Tank	6 gallon boat motor gas tank	1	Street-Side	OK		
Generator	5000 watt ONAN generator	1	Floor-Mounted	OK		
Gloves	Work gloves-rubber	6 pr	Curb-Side	OK		
Goggles	Safety Goggles	17	Curb-Side	OK		
Hammer	Sledge Hammer	1	Curb-Side Stor	OK		
Hose	3" x 25' suction hose and fittings	50'	Front Storage	OK		
Hose	2" x 50' discharge hose with fittings	100'	Front Storage	OK		
Hose	2" x 50' suction hose and fittings	50'	Front Storage	OK		
Hose	100' 3/4" discharge hose with clamp	100'	Curb-Side Stor	OK		
Jeri Can	5 gallon safety jeri can	1	Street-Side	OK		

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
Light Stand	light stand with generator	1	Floor-Mounted	OK		
Light Stand	Light Stand Only	1	Floor-Mounted	OK		
Lights	1000 watt lights for light stands	2	Curb-Side Stor	OK		
Line Gun	45 Cal ber line gun with string canisters	1	Curb-Side	OK		
Liners	55 gal drum liners	2 bx	Curb-side	OK		
Motor	15 HP Yamaha boat motor	1	Floor-Mounted	OK		
Oars	wooden & f berglass oars with locks & paddles	3 pair	Curb-Side Stor	OK		
Pads	Absorbent pads - 17" x 19" (100 per bundle)	300	Street-Side	OK		
Pitchforks	5-tine pitchforks	2	Curb-Side Stor	OK		
Plastic Bbl	Rubber Maid trash can 44gal	2	Curb-side	OK		
Plastic Bbl	Rubber Maid trash can 20gal	1	Curb-side	OK		
Plastic sheet	Roll of plastic sheeting	2	Curb-Side	OK		
Post Drivers	post drivers	2	Curb-Side Stor	OK		
Pump	Honda pump (gas driven)	1	Street-Side	OK		
Rope	Misc lengths of 1/4" 3/8" 1/2" 5/8"	1	Curb-Side	OK		
Rope	Safety Quick Disconnect Rope Bridles	6	Curb-Side	OK		
Pump	Monarch diaphragm pump, gas-driven	1	Floor-Mounted	OK		
Rakes	Garden Rakes	1	Curb-Side Stor	OK		
Bridge Bridle	Bridle to connect boom to bridge piers	1	Curb-side	OK		
Shovels	Size 0 shovels 1round nose, 1 square nose	2	Curb-Side Stor	OK		
Skimmer	Manta Ray skimmer	1	Front Storage	OK		
Skimmer	Acme vacuum skimmer	1	Street-Side	OK		
Snap rings	5/8" snap hooks W/rope loop	7	Curb-side	OK		
"O" Rings	3" Steel O-rings	21	Curb-side	Missing 15		
Signs-MEN WORKING	36" rollup sign w/base	3	Curb-side	OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	3	Curb-side	OK		
Signs-STAGING AREA	36" rollup sign w/base	3	Curb-side	OK		
Stakes	3' steel stakes	4	Curb-Side Stor	OK		
Skimmer	Aqua Guard RBS-05 Oil recovery system w/ Yamaha diesel engine	1		OK		
Tape	Duct Tape	1 bx	Curb-Side	OK		
Vests	adjustable life vests	8	Street-Side	OK		
Vests	Incident Command Identification Vests	Misc	Curb-side	OK		
Winch	Capstan gas powered winch	1		OK		

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
MAINTENANCE TOOLS AND PARTS - TRAILER #1						
Additive	Fuel Stabilizer	2	Trailer #1	OK		
Batteries	Flashlite-Dcell	18	Trailer #1	OK		
Batteries	Lantern-6Volt	3	Trailer #1	OK		
Capstan	Spark-plug (1) CJ6Y or Bosch WSR6F	2	Trailer #1	OK		
Diaph. Pump	Spark-plug (1) RCJ8 or 840	1	Trailer #1	OK		
Diaph. Pump	Spark-plug (1) A7NX or 843	2	Trailer #1	OK		
Electrical	Combination Crimper/Cutter	1 Ea	Trailer #1	OK		
Feeler Gage	Feeler Gage-Gapping Assortment	1 Ea	Trailer #1	OK		
Grease	Lube Grease - Tubes	10	Trailer #1	OK		
Hammers	Claw, Ballpeen, hatchet, rubber mallet	1 Ea	Tool Bx Trail #1	OK		
Hex Wrench	Combination Hex Wrench Set	1 Ea	Tool Bx Trail #1	OK		
Honda Pump	Spark-plug (1) BPR6ES or 7131	1	Tool Bx Trail #1	OK		
Knife	Utility Knife w/Blades	1 Ea	Tool Bx Trail #1	OK		
Kohler Gen.	Spark-plug (4) A7C or 841	8	Tool Bx Trail #1	OK		
Light Plant	Spark-plug (1) RJ-19LM or 868	2	Tool Bx Trail #1	OK		
O / B Motor	Propeller (1)	2	Tool Bx Trail #1	OK		
O / B Motor	Spark-plug (2) NGK-B7HS-10	4	Tool Bx Trail #1	OK		
Oil	Motor- Oil 10-30	12qt	Trailer #1	OK		
Oil	motor-Oil 2-Cycle	12qt	Trailer #1	OK		
Onan Gen.	Spark-plug (1) BPR4HS-10 or Bosch W8BC	2	Trailer #1	OK		
Pipe Wrench	10 inch	1 Ea	Trailer #1	OK		
Pliers	Vise Grip, 10" & 7"	1 Ea	Trailer #1	OK		
Pliers	Water Pump, 10"	1 Ea	Trailer #1	OK		
Pliers	3 Piece Set, 6", cutting,long nose, slip joint	1 Ea	Trailer #1	OK		
Pry Bar	18 IN	1 Ea	Trailer #1	OK		
Rags	Cotton Rags	1Bx	STORAGE BIN	OK		
Saws	Hacksaw-10 IN., Woodsaw-10 IN.	1 Ea	STORAGE BIN	OK		
Screw Drivers	Various Types/Sizes	6 Ea	STORAGE BIN	OK		
Socket Set	13 Piece, 1/2" Drive w/spark plug sockets	1 Ea	STORAGE BIN	OK		
Socket Set	24 Piece, 1/4" & 3/8" Drive	1 Ea	STORAGE BIN	OK		
Tape	Electrical, black,red,blue,green	7 Rs	STORAGE BIN	OK		
Tape	Duct Tape	4 Ea	STORAGE BIN	OK		
Tape	Yellow Caution, Red Danger	1 Ea	STORAGE BIN	OK		

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
Wrenches	18 Piece, Combination S.A.E. & Metric	1 Ea	STORAGE BIN	OK		
Wrenchs	Adjustable, 12 IN., 10 IN., 8 IN.	1Ea	STORAGE BIN	OK		
Grease gun	Cartridge type	1Ea	STORAGE BIN	OK		
Jack	6 ton hydraulic jack	1	Trailer #1	OK		
Lug Wrench	Lug wrench	1	Trailer #1	OK		
Wheel chocks		1Ea	Trailer #1	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:			
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006								
Inspected By:		CHS and Exxon/Mobile Spill Response Teams	LAST INSP 8/9/12					
Recovery Capacity:		7,645 bpd = 20% daily recovery rate of 1,529 bpd (bpd capacity based on 20% efficiency)						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In		
TRAILER # 3								
Trailer Vin# 1NNZF4S24EM076247	1983 Monon 45' Tandem Axle Storage Van U-770-872 Walk-up Ramp W/removable hand Rail	1	Hanser's	OK				
Anchors	Danforth anchors #18	12	Trailer 3	1 missing				
Anchors	Heavy W/chain for	11	Trailer 3	OK				
Asenders	Rope pulling tools	9	Trailer 3	OK				
Booms	50' Acme 6x6 containment boom (30 each)	1500'	Trailer 3	OK				
Boom Connector Pins	2" long boom connector pins. Spring loaded with wire leash	25	Trailer 3	OK				
Brushes	Cleaning Brushes	6	Trailer 3	OK				
Buoys	15" mooring buoys	18	Trailer 3	2 missing				
Carabiners - 10 KN snap gate	Rope pulling/fastening tools	12	Trailer 3	OK				
Carabiners - 24 KN Screw gate	Rope pulling/fastening tools	9	Trailer 3	OK				
Cargo Net	3' x12' cargo net	6	Trailer 3	OK				
Clevis 7/16" Crosby Brand	Rope pulling/fastening tools	12	Trailer 3	OK				
Clevis 3/8" Crosby Brand	Rope pulling/fastening tools	12	Trailer 3	OK				
Clevis 1/2" Crosby Brand	Rope pulling/fastening tools	12	Trailer 3	OK				
"D" Quick link 1/2 threaded gate	1/2" Quick link for connecting chain	5	Trailer 3	OK				
Deflectors-Boom	Aluminum Boom Deflectors	25	Trailer 3	OK				
Deflectors-Para	Aluminum Towing Paravanes for Deflectors	5	Trailer 3	OK				
Gear Bags	Team Equipment Bags	5	Trailer 3	OK				
Generator	5000 watt GENERIC generator Model 09586 SN / 1963644 & SN / 1980840	2	Trailer 3	OK				
Hammer	8# sledge hammer	4	Trailer 3	2 missing				
Ladders	Extension ladders 24ft	2	Trailer 3	OK				
Lights/Stands	Alltrade model 510080, Twin 1600 watt work lights with stands	8	Trailer 3	OK				
Line Gun	Bridger line gun with string & trigger lock SN NK379439	1	Trailer 3	OK				
Pools	Collapsible Decon Pools	2	Trailer 3	OK				
Post Driver	Dixie post driver	3	Trailer 3	OK				
Power Cord	50' 12/3 power cords with twist lock caps	10	Trailer 3	OK				
Presics	Rope pulling tools	15	Trailer 3	OK				
Rings	3" dia, steel rings (Heavy)	14	Trailer 3	OK				
Rope	1/4" poly rope - misc reels	misc	Trailer 3	OK				

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 3						
Rope	1/2" poly rope - misc reels	misc	Trailer 3	OK		
Signs-MEN WORKING	36" rollup sign w/base	9	Trailer 3	OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	9	Trailer 3	OK		
Signs-STAGING AREA	36" rollup sign w/base	9	Trailer 3	OK		
Sling Link	1/2" Crosby pear shaped closed link.	50	Trailer 3	OK		
Soap	Simple Green liquid soap	2	Trailer 3	OK		
Sprayers	Liquid Sprayers 3gal	2	Trailer 3	OK		
Stakes	1"x5' steel rebar stakes	100	Trailer 3	OK		
"T" Posts	5 ft long steel "T" posts	35	Trailer 3	OK		
Tow Bridles	Acme TBHD tow bridles	81	Trailer 3	OK		
Tow Bridles - Mid boom	For connecting in the middle of the boom to pull to shore or anchor. (These were custome made)	2	Trailer 3	OK		
Table	Folding Table	2	Trailer 3	OK		
Portable Shelter	Folding Shelter w/case	2	Trailer 3	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:			CHS and Exxon/Mobile Spill Response Teams		LAST INSP 6/5/12	
Recovery Capacity:		1,200 bpd = 20% daily recovery rate of 240 bpd		(bpd capacity based on 20% efficiency)		
Equipment Type	Description - Model, Style, Size, Capacity, etc	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 4						
AIR HOSE	4-50' SECTIONS	200'	On Hangers	OK		
ALLEN WRENCH	SET OF ALLEN WRENCHES - UP TO 5/8"	1 Set	Tool Box	OK		
ANCHORS	15# DANFORTH ANCHOR	1		OK		
ASCENDERS	MOUNTAINEERING ASCENDERS, PETZYL	6	Gear Bag	OK		
BOOM	6"x 6" OK CORRAL BOOM; 10 - 50' SECTIONS	500'	Front Compartment	OK		
BRUSH	WIRE BRUSH	1	Tool Box	1 Missing		
BRUSHES	18" HANDLE SCRUB BRUSHES	5	In Bins	OK		
BUOYS	15" MOORING BUOY FOR END OF BOOMS	9	In Bins	4 Missing		
CHANNELLOCK	14" PAIR OF CHANNEL LOCK PLIERS	1	Tool Box	OK		
COMPRESSOR	CAMPBELL HAUSFELD W/20 GAL. TANK	1	Rear Aisle	OK		
CRES.WRENCH	10" & 12" CRESCENT WRENCH	2	Tool Box	OK		
DECON POOLS	150 GALLON PORTABLE DECON POOL	2	Top of Skimmer	OK		
DRUM LINERS	PLASTIC DRUM LINERS	3Box	On Shelf	OK		
DRUMS	REMOVABLE TOP BARRELS, 55 GALLON	1	In Aisle	OK		
DUCT TAPE	SILVER DUCT TAPE	1 Roll	Shelf	OK		
ELECTRIC TAPE	BLACK ELECTRICAL TAPE	2 Roll	Tool Box	OK		
END WRENCH	9 PIECE END WRENCH SET - 1/4" THRU 3/4"	1	Tool Box	OK		
EXTSN CORDS	50' EXTENSION CORDS, #12 WIRE	6	On Hangers	OK		
FIRE EXTGSHR	30# FIRE EXTINGUISHER (A:B:C)	1	Trailer Front	OK		
FUNNEL	6" AND 4" FUNNEL	2	On Shelf	OK		
GEAR BAG	DUFFEL BAGS	0		OK		
GENERATOR	5 KW GENERATOR	1	Rear Aisle	OK		
HAMMER	CLAW HAMMER	1	Tool Box	OK		
LIGHT SET	PORTABLE LIGHT SETS, 2- 500W HALOGEN LAMPS @	2	IN Bins	OK		
O-RINGS	3" DIAMETER "O" RINGS, 15,000# TENSILE	23		OK		
PIPE WRENCH	18" PIPE WRENCH	1	Tool Box	OK		
PLIERS	STD. PLIER, SIDE CUTTER, LINEMANS, NEEDLE NOSE	4	Tool Box	OK		
PORT. POOL	1500 GALLON PORTABLE POOL; GRAY BLADDER+FITTINGS IN BOX+1 1/2" RAILS	1		OK		
POST DRIVERS	STEEL POST DRIVERS W/HANDLES	2		OK		

Equipment Type	Description - Model, Style, Size, Capacity, etc	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 4						
PRUSIKS	6mm LINE	9		OK		
PUMP	2" VERSAMATIC DIAPHRAGM PUMP W/SKIMMER (35 gpm max)	1	Rear Shelf	OK		
ROPE 1/4"	5 SPOOLS	3000'	IN Bins	OK		
ROPE 3/8"	10 SPOOLS	6000'	IN Bins	2 Missing		
BRIDGE BRIDLE	Bridle to connect boom to bridge piers	1	Front	OK		
SCREW DRIVER	6 PIECE SCREW DRIVER SET	1	Tool Box	OK		
Signs-MEN WORKING	36" rollup sign w/base	3		OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	3		OK		
Signs-STAGING AREA	36" rollup sign w/base	3		OK		
SKIMMER	PNEUMATIC DRUM SKIMMER, ELASTEC TDS 118 (35 gpm)	1	Front Top Shelf	OK		
SLEDGES	8# SLEDGE HAMMERS	2		OK		
SNAP LINKS	1" GATE OPENING, 8,000# TENSILE	30		4 Missing		
SOAP	SIMPLE GREEN SOAP	2 gal	In Bins	OK		
SOCKET SET	13 PIECE 1/4" SOCKET SET	1	Tool Box	OK		
SPRAYERS	3 GALLON SPRAYERS FOR DECON	3	In Bins	OK		
STAKES	1" REBAR STAKES	37	Standing in Rear	OK		
SUC. HOSE 2"	2" SUCTION/DISCHARGE HOSE, 3-15' SECTIONS	45'	On Hangers	OK		
TEFLON TAPE	1/2" TEFLON TAPE	2 Roll	Tool Box	OK		
TIRE WIRE	18 GAUGE STOVE WIRE	1 Roll	Tool Box	OK		
TOW BRIDLES	Z-LOCK W / KEEPER PIN	30		11 w/o Pins 19 Missing		
WARNING TAPE	RED "DANGER" TAPE	2000'		OK		
WARNING TAPE	YELLOW "CAUTION" TAPE	2000'		OK		
WRECKING BAR	WRECKING BAR	1	On Shelf	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:		CHS and Exxon/Mobile Spill Response Teams		LAST INSP 6/5/12		
Recovery Capacity:		7,645 bpd = 20% daily recovery rate of 1,529 bpd (bpd capacity based on 20% efficiency)				
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 5						
Trailer Vin: 1C9FS2126YB411073	Cy-Corp Open Trailer 8'x16'	1	Hanser's	No Tarp		
Anchor	Heavy w/chain for Deflectors	2	Trailer 5	2 Missing		
Booms	100' Acme 6x6 booms	200'	Trailer 5	OK		
Booms	50' Acme 6x6 booms	100'	Trailer 5	OK		
Booms	25' Acme 6x6 booms	100'	Trailer 5	OK		
Buoys	15" mooring buoys	2	Trailer 5	2 Missing		
Deflectors-Boom	Aluminum Boom Deflectors	5	Trailer 5	OK		
Deflectors-Para	Aluminum Towing Paravanes for Deflectors	1	Trailer 5	OK		
"O" Rings	3" Steel O-rings	5	Trailer 5	5 Missing		
Plastic Bbl	Rubber Maid trash can 44gal	1	Trailer 5	OK		
Rope	3/8" poly rope - misc lengths	misc	Trailer 5	OK		
Rope	5/8" poly rope - W/snap loops misc lengths	misc	Trailer 5	OK		
Rope	1/2" poly rope - misc lengths	misc	Trailer 5	OK		
Bridge Bridle	Bridle to connect boom to bridge piers	1	Trailer 5	OK		
Tow Bridles	Acme tow bridles	6	Trailer 5	3 missing		
Jack	6 ton hydraulic jack	1	Trailer 5	OK		
Lug Wrench	Lug Wrench	1	Trailer 5	OK		
Wheel chocks		1	Trailer 5	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By: CHS and Exxon/Mobile Spill Response Teams			LAST INSP 6/5/12			
Recovery Capacity: 7,645 bpd = 20% daily recovery (bpd capacity based on 20% efficiency) rate of 1,529 bpd						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 6						
Trailer Vin: 4P5UT162142052387	2004 P.J. Trailer-Tandem Axle Utility Trailer. Black W / 4' side walls	1	Hanser's	OK		
Boom	Carolina CB1302 Boom w/connectors 50'	200'	Trailer Deck	OK		
Culvert	24" x 16' corrugated steel culverts w/one joining band	2	Trailer Deck	OK		
Culvert	18" x 16' corrugated steel culverts w/one joining band	2	Trailer Deck	OK		
Extinguisher	Ansul 30# Dry Chemical	1	Trailer Deck	1 missing		
Fence	Chicken Wire Rolls 6-6' , 1- 3'	7	Trailer Deck	OK		
Hose	3" suction hose complete w/flotation and quick connect couplings	70'	Trailer Deck	OK		
Skimmer	Acme Tunnel Model Floating	1	Trailer Deck	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By: CHS and Exxon/Mobile Spill Response Teams			LAST INSP 6/5/12			
Recovery Capacity: 7,645 bpd = 20% daily recovery rate of 1,529 bpd (bpd capacity based on 20% efficiency)						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER #7						
Trailer VIN # 16HPB14274U038227	2004 Haulmark Tandem Axle Enclosed Cargo Trailer. Color White.	1	Hanser's	OK		
Cable	1/4" steel cable	100'	Trailer 7	OK		
Extinguisher	Ansul 30# Dry Chemical	1	Trailer 7	1 missing		
Floats	4" hose floats	13	Trailer 7	OK		
Gas Can	2.5 gallon plastic gas can	1	Trailer 7	OK		
Gas Can	5 gallon plastic gas can	1	Trailer 7	OK		
Gas Can	5 gallon steel gas can	1	Trailer 7	OK		
Hammer	10lb sledge hammer	1	Trailer 7	OK		
Hammer	Ball Pean	1	Trailer 7	OK		
Hose	4" discharge hose with quick connect couplers	(4) 50'	Trailer 7	OK		
Light	Drop Light w/Cord	1	Trailer 7	OK		
Light Cords	12/3 electric cords for lights	300'	Trailer 7	OK		
Light Stands	Aluminum Light Stands	3	Trailer 7	OK		
Lights	400 Watt Hubbell lights	3	Trailer 7	OK		
Pitch Fork	Pitch Fork	1	Trailer 7	OK		
Plastic	4 mill plastic roll	1	Trailer 7	OK		
Post Drivers	Post Driver	2	Trailer 7	OK		
Posts	5' x 6" steel fence posts	14	Trailer 7	OK		
Pump	Marlow 3" Diaphragm pump with 2.8 HP B&S Gas Engine	1	Trailer 7	OK		
Rakes	Steel Bow Rakes	2	Trailer 7	OK		
Rope	3/8" Poly Rope -- Misc. lengths	600'	Trailer 7	OK		
Screw drivers	1 straight and 1 phillips	2	Trailer 7	OK		
Shovel	Hand Shovel Square Nose	1	Trailer 7	OK		
Signs	Benzene Warning Signs	3	Trailer 7	OK		
Signs-MEN WORKING	36" rollup sign w/base	3	Trailer 7	OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	3	Trailer 7	OK		
Signs-STAGING AREA	36" rollup sign w/base	3	Trailer 7	OK		
Sorbent Boom	Absorbent boom 10' sorbent 3M type 270 (4 ea box)	240'	Trailer 7	missing		
Sorbent Pads	Absorbent pads -17"x19" 3M type 156 -100 per bundle	1100	Trailer 7	OK		
Sorbent Rolls	3' x 150' Sorbent Rolls (2 ea)	300'	Trailer 7	OK		
Steel wire	Steel utility wire	1RL	Trailer 7	OK		
Strap	Nylon strap	2RLS	Trailer 7	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:		CHS and Exxon/Mobile Spill Response Teams	LAST INSP 6/5/12			
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
OTHER EQUIPMENT						
BOAT	18 ft. Jet Boat - Inboard 302 HP Modified to carry boom fore and aft, work lights, (Boat #MT1102AH - Hull ID #MJG18209L989	1	Exxon Refinery			
BOAT	16 ft. Custom Boat - w/ 150 hp Johnson Outboard Jet, side & bow rails S/N WLG16118A101 (Motor 04939795)	1	Phillips66 Refinery			
BOAT-TRAILER	EZ Loader Boat Trailer for 16	1	Phillips66 Refinery			
BOAT-TRAILER	Easy-Loader Boat Trailer for 18 ft. Jet Boat	1	Exxon Refinery			

ARTICLE 32 - SURVIVAL

32.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

THE O'BRIEN'S GROUP

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: *K. Tim Perkins*
Printed Name: K. TIM PERKINS
Title: CEO
Date: 5/17/07
Taxpayer ID #: 95-4540857

By: *Mark F. Shires*
Printed Name: Mark F. Shires
Title: Senior Vice-President - Operations
Date: 7-13-07

Approved as to form
and content by
Legal and Contracts

[Signature]

Air trailer [10 bottle to 32 bottle trailers]

Scab 30 min air packs

Ski packs 5 min air packs [escape]

Taglines and Harnesses

5 in X 10 ft sorbent booms

8 in X 10 ft sorbent booms

15 in X 19 in sorbent pads [bale of 100]

30 in X 150 ft sorbent rolls

Air monitors [to test gas in air]

Hand portable Gas monitors

Deacon trailer

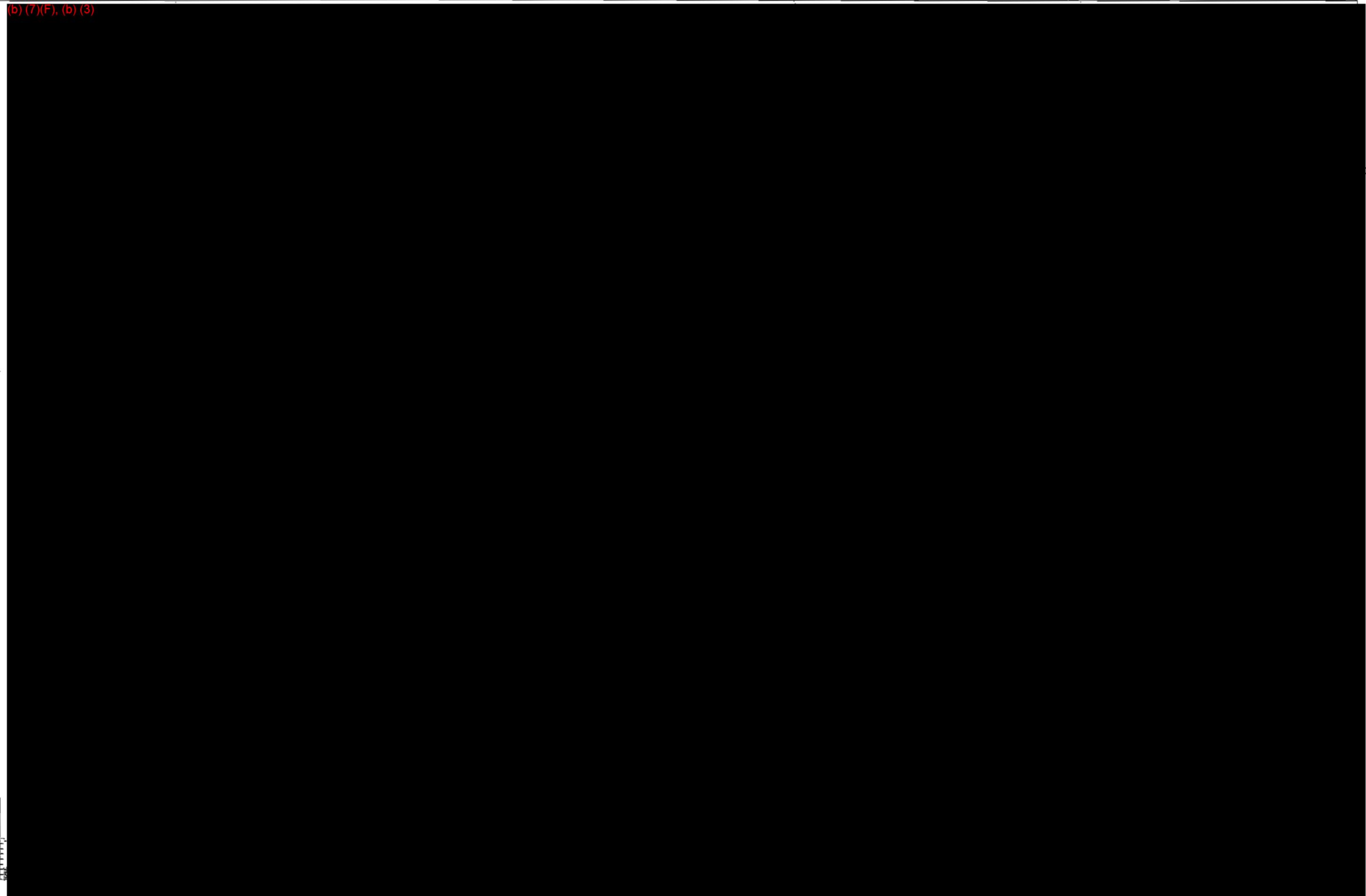
Type [disposable] coveralls

Gloves

Rescue equipment

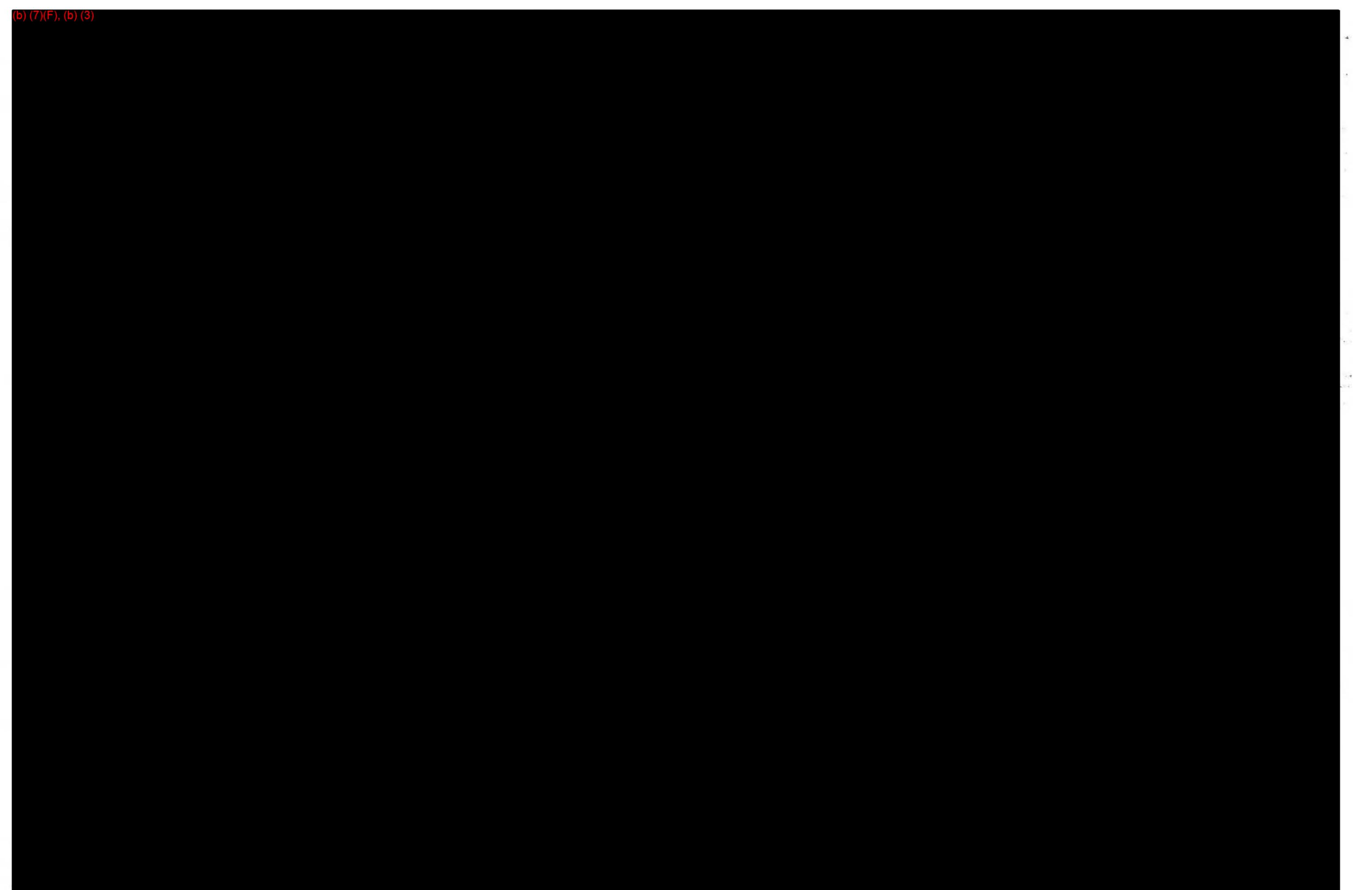
And a man for supervisor etc

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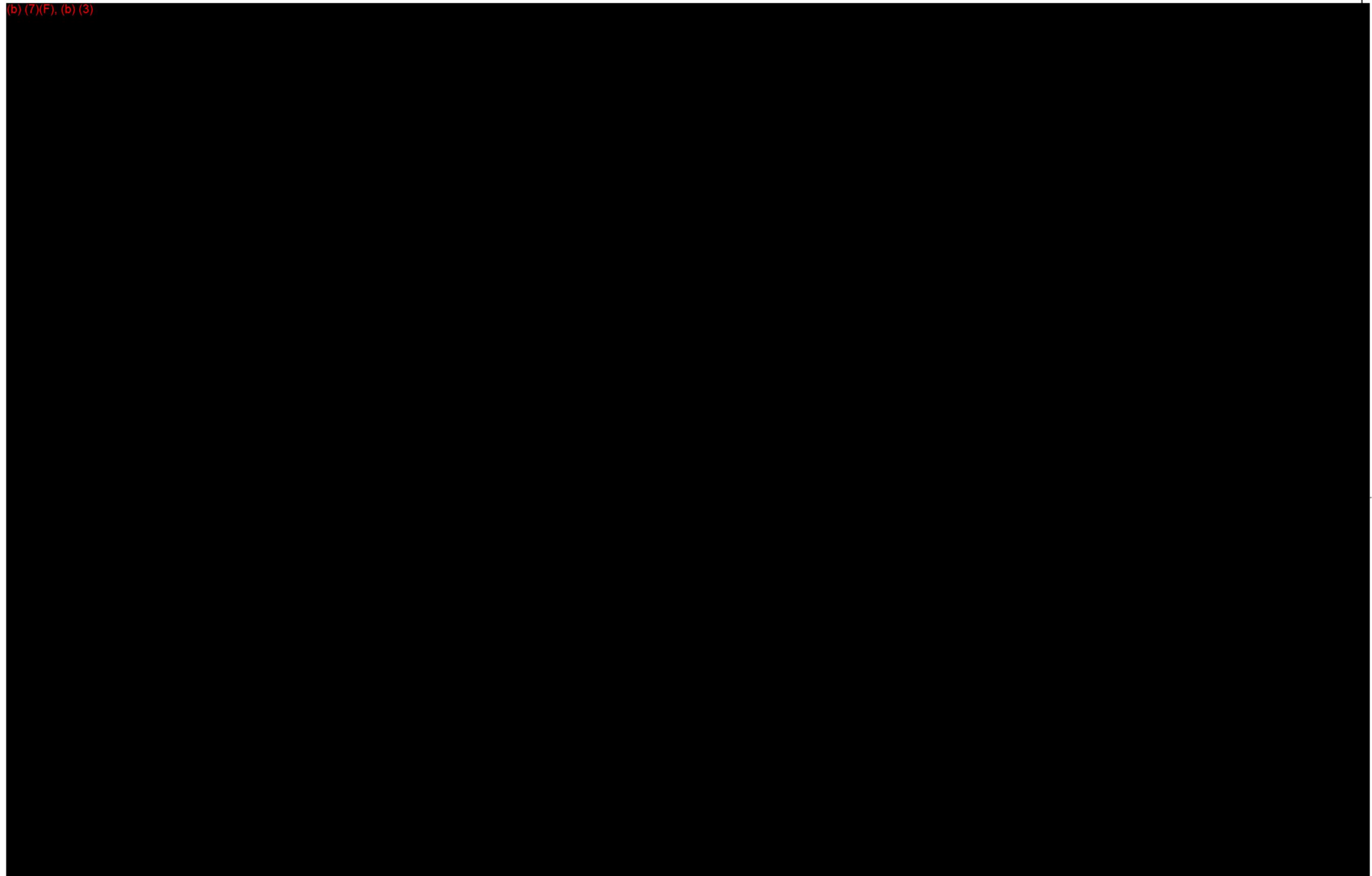






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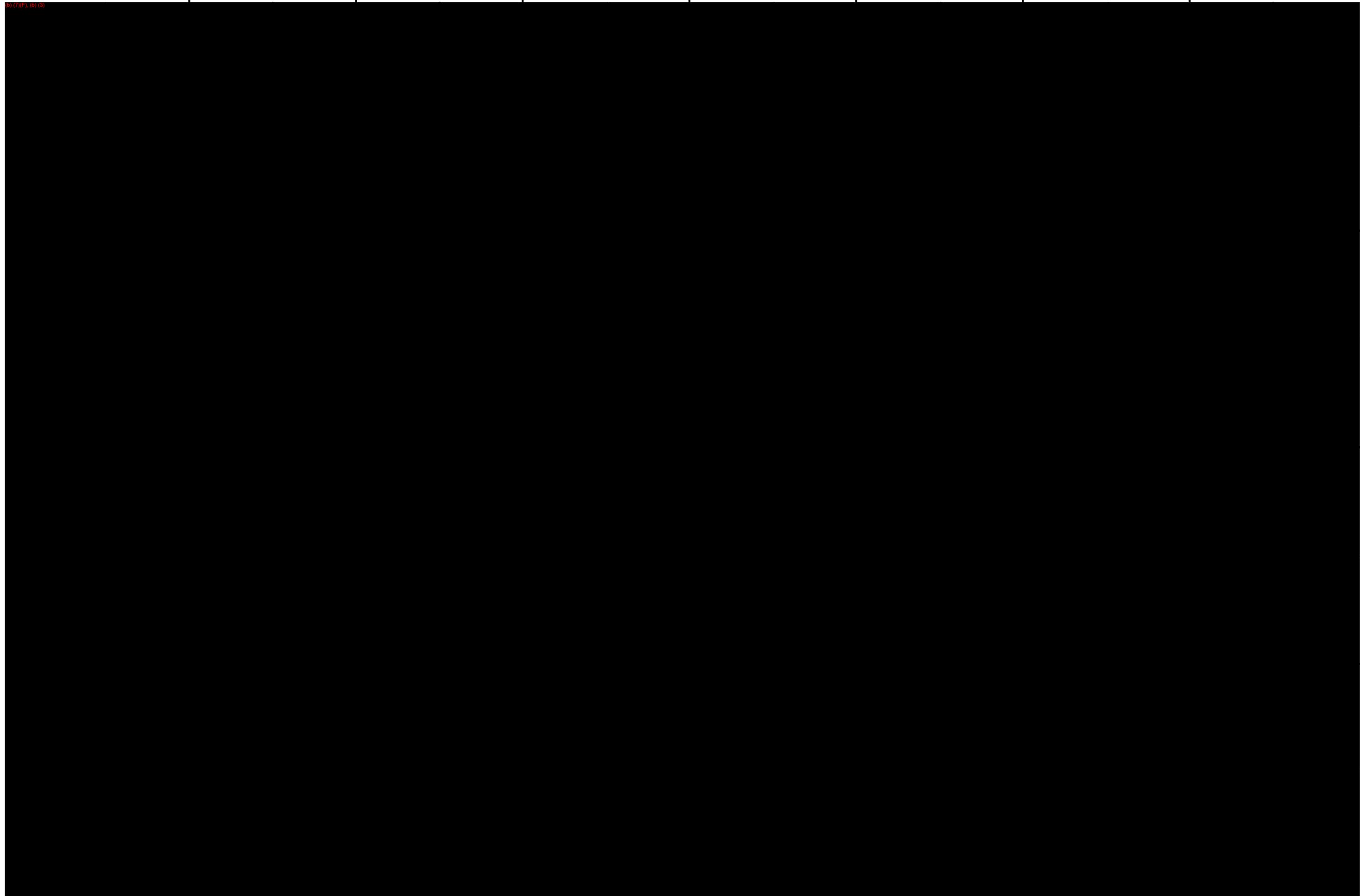
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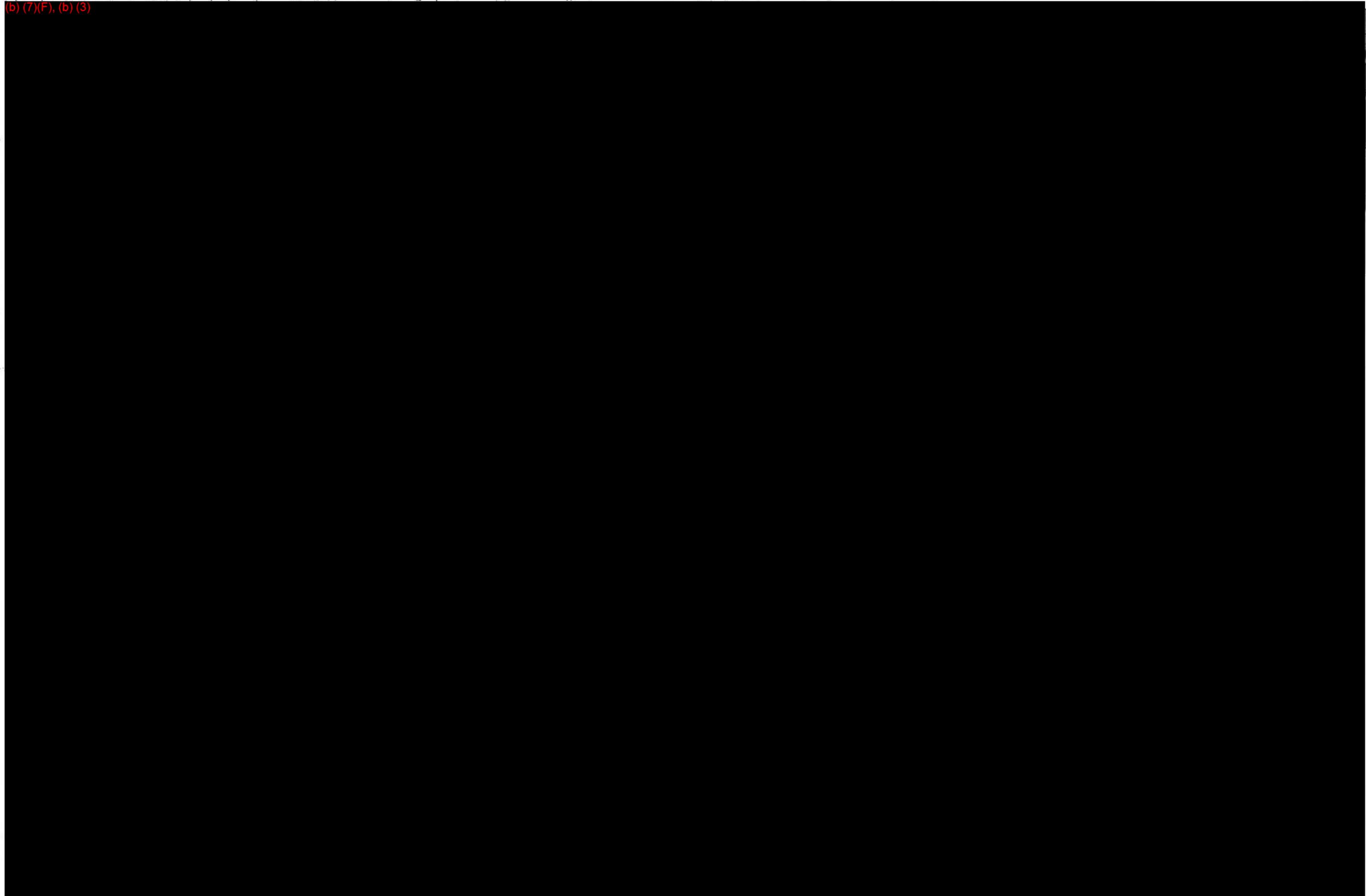


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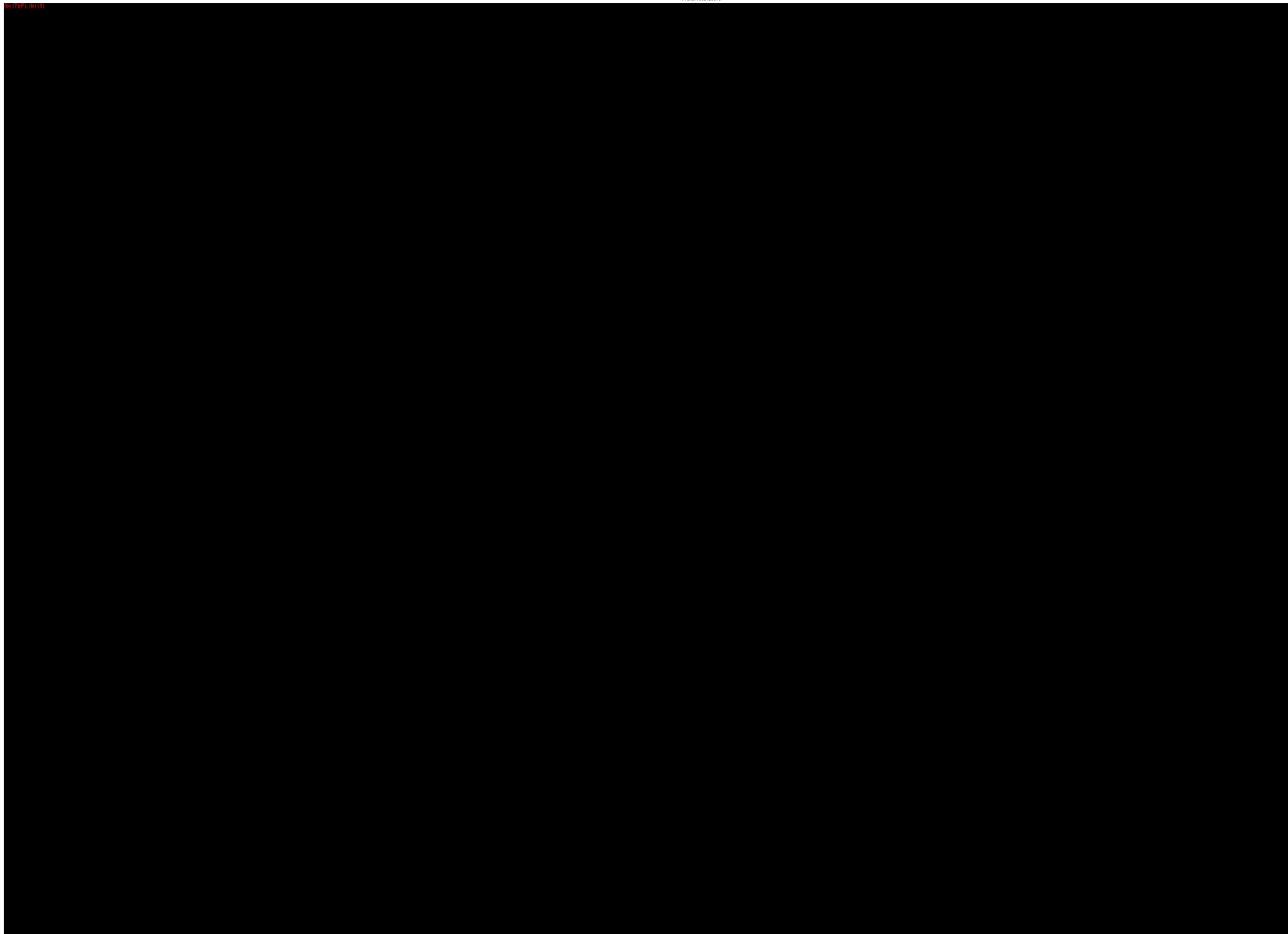
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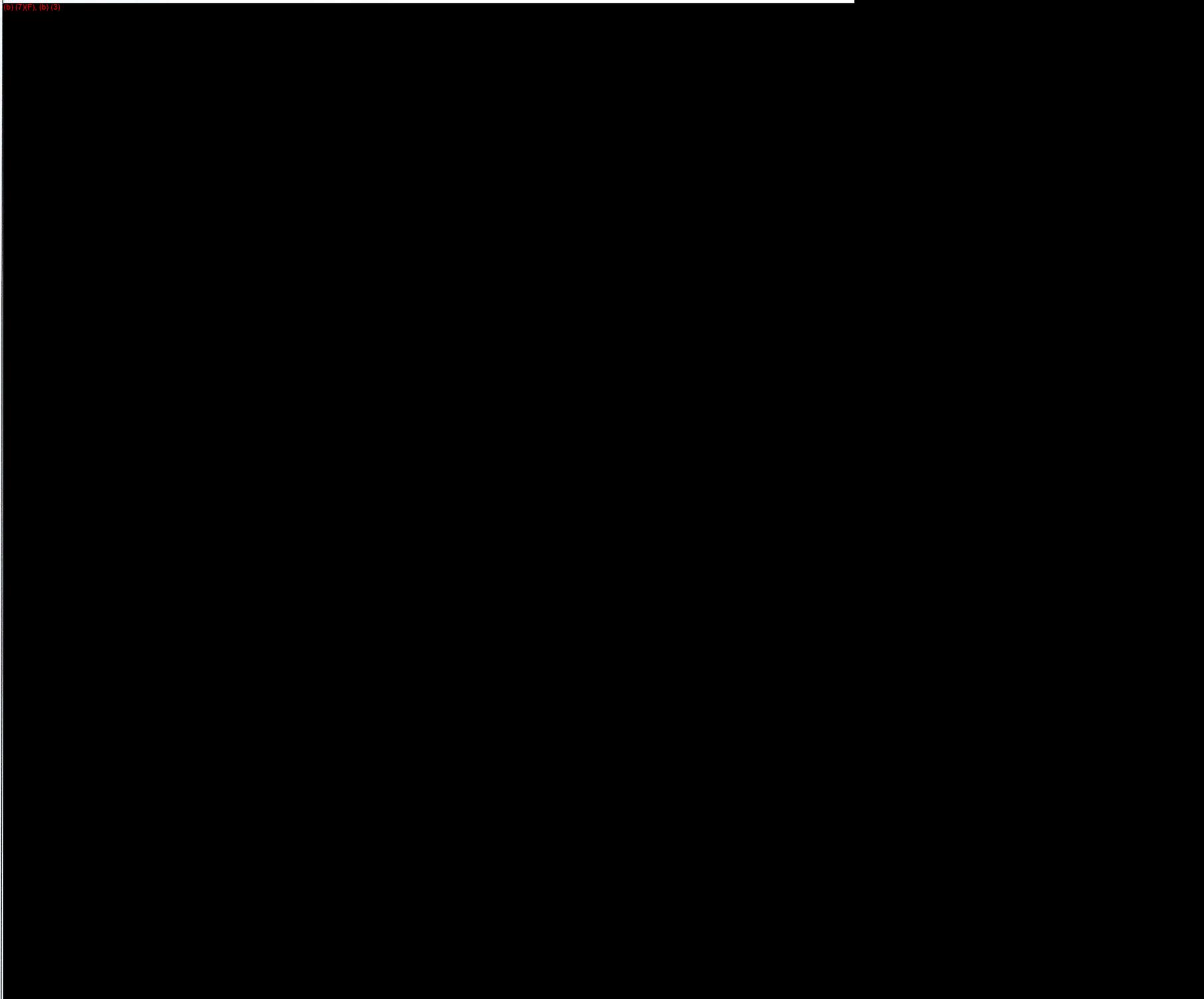
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PRELIMINARY PLAT
GREAT DIVIDE SUBDIVISION
LANDOWNERS/SUBDIVIDERS: BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN PIPELINE SYSTEM LLC
NORTH HALF OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST,
6th P.M., SWEETWATER COUNTY, WYOMING

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



CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN PIPELINE SYSTEM LLC, BEING THE SOLE OWNERS OF THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

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

THIS SUBDIVISION AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND UTILITY EASEMENTS, AND THAT THE UNDERSIGNED OWNERS OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS, ALLEYS, EASEMENTS, AND OTHER LANDS WITHIN THE BOUNDARY LINES OF THE PLAT AS INDICATED AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE, AND THAT ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS ___ DAY OF ___, 20__ BY:

REPRESENTATIVE OF BP AMERICA PRODUCTION COMPANY

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ OF BP AMERICA PRODUCTION COMPANY, A DELAWARE CORPORATION, THIS ___ DAY OF ___, 20__.

AS A FREE AND VOLUNTARY ACT AND DEED WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

EXECUTED THIS ___ DAY OF ___, 20__ BY:

REPRESENTATIVE OF ROCKY MOUNTAIN PIPELINE SYSTEM LLC

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ OF ROCKY MOUNTAIN PIPELINE SYSTEM LLC, A DELAWARE LIMITED LIABILITY COMPANY, THIS ___ DAY OF ___, 20__.

AS A FREE AND VOLUNTARY ACT AND DEED WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL OF COUNTY ENGINEER

APPROVED THIS ___ DAY OF ___, A.D., 20__, BY THE COUNTY ENGINEER OF SWEETWATER COUNTY, WYOMING.

COUNTY ENGINEER _____

OSHA
ALL WELL SITES, BUILDINGS, AND CHEMICAL STORAGE SHALL MEET AND FALL UNDER OSHA GUIDELINES. IN ADDITION, THE ENTIRE SITE MUST MEET ALL LOCAL, STATE, AND FEDERAL REGULATIONS.

STATEMENT OF SURVEYOR:

BRIAN L. FORBES STATES HE IS BY OCCUPATION A REGISTERED LAND SURVEYOR EMPLOYED BY BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN PIPELINE SYSTEM LLC TO MAKE A SURVEY OF THE BOUNDARY OF A PARCEL AREA AS DESCRIBED AND SHOWN HEREON; THAT THE SURVEY OF SAID WORK WAS MADE UNDER HIS SUPERVISION AND AUTHORITY, COMMENCING ON THE 20th DAY OF APRIL, 2009; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS PLAT.



CERTIFICATE OF ACCEPTANCE AND APPROVAL BY THE SWEETWATER COUNTY BOARD OF COUNTY COMMISSIONERS

THIS PLAT APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SWEETWATER COUNTY, WYOMING, THIS ___ DAY OF ___, 20__ FOR FILING WITH THE CLERK AND RECORDER OF SWEETWATER COUNTY, AND FOR CONVEYANCE TO THE COUNTY OF THE PUBLIC DEDICATIONS SHOWN HEREON, SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES SWEETWATER COUNTY FOR FINANCING OR CONSTRUCTING OF IMPROVEMENTS ON LANDS, STREETS, OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF COUNTY COMMISSIONERS, AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE SWEETWATER COUNTY FOR MAINTENANCE OF STREETS WHICH ARE NOT DEDICATED TO THE PUBLIC NOR UNTIL ALL IMPROVEMENTS SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS.

DATED THIS ___ DAY OF ___, 20__.

CHAIRMAN _____

CERTIFICATE FOR RECORDING BY COUNTY CLERK AND RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER AT ___ O'CLOCK ___ M., ___ A.D., 20__, AND IS DULY RECORDED IN BOOK ___, PAGE NO. ___.

CLERK AND RECORDER _____

BY: _____
DEPUTY

CERTIFICATE OF APPROVAL BY THE SWEETWATER COUNTY PLANNING AND ZONING COMMISSION

THIS PLAT WAS APPROVED BY THE SWEETWATER COUNTY PLANNING AND ZONING COMMISSION THIS ___ DAY OF ___, A.D., 20__.

CHAIRMAN _____

DRAINAGE/SOILS

INDIVIDUAL LOT OWNERS SHALL BE REQUIRED TO SUBMIT A DRAINAGE/GRADING PLAN AND REPORT AT THE TIME OF APPLYING FOR THE INITIAL SWEETWATER COUNTY CONSTRUCTION/USE PERMIT OR SIGNIFICANTLY CHANGING LOT DRAINAGE SYSTEMS. THE DRAINAGE/GRADING PLAN MUST SHOW THAT THE INDIVIDUAL LOT OWNERS ARE CONVEYING HISTORIC AND DEVELOPED DRAINAGE IN A MANNER THAT DOES NOT ADVERSELY AFFECT NEIGHBORING PROPERTIES. THIS REPORT SHALL BE PREPARED, SIGNED AND STAMPED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF WYOMING. ANY IMPROVEMENTS IDENTIFIED BY THIS REPORT SHALL BE INSTALLED PRIOR TO THE ISSUANCE OF ANY SWEETWATER COUNTY CONSTRUCTION/USE PERMITS. LOT OWNERS ARE PROHIBITED FROM OBSTRUCTING OR ALTERING ANY DRAINAGE WAY. NO WATER RIGHTS ARE BEING CONVEYED WITH THIS PLAT.

SOIL TYPES

SEE ATTACHED DOCUMENT FOR SOIL TYPES, AS INDICATED BY DATA SUPPLIED BY THE SWEETWATER COUNTY CONSERVATION DISTRICT. DEVELOPERS SHOULD NOTE: SOILS WITHIN THIS SUBDIVISION ARE SUSCEPTIBLE TO WIND EROSION AND THEIR SALINITY AND ALKALINITY MAY RESTRICT PLANT GROWTH.

SOILS REPORT

SOIL CONDITIONS MAY VARY SIGNIFICANTLY WITHIN THE SUBDIVISION. TO ENCOURAGE SOUND BUILDING CONSTRUCTION, A GEOTECHNICAL ENGINEER SHOULD REFER TO THE SUBDIVISION SOILS REPORT FOR THE SUBDIVISION AND INSPECT THE BUILDING SITE AND FOUNDATION EXCAVATION FOR POTENTIAL SOIL PROBLEMS. THE ENGINEER SHOULD, IF NECESSARY, MAKE CONSTRUCTION RECOMMENDATIONS TO ADDRESS THE POTENTIAL NEGATIVE AFFECTS OF ANY IDENTIFIED SOIL PROBLEMS.

FLOOD PLAIN

THE SUBDIVISION IS NOT LOCATED IN ANY FLOOD ZONE INDICATED ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 560087 0053 A. EFFECTIVE DATE: AUGUST 1, 1978

CERTIFICATE OF APPROVAL OF TOWN OF WAMSUTTER

APPROVED THIS ___ DAY OF ___, A.D., 20__, BY THE TOWN OF WAMSUTTER, WYOMING, A MUNICIPAL CORPORATION

MAYOR _____

STATE OF _____ }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THE MAYOR OF THE TOWN OF WAMSUTTER, A MUNICIPAL CORPORATION, THIS ___ DAY OF ___, 20__.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

FIRE CODE

PROPERTIES INCLUDED ON THIS PLAT HAVE BEEN REVIEWED UNDER THE 2006 INTERNATIONAL FIRE CODE.

REVISIONS					
NO.	DATE	DESCRIPTION	BY	NO.	DATE

1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-6028

PRELIMINARY PLAT
GREAT DIVIDE SUBDIVISION
BP AMERICA PRODUCTION COMPANY AND ROCKY MOUNTAIN PIPELINE SYSTEM LLC
NENW & NWNE OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 94 WEST,
6th P.M., SWEETWATER COUNTY, WYOMING

EXHIBIT A - SHEET 1 OF 4 JOB No.: 13094

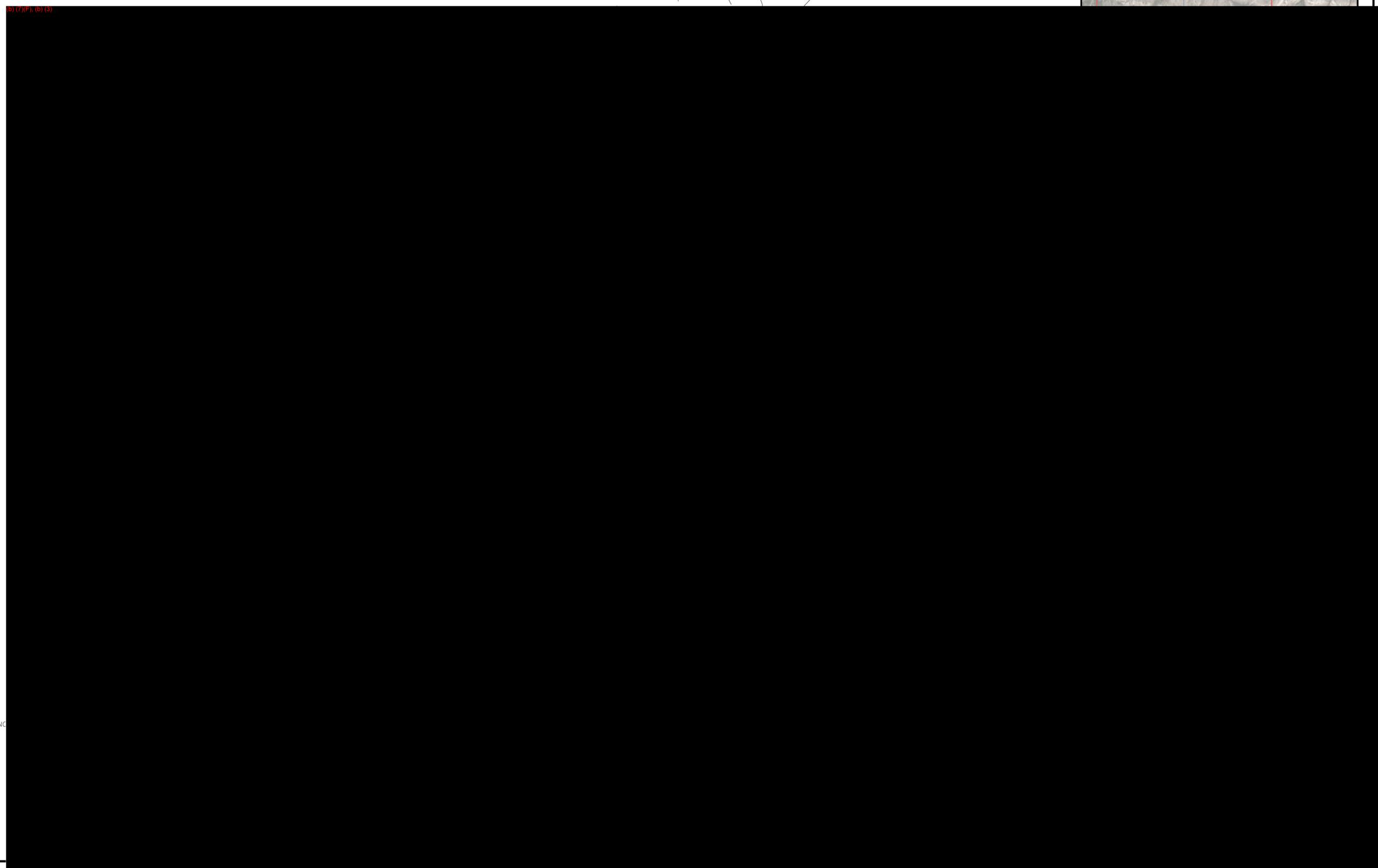
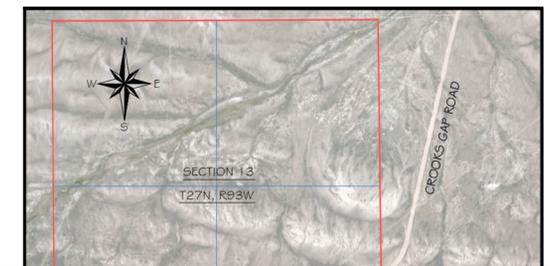
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LEGEND (EX. FEATURES)

- POST
- ☒ FIRE EXTINGUISHER
- ☆ LIGHT POLE
- POWER POLE
- ✚ VALVE
- ▣ UTILITY PEDESTAL/BOX
- ⚡ PIPELINE MARKER
- OIL — PETROLEUM LINE
- 6 FOOT CHAIN LINK FENCE W/ BARB WIRE
- > DITCH FLOWLINE
- ▨ GRAVEL SURFACE
- ⇒ DRAINAGE
- ◁ WINDSOCK
- MUSTER POINT

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TECHNICAL RESPONSE PLANNING
CORPORATION

QUALITY SERVICES SINCE 1995

August 1, 2013

Facility Response Plans Officer
Pipeline and Hazardous Material Safety
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, D.C. 20590

RE: Spill Response Plan for Plains Pipeline, L.P. Rocky Mountain Crude Zone (PHMSA Sequence Number 1694)

Dear Facility Response Plans Officer:

Enclosed is one flash drive of the above referenced plan for your review and approval. Please direct all questions and correspondence to Clifton Tholl (Environmental & Regulatory Compliance Specialist II) at Plains Pipeline, L.P., 1575 Hwy 150 S., Suite E, Evanston, WY 82930 or (307) 783-7500 ext. 3.

Respectfully,
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond
Senior Project Manager

Federal Express



TECHNICAL RESPONSE PLANNING
CORPORATION

QUALITY SERVICES SINCE 1995

August 28, 2010

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: Sequence Number #1694 Plains Pipeline, L.P. (Plains), Rocky Mountain Response Zone

Sequence Number #1694 Plains Pipeline, L.P. (Plains), Rocky Mountain Products Response Zone

Dear Ms. Barber:

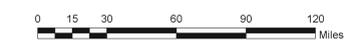
Enclosed are two copies of the Plains Pipeline, L.P. (Plains), Rocky Mountain Response Zone and Rocky Mountain Products Response Zone Oil Spill Response Plan for your review and approval. These two plans were submitted together in the past and currently have the same Sequence Number. Please direct all questions and correspondence to Clifton T. Tholl (DOT Regulatory Compliance Specialist) at Plains Pipeline, L.P. 1575 Hwy 150 S. Suite E Evanston, WY 82930 or 307-783-8003.

Sincerely,
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond
Senior Project Manager

Federal Express

Cc: Clifton T. Thol
Jordan Janak



Rocky Mountain Division Pipelines & Gathering Systems

Crude Oil & Products	Scale: 1:1,500,000
Colorado, Montana, N. Dakota, S. Dakota, Utah, Wyoming	Sheet No.: 1/1



PHMSA 000126090

Contract No. 026450-03835- PMLP. 2.17

MAJOR SERVICE CONTRACT
PLAINS MARKETING, L. P.
333 Clay, Suite 1600
Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 1st day of October, 2009, by and between **Plains Marketing, L.P.**, a Texas limited partnership, and **Its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **United States Environmental Services, Inc.** with a mailing address of 1075 Mendell Davis Drive, Jackson, Mississippi 39272 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Marketing Canada, L.P., Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Pacific Terminals LLC, CDM Max, LLC, as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.

1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.

- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.
- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective October 1, 2009 to October 1, 2010 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or

variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS,**

LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:

- (I) PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
- (II) PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,**
- (III) TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY COMPANY GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS AGREEMENT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS AGREEMENT,**
- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW,**
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND**

(VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR AND IS CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OF CONTRACTOR GROUP. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS SECTION 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT, AND CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OR OTHER FAULT OF CONTRACTOR.

8.4 THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company:

9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws

and requirements in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.

- 9.1.2 **Commercial General Liability Insurance**, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Agreement;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 **Business Automobile Liability Insurance**, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 **Aircraft Liability**, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.5 **Marine Liability**, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving

operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;

Five Million Dollars (5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving the construction or repair of a tank(s) or for Work involving an open trench six feet deep or deeper or for hot work:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;

Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.7 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of the liabilities contractually assumed under this Contract by CONTRACTOR. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

- 9.1.8 Subcontractors CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the

subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

- 9.1.9 **THIS PARAGRAPH 9.1.9 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 et seq., COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto and incorporated herein as Exhibit C. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.
- 10.2 COMPANY is a subscriber to ISNetworld. ISNetworld is responsible for monitoring contract compliance including, health and safety information, and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetworld. If CONTRACTOR is not currently a subscriber to ISNetworld, CONTRACTOR shall become a member by contacting ISNetworld at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetworld.com). CONTRACTOR subscription fees to ISNetworld are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):

- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
- (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
- (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractor's and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work

Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

- 14.2 In the event of a breach or default by either party to this Agreement, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to affect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.

- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA"). These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this Section 16.6.
- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with Section 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in Section 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

SECTION 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in Section 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in Section 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probably filing of adverse claims or liens;

- (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or
 - (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.
- 17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

- 18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.
- 18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

- 19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto and incorporated herein as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 21 - INDEPENDENT CONTRACTOR

- 21.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.

- 21.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - FORCE MAJEURE

- 22.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 22.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 23 - SUBCONTRACTING AND ASSIGNMENTS

- 23.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 23.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 23.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide, that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include

the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

“Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates.”

- 23.4 “Contract Documents” shall mean this Agreement, the Exhibits to this Agreement, documents listed in, and incorporated by reference in this Agreement, and Modifications issued after execution of this Agreement. A “Modification” is (1) a written amendment to this Agreement signed by both parties, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by or on behalf of Plains Marketing, L.P. or its Affiliates. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor’s Bid Documents.

CONTRACTOR shall obtain a written agreement from each of its subcontractors, which agreement shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its Affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. which the CONTRACTOR has against Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 24 - GOVERNING LAW

- 24.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY’s site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 25 – PERMITS

- 25.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 26 – NOTICES

- 26.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

**Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Kelly M. Tarr, Contracts and Insurance Specialist
Facsimile: 713-289-7422**

- 26.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

**Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216**

ARTICLE 27 - ENTIRETY OF CONTRACT

- 27.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 27.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 27.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 28 – SEVERABILITY

- 28.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other

jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 29 – BINDING EFFECT

29.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.

29.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30 - HEADINGS

30.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 31 - WAIVER

31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.

32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

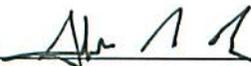
ARTICLE 33 - SURVIVAL

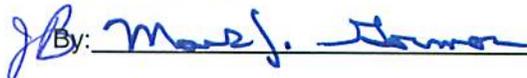
33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

UNITED STATES ENVIRONMENTAL SERVICES, INC.

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 

By: 

Printed Name: Thomas P. Bayham

Printed Name: Mark J. Gorman

Title: CAO

Title: Senior Vice-President

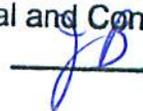
Operations and Business Development

Date: 9/29/09

Date: 10/5/09

Taxpayer ID #: 72-1334322

Approved as to form
and content by
Legal and Contracts



PHMSA Form 100-1 (Rev. 10-2009) (Instructions on back of form)

PHMSA Form 100-1
By: _____
Date: _____

PHMSA Form 100-1
By: _____
Date: _____

[Handwritten signature]

[Handwritten signature]

PHMSA Form 100-1

Approved as to form
and content by
Legal and Compliance
[Signature]

PHMSA Form 100-1

Exhibit A

**COMPANY POLICIES
APPLICABLE TO CONTRACTORS**

CONTRACTOR agrees to comply as follows:

- (I) **(No Smoking Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) **(Anti-Harassment Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) **(Weapons Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) **(Safety and Security Policy)**. To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) **(Drug and Alcohol Policy)**. To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but

not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:
 - 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 - 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 - 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean **Plains Marketing, L. P.** and any of its **affiliates** which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-drug
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B

I. EQUAL OPPORTUNITY (applicable to all contracts and purchase orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. EQUAL OPPORTUNITY FOR WORKERS
WITH DISABILITIES**

**(applicable to all contracts and purchase
orders in excess of \$10,000)**

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS**
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system,

there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (applicable to contracts in excess of \$500,000)

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--
(i) The dangers of drug abuse in the workplace;
(ii) The contractor's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. **SAFETY MEETINGS**

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. **SMOKING**

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. **SIGNS**

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. **LOCK-OUT/TAG-OUT**

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. **CONFINED SPACE ENTRY**

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. **HOT WORK/OTHER HAZARDOUS WORK**

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. **HAZARD COMMUNICATION**

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.



Contract No. 026450-04868-PMLP.2.17

MAJOR SERVICE CONTRACT

PLAINS MARKETING, L. P.

333 Clay, Suite 1600

Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 20TH day of October, 2011 by and between **Plains Marketing, L.P.**, a Texas limited partnership, **and its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **Worley Catastrophe Response** with a mailing address of **P.O. Box 249, Hammond, Louisiana 70404** (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Midstream Canada ULC, Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Plains Products Terminals LLC, CDM Max, LLC, and Plains Pipeline – North Dakota LLC as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR (the "Work Order").
The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.
- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.
- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.
- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective **October 20, 2011** to **October 19, 2014** and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum Work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material

- costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.
- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the COMPANY'S authorized representative.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall

continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.

- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties or guarantees under this Contract, and any warranties or guarantees made or given by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. Manufacturer's or distributor's warranties or guarantees for goods or equipment should be issued directly to COMPANY as purchaser. If not issued to COMPANY, then CONTRACTOR hereby assigns to COMPANY (if assignable), or shall enforce for the benefit of the COMPANY (if not assignable) any warranty or guarantee provided by manufacturers or sellers of goods or equipment which are sold to, or installed by CONTRACTOR in the Work or incorporated into, the Work. Such assignment shall not release or novate the manufacturer's or distributor's warranty obligations to CONTRACTOR nor shall COMPANY be entitled to a double recovery.
- 7.6 If there is a defect in, or failure of, the goods or equipment furnished or installed in connection with the Work, Contractor's warranty hereunder is hereby supplemented with the applicable manufacturer's or distributor's warranty.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES, TO THE EXTENT OF ITS NEGLIGENT ACTS OR OMISSIONS OR DISREGARD FOR ITS DUTIES UNDER THIS CONTRACT OR LAW, TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS, LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:**
- (I) PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
 - (II) PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,**
 - (III) TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER**

DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS CONTRACT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS CONTRACT,

- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER,
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, AND
- (VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL, TO THE EXTENT OF ITS NEGLIGENT ACTS OR OMISSIONS OR DISREGARD FOR ITS DUTIES UNDER THIS CONTRACT OR LAW, ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS PARAGRAPH 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT. CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF CONTRACTOR.

- 8.4 **IN ADDITION TO THE FOREGOING, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY GROUP AGAINST A CLAIM FOR BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT OR ITS SUBCONTRACTOR OF ANY TIER REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP.**
- 8.5 **THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS CONTRACT.**

ARTICLE 9 - INSURANCE

- 9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. CONTRACTOR acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of COMPANY, which consent is solely in the discretion of the COMPANY:
- 9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws and requirements in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.
- 9.1.2 Commercial General Liability Insurance, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Contract;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 Aircraft Liability, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence.

- 9.1.5 Marine Liability, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Professional Liability Insurance, if applicable, CONTRACTOR agrees to and shall maintain in full force and effect, at all times a policy or policies of insurance containing a minimum Five Million Dollars (\$5,000,000) coverage per occurrence for errors and omissions for professional liability.
- 9.1.7 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;
Five Million Dollars (\$5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving: construction or repair of a tank(s) or vessels or pipelines; an open trench six feet deep or deeper; drilling or boring; hot work; tank or vessel cleaning; confined space entry:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;
Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.8 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of CONTRACTOR's negligent acts or omissions or disregard for its duties under this Contract or law, including paragraph 8.4. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

9.1.9 Subcontractors. CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

9.1.10 **THIS PARAGRAPH 9.1.10 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all Work in such manner as to cause a minimum of interference with COMPANY's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto as Exhibit C and incorporated herein. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by COMPANY.
- 10.2 COMPANY is a subscriber to ISNetworld. ISNetworld is responsible for monitoring contract compliance including health and safety information and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetworld. If CONTRACTOR is not currently a subscriber to ISNetworld, CONTRACTOR shall become a member by contacting ISNetworld at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetworld.com). CONTRACTOR subscription fees to ISNetworld are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The COMPANY maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):
- (a) It is the policy of COMPANY that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on COMPANY property is prohibited;
 - (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
 - (c) Entry onto COMPANY property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving COMPANY property, and;
 - (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from COMPANY's property, at the sole discretion of COMPANY.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, COMPANY, or any third party occurs on COMPANY's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon COMPANY's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to COMPANY's designated representative set forth in Article 27 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to COMPANY's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide COMPANY with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than COMPANY, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractors and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.
- 14.2 In the event of a breach or default by either party to this Contract, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 23 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to effect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.
- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA"). These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this paragraph 16.6.
- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with paragraph 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in paragraph 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

ARTICLE 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in paragraph 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in paragraph 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probable filing of adverse claims or liens;
 - (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or
 - (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.
- 17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

- 18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.
- 18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or

drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

- 19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto as Exhibit A and incorporated herein. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish COMPANY evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and must submit a copy to COMPANY prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community

Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

20.7 CONTRACTOR agrees that, to the extent the work performed pursuant to this Contract relates to the Consent Decree ("CD") dated September 20, 2010, between COMPANY and the United States Environmental Protection Agency, compliance with the relevant provisions of the CD is required and is of the essence of this Contract.

20.7.1 CONTRACTOR acknowledges receipt of the relevant portions of the CD, which are attached hereto as Exhibit D.

20.7.2 In the event of a material breach of CONTRACTOR's obligations under this Contract which result in a violation of the CD, COMPANY shall be entitled to recover from CONTRACTOR, in addition to any other relief provided by this Contract and by law, a sum of money, not to exceed two (2) times the total fees paid to CONTRACTOR pursuant to any relevant Work Order(s), or in the absence of any relevant Work Order(s), the relevant project pursuant to the Contract, to reimburse the COMPANY for any penalty paid by COMPANY on account of CONTRACTOR's actions or omissions which result in violation(s) of the CD, including court costs and reasonable attorney's fees incurred in connection with the enforcement of this provision. For the avoidance of doubt, this provision is not intended to create any right to recover attorney's fees or costs for any reason other than the enforcement of this provision regarding penalties assessed in connection with CONTRACTOR's non-compliance with the CD.

ARTICLE 21 - INDEPENDENT CONTRACTOR

- 21.1 CONTRACTOR is an independent contractor with the right to supervise, manage, control, and direct the manner, techniques, procedures, and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.
- 21.2 COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - CONTRACTOR DUTIES

- 22.1 CONTRACTOR shall inspect, prior to commencement of the Work, the premises and facilities for dangers or conditions which may result in personal injury, death or property damage and provide adequate warning to its employees, contractors, and invitees and the necessary precautions.
- 22.2 CONTRACTOR shall supervise and direct the Work safely, efficiently, and with its best skill and attention.
- 22.3 CONTRACTOR shall assure that the finished Work complies accurately with the Contract Documents.
- 22.4 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to:
- (a) all employees on the Work and other persons who may be affected by the Work;

- (b) all the Work and all materials or equipment to be incorporated in the Work, whether in storage on or off the site; and
- (c) other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

ARTICLE 23 - FORCE MAJEURE

- 23.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 23.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 24 - SUBCONTRACTING AND ASSIGNMENTS

- 24.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 24.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 24.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

“Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates.”

- 24.4 “Contract Documents” shall mean this Contract, the Exhibits to this Contract, documents listed in, and incorporated by reference in this Contract, and Modifications issued after execution of this Contract. A “Modification” is (1) a written amendment to this Contract signed by both Parties, (2) a Construction Change Order or (3) a written order for a minor change in the Work issued by or on behalf of the COMPANY. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor’s Bid Documents.

CONTRACTOR shall obtain a written contract from each of its subcontractors, which contract shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. or its affiliates which the CONTRACTOR has against Plains Marketing, L.P. or its affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 25 – GOVERNING LAW

- 25.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY’s site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 26 – PERMITS

- 26.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 27 – NOTICES

27.1 All statements, insurance certificates and other routine correspondence shall be sent to COMPANY by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

If to COMPANY:
Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Contracts and Insurance
Facsimile: 713-289-7422

If to CONTRACTOR:

27.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

If to COMPANY:
Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216

If to CONTRACTOR:

ARTICLE 28 – ENTIRETY OF CONTRACT

28.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.

28.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.

28.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 29 – SEVERABILITY

29.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 30 – BINDING EFFECT

- 30.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.
- 30.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 31 – EXHIBITS AND WORK ORDERS

- 31.1 Each Exhibit to this Contract and any Work Orders issued pursuant hereto are incorporated herein and made a part hereof for all purposes.

ARTICLE 32 – WAIVER

- 32.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 33 – ETHICAL BUSINESS PRACTICES

- 33.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 33.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 34 – SURVIVAL

- 34.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

WORLEY CATASTROPHE RESPONSE

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 

Name: Michael A. Naley

Title: CEO

Date: 11/3/11

Taxpayer ID #: 26-2589139

By: 

Name: James L. Ferrell

Title: Vice President - Supply Chain Management

Date: 11/13/11

**EXHIBIT A
COMPANY POLICIES APPLICABLE TO CONTRACTORS**

- I. CONTRACTOR agrees to comply as follows:
- a. (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
 - b. (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
 - c. (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.
 - d. (Search Policy). COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.
 - e. (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
 - f. (Drug and Alcohol Policy).
 - i. To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 1. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 2. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 3. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.
 - ii. CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.
 - iii. The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

- iv. If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.
- v. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- vi. COMPANY conducts drug and alcohol testing under the following circumstances:
 - 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 - 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 - 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.
 - a. COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.
 - b. Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FMCSA regulations.
 - 4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
 - 5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
 - 6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.
- g. Definitions Contained in COMPANY's Policy
 - i. Company: "COMPANY" shall mean **Plains Marketing, L. P.** and any of **its affiliates** which are listed herein.

- ii. Unauthorized Drugs: For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".
 - iii. Authorized Substances: Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".
 - iv. Company Premises: "Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.
 - v. Alcohol: "Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.
 - vi. Under the Influence of Alcohol: "Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.
 - vii. Blood Alcohol Content: Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.
 - viii. Contraband: "Contraband" for purposes of this Policy shall mean drug paraphernalia.
 - ix. Laboratory Testing: "Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.
 - x. Personal Search: "Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.
 - xi. Policy Violations: COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.
- h. Resource Listing
- i. American Council for Drug Education 800-488-drug
 - ii. Compliance Services 318-457-2443
 - iii. DISA Contractors Consortium 800-752-6432
 - iv. Drug Regulations Compliance, Inc. 318-868-7569

- | | |
|---------------------------------------------------------------------------------|--------------|
| v. Institute for a Drug Free Workplace | 202-842-7400 |
| vi. National Clearinghouse for Alcohol & Drug
Information Workplace Helpline | 800-843-4971 |
| vii. National Institute on Drug Abuse | 301-443-6245 |
| viii. Pipeline Testing Consortium, Inc.
DOT 49CFR, Parts 192, 195 & 199 | 316-669-8800 |

EXHIBIT B**I. EQUAL OPPORTUNITY**

(applicable to all contracts and purchase orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
(applicable to all contracts and purchase orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

III. AFFIRMATIVE ACTION FOR DISABLED AND VIETNAM ERA VETERANS

(applicable to contracts and purchase orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
- (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

(applicable to contracts in excess of \$500,000)

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c)The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d)In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirrtails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

EXHIBIT D
CONSENT DECREE

FOR THE SOUTHERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
PLAINS ALL AMERICAN PIPELINE,)	
L.P.; PLAINS PIPELINE, L.P.; PLAINS)	
MARKETING GP INC.; and PLAINS)	
MARKETING, L.P.,)	
)	
Defendants.)	

CONSENT DECREE

Plaintiff, United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a Complaint in this action concurrently with the lodging of this Consent Decree, alleging that the Defendants, Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (hereinafter collectively referred to as "Plains"), are liable for civil penalties and injunctive relief to the United States pursuant to the Clean Water Act ("CWA" or the "Act"), 33 U.S.C. § 1251 et seq., as amended.

Plains neither admits nor denies any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I of this Consent Decree (Jurisdiction and Venue), and with the consent of the Parties, **IT IS HEREBY ADJUDGED, ORDERED, AND DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section(s) 309(b), 309(d), 311(b), and 311(n) of the CWA,

33 U.S.C. §§ 1319(b), 1319(d), 1321(b), and 1321(n). This Court has personal jurisdiction over the Parties to this Consent Decree. Venue is appropriate in this District pursuant to 33 U.S.C. § 1319(b) and 28 U.S.C. §§ 1391(b) and (c), and § 1395(a), because Plains resides, is located, and otherwise may be found in this judicial district, and Plains conducts business in this judicial district. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Plains consents to this Court's jurisdiction and to venue in this judicial district.

2. For purposes of this Consent Decree only, Plains agrees that the Complaint states claims upon which relief may be granted pursuant to CWA Section(s) 309 and 311, 33 U.S.C. §§ 1319 and 1321.

II. APPLICABILITY

7. Plains shall provide a copy of this Consent Decree to all officers and supervisory employees whose duties include compliance with any provision of this Consent Decree. Plains shall provide a copy of Sections V, VI, X, and any other relevant portion of this Consent Decree to any other employee or agent whose duties include compliance with any provision of this Consent Decree, as well as to any contractor retained to perform work required under this Consent Decree. Plains shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Plains shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA shall have the same meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

A. "Category I Pipeline(s)" shall mean Pipelines that are regulated pursuant to the Safety Regulations and are not Category II, Category III, or Category IV Pipelines;

B. "Category II Pipeline(s)" shall mean Pipelines that are regulated pursuant to the Safety Regulations and are either Category II-A (Gathering) Pipelines or Category II-B (Low-Stress) Pipelines;

i. "Category II-A (Gathering) Pipeline(s)" shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any Unusually Sensitive Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. "Category II-B (Low-Stress) Pipeline(s)" shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any Unusually Sensitive Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level equal to or less than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

C. "Category III Pipeline(s)" shall mean Pipelines that are not regulated pursuant to the Safety Regulations and are either Category III-A (Gathering) Pipelines or Category III-B (Low-Stress) Pipelines;

i. "Category III-A (Gathering) Pipeline(s)" shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any High Consequence Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. "Category III-B (Low-Stress) Pipeline(s)" shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any High Consequence Area; and.
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level equal to or less than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

D. "Category IV Pipeline(s)" shall mean all Pipeline other than Category I Pipeline(s), Category II Pipeline(s), or Category III Pipeline(s);

E. "Centerline Verification" shall mean the process of validating the accuracy of the Pipeline centerline in the Geographic Information System ("GIS")

spatial database to its true global location so as to comply with the National Pipeline Mapping System ("NPMS") quality rating of "G" (good) or better;

F. "Complaint" shall mean the complaint filed by the United States in this action;

G. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto;

H. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

I. "Defendants" shall mean Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (collectively referred to herein as "Plains");

J. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

K. "Effective Date" shall have the definition provided in Section XIV of this Consent Decree;

L. "High Consequence Area(s)" or "HCA(s)" shall have the same meaning as described in 49 C.F.R § 195.450;

M. "Listed Discharges" shall mean the discharges of crude oil from Plains' Pipelines and Replacement and/or Substitute Breakout Tanks into the environment that are listed in Appendix A to this Consent Decree;

N. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral;

O. "Parties" shall mean the United States and Defendants;

P. "PHMSA" shall mean the Pipeline and Hazardous Materials Safety Administration, currently an agency of the United States Department of Transportation, and any of its successor departments or agencies;

Q. "Pipeline" shall mean any pipe operated by Plains in the United States used for crude oil service, other than intra-facility flowlines, intra-facility

gathering lines, or Pipeline permanently removed from service (emptied of crude oil and purged); provided that, if any Pipeline removed from service is subsequently put back into crude oil service, the Pipeline shall be subject to all applicable requirements of this Consent Decree;

R. "Plaintiff" shall mean the United States;

S. "Replacement and/or Substitute Breakout Tank(s)" shall mean any aboveground crude oil tank owned and/or operated by Plains that is used as a replacement and/or substitute (regardless of whether it is a permanent, temporary, or stand-by replacement or substitute) for an existing breakout tank used to relieve surges in Pipelines, including but not limited to relief tanks.

T. "Safety Regulations" shall mean the PHMSA regulations promulgated at 49 C.F.R. Part 195, as in effect on the Effective Date;

U. "Section" shall mean a portion of this Consent Decree identified by a roman numeral;

V. "Segment" shall mean a discrete section of a Pipeline that is bounded and defined by instrumentation, such as meters, or by physical features, such as valves;

W. "Slack-Line Operations" shall mean Pipeline operating conditions during which a given Segment of Pipeline is not entirely filled with oil or is partly void;

X. "United States" shall mean the United States of America, acting on behalf of EPA; and

Y. "Unusually Sensitive Area(s)" or "USA(s)" shall have the same meaning as described in 49 C.F.R § 195.6.

V. COMPLIANCE REQUIREMENTS

14. Until termination of this Consent Decree, Plains shall implement or continue to implement the measures contained in this Section with the objective of preventing future unauthorized discharges of crude oil from Plains' Pipelines and Replacement and/or Substitute Breakout Tanks.

15. **Enhanced Integrity Management and Corrosion Control.**

A. IMP Requirements for Category I, Category II-B, and Category III-B Pipelines. Plains shall assess, operate, and maintain all Category I, Category II-B, and Category III-B Pipelines in accordance with the requirements of Plains' IMP, subject to the requirements of sub-paragraph 15.G.

B. RSP Screening of Category II-A, Category III-A, and Category IV Pipelines. Plains shall assess, operate, and maintain all Category II-A, Category III-A, and Category IV Pipelines in accordance with the requirements of Plains' RSP, subject to the requirements of sub-paragraph 15.G. Plains shall develop and implement action plans detailing risk mitigation actions to address the risks or other anomalies found during the RSP in accordance with the risk category schedule set forth in Section 7 of Plains' RSP (or the corresponding section(s) of any updated versions of Plains' RSP).

C. Integrity Management of Category II and Category III Pipelines.

- i. Category II-A and Category III-A (Gathering) Pipelines. For all Category II-A and Category III-A Pipelines as of the Effective Date of this Consent Decree, Plains shall operate and maintain such Pipelines in conformity with the safety requirements for rural gathering pipelines established in 49 C.F.R. 195.11(b); provided, however, that with respect to the specific provisions listed below, Plains shall also meet the following accelerated schedules:
 - a. By no later than the Effective Date, Plains shall identify all Segments of Pipeline meeting the definition of either a Category II-A or Category III-A Pipeline; and
 - b. By no later than the Effective Date, Plains shall develop and implement a continuing public education program as described in 49 C.F.R. § 195.440; and
 - c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.
- ii. Category II-B and Category III-B (Low-Stress) Pipelines. In addition to the requirements of sub-paragraph 15 .A, for all Category II-B and

Category III-B Pipelines as of the Effective Date of this Consent Decree, Plains shall:

- a. By no later than the Effective Date, identify all Segments of Pipeline meeting the definition of either a Category II-B or Category III-B Pipeline; and
- b. By no later than July 3, 2013, Plains shall complete baseline assessments of all Category II-B and III-B Pipelines in conformity with 49 C.F.R. § 195.452(c). By no later than January 3, 2011, Plains shall complete at least 50-percent of these baseline assessments (based on the total mileage of Category II-B and III-B Pipeline to be assessed), beginning with the highest risk pipe; and
- c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.

D. New Pipeline Acquisitions.

- i. Initial Screening. Plains shall complete initial screening of all Category II-A, Category III-A, and Category IV Pipeline(s) purchased or otherwise acquired by Plains after July 1, 2009, in accordance with Plains' RSP, pursuant to the following schedule:
 - a. Provided that digital maps with Centerline Verification of the Pipeline(s) purchased or otherwise acquired are available to Plains, Plains shall complete initial screening of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened; or
 - b. If digital maps with Centerline Verification are not available for any portion of the Pipeline(s) purchased or otherwise acquired, Plains shall complete initial screening of all Pipeline(s) with digital maps and Centerline Verification at a rate of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened. After completing initial screening of all such Pipeline(s) with digital mapping and Centerline Verification, Plains shall complete GIS digital mapping, Centerline Verification, and initial screening of no less than 500 miles of Pipeline without digital mapping and Centerline Verification per twelve-month period from the date initial screening of the Pipeline(s) with digital mapping and Centerline Verification is complete until all such purchased or acquired Pipeline(s) is digitally mapped, Centerline-Verified and screened.
 - c. For purposes of determining the rate and deadline for completing initial screening under this sub-paragraph 15. D., the availability of digital maps with Centerline Verification shall be determined individually for each separate purchase or acquisition of Pipeline. If Plains makes additional purchases or acquisitions of Pipeline

before completing initial screening of an earlier purchase or acquisition covered by this sub-paragraph 15.D., Plains shall complete initial screening of all Pipelines purchased or otherwise acquired at an overall rate of no less than 1,000 miles of Pipeline per twelve-month period until only one set of Pipeline(s) purchased or acquired remains to be initially screened, in which case Plains shall complete initial screening of the remaining set of Pipeline(s) in accordance with sub-paragraph 15.D.i.a or 15.D.i.b., as applicable.

- ii. Integrity Management of Newly Purchased or Acquired Category II and Category III Pipelines. Plains shall determine the proper Category for newly purchased or acquired Pipeline(s) at the time of purchase or acquisition, and based on mapping available at that time. For any Category II or Category III Pipelines purchased or otherwise acquired after the Effective Date of this Consent Decree, Plains shall also comply with the requirements of sub-paragraph 15.C. by the specified deadlines if the deadline for a particular requirement will not pass within six months from the date of purchase or acquisition. If a deadline specified in sub-paragraph 15.C. has already passed or will pass within six months from the date of purchase or acquisition, Plains shall comply with the requirements of sub-paragraph 15.C., as well as sub-paragraph 15.A for Category II-B and III-B Pipeline(s), within six months from the date of purchase or acquisition. If subsequent centerline verification requires that a newly purchased or acquired Pipeline be designated under a different Category, Plains shall have six months from the date of such re-categorization to comply with the requirements of this Paragraph.

E. Geographic Information Systems ("GIS") Mapping. By no later than July 1, 2010, Plains shall complete initial digital GIS mapping and Centerline Verification of all Pipelines operated by Plains as of May 1, 2010. For any Pipeline(s) purchased or acquired by Plains after May 1, 2010, Plains shall complete initial digital GIS mapping and Centerline Verification of all such Pipelines in accordance with the schedules and requirements provided in sub-paragraph 15.D.i.b.

F. Anode Beds, Internal Corrosion Control, and Close Interval Surveys. Plains shall spend no less than a total of \$6,000,000 during the two-year period including calendar years 2010 and 2011 on the following activities to mitigate threats posed by corrosion of Plains' Pipeline(s): (i) replacement or installation of no fewer than 120 anode beds and/or rectifiers; (ii) installation of equipment to inject corrosion inhibitor and biocides for internal corrosion control, and (iii) performance of close interval surveys on no fewer than 2400 miles of Pipeline.

G. Subsequent Revisions to Plains' IMP or RSP.

- i. From the Effective Date until the termination of this Consent Decree, Plains shall not implement any material changes to Plains' IMP or RSP

that are less protective of navigable waters and/or adjoining shorelines, as those terms are defined in 33 U.S.C. § 1362 and any implementing regulations, without prior written approval from EPA. For the purpose of this Consent Decree, "material changes" shall mean any change that:

- a. removes the designation of any Segment of Pipeline that, as of the Effective Date, Plains has designated as one that "could affect a HCA," or removes this designation from any Segment of Pipeline that Plains is required to so designate pursuant to the requirements of this Consent Decree, except with respect to a Pipeline or Segment of Pipeline that is permanently removed from service after the Effective Date by emptying it of all crude oil and purging it; or
- b. reduces the stringency of the Pipeline risk assessment, evaluation, and repair procedures, methods, and criteria established in Plains' IMP and/or RSP such as:
 1. baseline assessment or risk screening procedures and methods;
 2. requirements for implementing and/or re-assessing RSP Action Plans, as well as the underlying Pipeline preventative and mitigative measures; or
 3. extends the required timeframes for performing any of the actions described in this subparagraph 15.i.b.
- ii. Within 90 Days after receiving notice from EPA that Plains has made a material change to its IMP or RSP in a manner that EPA has determined to be less protective of navigable waters, or within such other time as agreed to by EPA, Plains shall implement its former IMP or RSP, or shall implement modifications that EPA determines are equivalent to the former provisions of Plains' IMP or RSP.

16. Enhanced Pipeline Leak Detection.

A. Weekly Aerial Patrols. Plains shall conduct weekly aerial patrols (weather permitting) of all Category I Pipeline(s), Category II-A Pipeline(s), Category II-B Pipeline(s), and Category III-B Pipeline(s), including any such Pipeline purchased or otherwise acquired after the Effective Date of this Consent Decree to identify indications of a leak or spill of oil. Plains shall also conduct weekly aerial patrols (weather permitting) of all Pipeline Segments in the systems from which the discharges listed in Appendix A occurred. At its option, Plains may conduct the weekly patrols (weather permitting) on foot or by motorized vehicle, provided that, in such instances, Plains shall visually inspect surface conditions over the entire Pipeline right-of-way that would otherwise be flown in order to identify indications of a leak or spill of oil.

B. Implementation of API 1130 Compliant CPM Leak Detection. Plains will comply with the performance standards for Computational Pipeline Monitoring (“CPM”) Leak Detection described in API 1130 on the Segments of Pipeline identified in “Appendix B,” for so long as those Segments of Pipeline are in service. By no later than December 31, 2011, Plains shall install CPM equipment on an additional 30 Segments of Pipeline and operate such Segments of Pipeline and CPM equipment in accordance with API1130.

C. Enhancement of API 1130 Compliant CPM Leak Detection and Minimization of Slack-Line Operations.

- i. Investigation. By no later than December 31, 2011, Plains shall complete and document an investigation of the Pipeline Segments listed on Appendix B (and any Segments added to CPM pursuant to sub-paragraph 1 6.B) that is designed to identify potential enhancements to Plains’ leak detection capabilities and measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems on those Pipeline Segments. This investigation shall incorporate, but is not limited to, an evaluation of the following elements:
- a. Reviewing both the migration of the CPM Pipeline Segments listed on Appendix B to, and the implementation of the additional 30 new CPM Pipeline Segments referenced in sub-paragraph 1 6.B in, the Telvent OASySTM DNA Pipeline Monitoring (PLM) CPM application used in Plains’ Midland, TX Operational Control Center;
 - b. Examining Slack-Line Operations on all Pipeline Segments subject to this sub-paragraph 16.C, including an analysis of whether reduction or elimination of Slack-Line Operation is practicable, and the effect of such reduction or elimination on leak detection capability. The examination of Slack-Line Operations shall include, but is not limited to, an evaluation of:
 - 1. Slack-Line Operations during “shut-in” and flowing Pipeline operating conditions, including by reviewing recent and relevant over/short measurements;
 - 2. The amount of slack volume during “shut-in” and flowing Pipeline operating conditions;
 - 3. The amount of time required to refill the Pipeline(s) during “start-up” operations;
 - 4. The ability of the CPM systems to adhere to API 1130 considering the effect of Plains’ Slack-Line Operations and over/short

measurement capabilities on CPM leak detection capabilities; and

5. Measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems. Such measures may include, but are not limited to, consideration and implementation of one or more of the following for each Segment of Pipeline:
 - A. No action required, provided that current CPM leak detection system tolerances are adequate to detect leaks and/or spills given the Pipeline's Slack-Line Operations or Slack-Line Operations are not present;
 - B. Revision of operating procedures for the applicable Segment of Pipeline, including the "start-up" and "shut-in" procedures;
 - C. Installation of valves or pressure control devices to provide additional back-pressure, taking into consideration the limitations of the Segment of Pipeline and connecting facilities to safely contain such pressure; and
 - D. Adjusting the CPM alarm limits to account for the expected refilling of the slack volumes so that leaks or spills are detected, but false indicators are avoided.
- c. Historical SCADA data or other available data to identify and examine uncertainties and/or variability in measured Pipeline flow rates, operating pressures, temperatures, tank levels, and/or Pipeline operations in order to: (i) determine Plains' CPM leak detection capability and (ii) determine achievable Pipeline Segment alarm limits that do not result in excessive nuisance alarms.

- ii. Action Plans. Based on the findings of the investigation described above, Plains shall develop action plans as the investigation progresses. Such action plans shall include one or more of the measures identified in sub-paragraph 16.C.i.b.5. and any other actions that Plains may also take to improve the leak detection system and/or minimize Slack-Line Operations. Plains shall complete the development of all action plans by no later than March 31, 2012. Plains shall complete implementation of all enhancements to the CPM leak-detection capabilities and/or Slack-Line Operations identified in the action plans prior to Plains submitting a request for termination of this Consent Decree.

17. Requirements for Replacement and/or Substitute Breakout Tanks.

- A. By no later than the Effective Date of the Consent Decree, Plains'

Replacement and/or Substitute Breakout Tanks must meet the following requirements:

- i. Requirement for "Sufficient Capacity": All Replacement and/or Substitute Breakout Tanks must meet the design capacity requirements specifically needed to receive and safely contain oil from surges, pressure relief events, operational upsets, or other abnormal events in the associated pipeline system, as well as any applicable design capacity requirements necessary to comply with good engineering practice.
- ii. Requirement for "Secondary Containment":
 - a. "Secondary Containment" for Replacement and/or Substitute Breakout Tanks shall mean secondary containment and/or other diversionary structures sufficient to contain the entire capacity of the Replacement and/or Substitute Breakout Tank and sufficient freeboard to contain precipitation. In all cases, the entire system for Secondary Containment, including walls and floor, must be sufficiently impervious so as to contain oil, and must be constructed so that any discharge from the primary containment system will not escape the system for Secondary Containment before cleanup occurs; and
 - b. All Replacement and/or Substitute Breakout Tanks must be properly located within Secondary Containment areas until the tank is permanently closed. The Secondary Containment requirement shall apply regardless of whether the Replacement and/or Substitute Breakout Tank is being used for supplemental storage capacity during an abnormal event and existing Secondary Containment is not available. In such circumstances, Secondary Containment must be constructed and the Replacement and/or Substitute Breakout Tank must be properly located within such Secondary Containment areas until the Replacement and/or Substitute Breakout Tank is permanently closed.

18. Personnel and Training.

- A. Plains will preserve and staff the following employee positions until at least July 31, 2011:
 - i. PHMSA/IMP Records Coordinator and five records specialists;
- a. Pipeline Integrity Coordinator for Non-PHMSA Regulated Pipelines;
 - ii. Pipeline Integrity Coordinator for Internal Inspection;
 - iii. Senior Measurement and Quality Control Manager;
 - iv. Pipeline Control Center Training Supervisor;
 - v. Control Center Shift and Console Supervisors;

- vi. One Call Administrator; and
- vii. Two Leak Detection Engineers.

B. If an employee filling any of the positions listed above in sub-paragraph 18.A is not able to perform his/her duties for an extended period of time, is terminated, or leaves his/her employment with Plains, Plains shall designate an alternate employee as soon as possible who is capable of performing all duties, responsibilities, and authorities required by the position until the original employee is able to resume his/her position or a new full-time replacement is employed by Plains.

C. Plains shall train all employees assigned to operate and maintain Category III-A and Category IV Pipelines in conformity with the Operator Qualification requirements of 49 C.F.R. 195, subpart G. Plains shall also conduct mandatory pre-screening testing for all new pipeline controller applicants using a computer simulator- based console operator assessment.

19. Plains shall train field personnel performing Pipeline maintenance on proper Pipeline cleaning techniques and procedures.

20. Permits. Where any compliance obligation under this Section requires Plains to obtain a federal, state, or local permit or approval, Plains shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Plains may seek relief under the provisions of Section VIII of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Plains has submitted timely and complete applications and has taken all other actions necessary to obtain such permit or approval.

VI. REPORTING REQUIREMENTS

21. Plains shall submit the following reports to the persons designated in Section XIII of this Consent Decree (Notices):

- A. By no later than six months after the Effective Date, and every sixth months thereafter until this Consent Decree terminates pursuant to Section XVII of this

Consent Decree (Termination), Plains shall submit a semi-annual report to EPA that shall discuss, for the preceding six months: (i) the status of the compliance measures required under Section V of this Consent Decree; (ii) a detailed listing of the specific items for which expenditures required under sub-paragraph 15.F. were made; (iii) Plains' progress regarding the completion of any required milestones under this Consent Decree, including, but not limited to summaries of the RSP Action Plans required pursuant to sub-paragraph 15.B. and a description of actions taken pursuant to the RSP Action Plans during the preceding six months; (iv) summaries of each action plan developed pursuant to sub-paragraph 16.C.ii. and a description of actions taken to implement the action plans during the preceding six months; (v) any problems encountered or anticipated in complying with this Consent Decree, as well as implemented or proposed solutions; (vi) the status of any necessary permit applications; (vii) a listing and description of any material changes Plains has made to its IMP or RSP (including a copy of any amendments thereto); and (viii) the total miles of Pipeline purchased, acquired, or sold during the preceding six months, if any.

B. The reports required under this Section shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Plains shall so state in the report. Plains shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Plains becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Plains of its obligation to provide the notice required by Section VIII of this Consent Decree (Force Majeure).

22. Each report submitted by Plains under this Section shall be signed by an official of the submitting party and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on any personal knowledge I may have and my

inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

23. The reporting requirements of this Consent Decree do not relieve Plains of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

24. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

X. INFORMATION COLLECTION AND RETENTION

44. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry with respect to Plains' Pipeline and/or Replacement and/or Substitute Breakout Tanks or any other facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

1. monitor the progress of activities required under this Consent Decree;
2. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
3. obtain samples and, upon request, splits of any samples taken by Plains or its representatives, contractors, or consultants;
4. obtain evidence, including documents, photographs, and other data; and
5. assess Plains' compliance with this Consent Decree.

45. Upon request, Plains shall provide EPA or its authorized representatives splits of any samples taken by Plains. Upon request, EPA shall provide Plains splits of any samples taken by EPA.

46. Notwithstanding the provisions of Section XVII of this Consent Decree (Termination), until five years after the termination of this Consent Decree, Plains shall retain, and shall instruct its contractors and agents to preserve, all documents, records, or other information

(including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that are generated in connection with or as part of Plains' performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Plains shall provide copies of any documents, records, or other information required to be maintained under this Paragraph, subject to the assertion of privilege as described in Paragraph 47.

47. At the conclusion of the information-retention period provided in the preceding Paragraph, Plains shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Plains shall deliver any such documents, records, or other information to EPA within 30 days of the United States' request. Plains may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Plains asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title (if the title is available) of each author of the document, record, or information; (4) the name and title (if the title is available) of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Plains. However, any underlying documents, records, or other information from which Plains has compiled the semi-annual reports required under Section VI of this Consent Decree (Reporting Requirements) or any other submission required by this Consent Decree shall not be withheld on grounds of privilege.

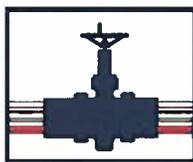
48. Plains may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Plains seeks to protect as CBI, Plains shall follow the procedures set forth in 40 C.F.R. Part 2.

49. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws,

regulations, or permits, nor does it limit or affect any duty or obligation of Plains to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XVII. TERMINATION

66. By no earlier than July 31, 2013, and after Plains has completed performance of its obligations required by this Consent Decree, including Section IV (Civil Penalty), Section V (Compliance Requirements), Section VI (Reporting Requirements), and the payment of any accrued stipulated penalties, Plains may submit to the United States a written Request for Termination, stating that Plains has satisfied those requirements, together with all necessary supporting documentation.



PLAINS
PIPELINE, L.P.

VIA FEDERAL EXPRESS

December 2, 2011

Ms. Deborah Wick
Director, Client Services
3500 Sunrise Highway
Suite T103
Great River, N.Y. 11739

**RE: Agreement Between National Response Corporation and Plains Pipeline, L.P.
for Spill Response Resources**

Dear Deborah:

Enclosed is a signed copy of the agreement between the National Response Corporation (NRC) and Plains Pipeline, L. P. for oil spill response services.

We are pleased to have NRC as our contracted Oil Spill Removal Organization and look forward to continuing our strong relationship with NRC.

Sincerely,

Jordan Janak
Sr. Dir., Environmental & Regulatory Compliance

Enclosure

cc: T. Valenzuela, Vice-President, EH&S, Plains
P. Smith, Vice-President, Operations, Plains
M. Olson, Dir. Operations, Western Region, Plains
Richard McMichaels, Dir. Operations, Eastern Region, Plains

L2848

THIS AGREEMENT is made as of the 1st day of October 2011,

BETWEEN:

- (1) NATIONAL RESPONSE CORPORATION, a corporation incorporated and existing under the laws of Delaware and having its principal office at 3500 Sunrise Highway, Great River, New York 11739 (the "Provider"); and
- (2) the entity or entities identified as Plains Pipeline, L.P., including any owned or controlled affiliates or subsidiaries, and parent companies, known here as the "Client".

WHEREAS:

- (A) The Client is entering into this Agreement in the capacity described in Schedule 1 with respect to the Facility(ies) described in Schedule 1;
- (B) Pursuant to federal law of the United States and the laws of various states of the United States, the Client or the principals on whose behalf the Client is acting may be required to evidence preparedness to respond to discharges of oil from Facilities in United States navigable waters, including precontracting to meet planning requirements;
- (C) The Provider has, or through a network of independent contractors has access to, resources to respond to discharges of oil from Facilities as required under federal law in Section 4202 of the United States Oil Pollution Act of 1990 and under state laws and as denominated in Facility response plans;
- (D) The Provider and Client understand that the requirements for mobilization of response resources set forth under federal law, state laws or in Facility response plans are planning requirements and are not performance requirements;
- (E) The Client or the principals on whose behalf the Client is acting desire to name the Provider as its oil spill removal organization in the response plans for the Facilities referred to herein;
- (F) The Client has agreed to appoint the Provider to act as an Oil Spill Removal Organization upon and subject to the terms and conditions of this Agreement; and
- (G) The Provider accepts such appointment and agrees to act as an oil spill removal organization upon and subject to the terms and conditions of this Agreement.

BY WHICH IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement (including Schedules):

"Area of Service" means, the geographical area described in Schedule 2;

"Best Endeavors" means, with respect to either party, the performance in good faith to the extent of its total capabilities;

"Classification" means classification or other governmental approval required or available under Federal Law and State Law for an Oil Spill Removal Organization to be designated as such in the Response Plan;

"Discharge" means any emission (other than natural seepage), including, but not limited to, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Oil;

"Drills" means any drills, exercises, practices or other preparatory or simulated activities in connection with which the Client has requested the Provider to mobilize or deploy Response Resources or to provide other services;

"EPA Final Rule" means the final rule on Oil Pollution Prevention; Non-Transportation-Related Onshore Facilities dated August 30, 1994;

"Facility" means the Facility or facilities identified in Schedule 1;

"Federal Law" means the United States Oil Pollution Act (33 U.S.C. 2701, et seq.) ("OPA") and the Federal Water Pollution Control Act (33 U.S.C. 1321, et seq.) ("FWPCA") and any other federal laws regarding a Discharge and Response Activities and regulations promulgated pursuant thereto;

"Hazardous Substances" means substances defined as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.);

"Local Contractors" means independent oil spill removal companies located in the various states with whom the Provider has contracted to maintain and provide Response Resources in fulfillment of the Provider's obligations hereunder;

~~"Marine Oil Pollution Insurance" means terminal owners and operators insurance from the insurer named on Schedule 1 or another insurer acceptable to the Provider providing insurance cover for U.S. oil pollution liabilities, including removal costs, or such other form of insurance for oil pollution liabilities, including removal costs, as may be acceptable to the Provider;~~

"National Contingency Plan" means the National Contingency Plan prepared and published under Section 311 (d) of the FWPCA;

"Oil" means oil of any kind or in any form, including any and all substances defined or identified as oil under OPA, but shall not include substances defined or identified as Hazardous Substances;

"Oil Spill Removal Organization" means an entity established in a given geographic area to provide the personnel, equipment, supplies and other capability necessary to conduct response activities;

"Qualified Individual" means an English-speaking shore-based representative of the Client located in the United States, available on a 24-hour basis, familiar with implementation of the Response Plan and trained in his or her responsibilities under the plan, with full written authority to implement Response Activities and to engage the Provider for services hereunder;

"Removal Costs" means the charges of the Provider for deploying Response Resources to a Discharge or threatened Discharge, including the charges for mobilization and demobilization of personnel, equipment and

supplies; amounts reasonably paid to compensate third parties for property damaged or destroyed at the express instruction of the Client or Qualified Individual; and containment, removal and storage of discharged Oil;

"Responder Immunity Law" means Federal Law or applicable State Law which provides immunity from liability to those who respond to Discharges for the purpose of attempting to contain and remove Oil from the water, beaches or shoreline;

"Response Activities" means the action to contain and remove Oil from water, beaches and shorelines, the storage and disposal of recovered Oil, and other actions, including mobilization and demobilization of personnel, equipment, supplies and other capability as necessary to minimize or mitigate damage to the environment;

"Response Plan" means any contingency plan or response plan regarding Discharges covering the Facility prepared by or on behalf of the Client pursuant to Federal Law or State Law;

"Response Resources" means the trained personnel, equipment, supplies and other capability named in a Response Plan or mobilized to perform Response Activities pursuant to Federal Law and State Law, other than personnel, equipment, supplies and other capability required to be stored at the Facility;

"State Law" means the laws and regulations, if any, of the various state and local governments of any relevant state of the United States within the Area of Service regarding Discharges into navigable waters and Response Activities;

"U.S. Waters" means the navigable waters of the United States, including the waters of the Exclusive Economic Zone and the territorial waters of the states of the United States, all within the Area of Service;

1.2 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.

1.3 Reference to Client shall include the Client or authorized agent or representative of the Client, and where the Client is acting as agent it shall include the principal(s) on whose behalf the Client is acting. Where the Client is acting on behalf of more than one principal, the rights and obligations of each principal shall be limited to the Facility(ies) owned and/or operated by such principal.

1.4 In this Agreement, unless the context otherwise requires:

(a) references to any law enactment, regulation shall be deemed to include references to such law, enactment or regulation as re-enacted, amended, extended, consolidated or replaced and any orders, decrees, proclamations, regulations, instruments or other subordinate legislation made thereunder;

(b) words importing the plural shall include the singular and vice versa;

- (c) the word "including" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall it take effect as, limiting the generality of any foregoing words.

2. PROVIDER'S OBLIGATIONS

2.1 The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facilities within the Area of Service in exchange for the Basic Compensation provided in Clause 4:

- (a) sufficient Response Resources to enable the Client to meet the requirements of Federal Law and State Law for precontracting for availability of Response Resources, except as provided in 2.4;
- (b) the training of the Provider's and Local Contractors' response personnel, exclusive of Drills requested by the Client, in compliance with Federal Law and State Law requirements for Oil Spill Removal Organization Classification, and maintenance of records of such training;
- (c) compliance by the Provider and Local contractors with all applicable Federal Occupational Safety and Health Administration (OSHA) standards and similar State Laws and standards; and
- (d) all information regarding the Provider's and the Local Contractors' Response Resources which must be included in the Response Plan(s) of the Facility(ies) or to be filed with the U.S. Coast Guard or EPA or appropriate State authorities to obtain Classification.

2.2 The Provider shall provide, or cause to be provided, the services set out below for the Client and the Facility within the Area of Service, upon request from the Client in exchange for the Additional Compensation provided in Clause 4:

- (a) supply and deployment of Response Resources required by the Client to conduct Response Activities;
- (b) supervision and coordination of deployment and use of Response Resources in such manner as directed by the Client;
- (c) the training of personnel of the Client in Response Activities and maintenance of records of such training;
- (d) supply and Deployment of Response Resources in connection with Drills and maintenance of records of such Drills;
- (e) information concerning Response Resources, Response Activities and Removal Costs to assist the Client in connection with legal proceedings or for such other purposes as required by the Client.

2.3 (a) The Provider shall obtain and maintain Classification as an Oil Spill Removal Organization as provided under Federal Law and State Law;

- (b) In the event Classification is not available, the Provider warrants that it shall have sufficient Response Resources to enable the Client to meet the mandated levels of response capacity under Federal Law and State Law.
- 2.4
- (a) The Provider's obligations hereunder exclude providing Response Resources in accordance with U.S. Coast Guard planning standards for the average most probable discharge.
 - (b) The Provider shall arrange for the Client to contract with a local Contractor for the purpose of meeting U.S. Coast Guard planning standards for the average most probable discharge excluded under Clause 2.4(a) on an as needed basis and upon request of the Client. The terms and conditions of such engagement, including fees, shall be agreed between the Client and Local Contractor at the time services are rendered. If the Client wants to use such service, it shall notify the Provider by telefacsimile at least twenty-four hours prior to any cargo transfer activity.
- 2.5 The Provider shall (without prejudice to the generality of any of the obligations, duties, powers and discretion vested in the Provider under or pursuant to this Agreement) be entitled to:
- (a) employ such agents as it deems necessary or expedient;
 - (b) employ or engage trained superintendents, surveyors, engineers, consultants and experts to supervise or advise in relation to the services provided hereunder; and
 - (c) enter into subcontracts with related parties or independent contractors to perform any part of the services that Provider is obliged to perform under this Agreement.

The Provider shall be an independent contractor and not an agent of the Client except as provided in Clause 7.5.

- 2.6 Notwithstanding any provision of this Agreement to the contrary, the Provider may, in its discretion, cease to deploy Response Resources for Response Activities of the Client or to provide any other services provided hereunder, if the Client fails (i) to make or secure payment in accordance with, and within the time periods provided within this Agreement or (ii) to maintain adequate Marine Oil Pollution Insurance provided in Clause 3. The continuation of deployment of Response Resources after time periods for payment or security for payment have elapsed shall not be deemed a waiver of the Provider's rights under this Agreement. If the Provider ceases to deploy Response Resources or provide other services, or if the Client instructs the Provider to cease deployment of Response Resources or provide other services, the Provider shall be entitled to enter into an agreement with any other party, including governmental authorities, to deploy Response Resources or provide other services in connection with the same Discharge. If the Client instructs the Provider to cease deployment due to Federalizing of a spill or any other reason, the Client shall be responsible for the costs of reasonable and necessary measures taken by the Provider to demobilize, but not for costs incurred for the account of governmental authorities who may then engage the Provider.

3. CLIENT'S OBLIGATIONS

3.1 The Client shall:

- (a) designate a Qualified Individual and provide the Provider with the name, address, twenty four (24) hours-a-day telephone number and telefacsimile number of the Qualified Individual, and shall amend or update this information as necessary;
- (b) deliver, or caused to be delivered, to the Provider a copy of each Response Plan, including applicable waivers, and such other information concerning the Facility as the Provider may reasonably request;
- (c) pay, or provide security for payment of, services and Removal Costs of the Provider in accordance with Clause 4;
- (d) be responsible for deciding which Response Resources shall be requested from the Provider to conduct Response Activities;
- (e) be responsible for coordinating and directing overall Response Activities;
- (f) be responsible for disposal of all oil and hazardous substances collected by the Provider;

give notice to the Provider of any significant increase in the volume of oil movements or any significant changes in operation of the Facility in accordance with the procedures set forth in Provider's Instructions to Facilities;

-
- ~~(h) maintain in force at all times Marine Oil Pollution Insurance and furnish, whenever requested by the Provider, confirmation of such insurance;~~
 - (i) comply with the procedures set forth in Provider's Instructions to Facilities and Instructions to Clients consistent with the Response Plan;
 - (j) obtain and provide Provider with the Client's Environmental Protection Agency identification number or other such authorization required by law for any Discharge or threatened Discharge classified as a Hazardous Substance, or similar designation, prior to the Provider providing services hereunder.

- 3.2 Notwithstanding Clause 3.1, the Client shall not be required to utilize the Provider to deploy Response Resources for Response Activities and may arrange for the supply and deployment of Response Resources for Response Activities in the Area of Service by any other person.

4. COMPENSATION

- 4.1 The Basic Compensation to be paid to the Provider in the form of an Annual Retainer Fee is set forth on Schedule 3.
- 4.2 The Additional Compensation to be paid to the Provider is as follows:

(a) Response Resources Use charges:

The Client shall pay the Provider for Response Resources deployed by the Provider or Local Contractors in connection with Response Activities taken in accordance with the time and material rates set out in Schedule 4.

The Provider alone is responsible for all payments due to the Provider's subcontractors, including Local Contractors, for services rendered.

(b) Other charges:

(i) The Client shall pay the Provider for other services requested by the Client in accordance with the time and materials rates specified in Schedule 4 or at such other rates as may be agreed at the time;

(ii) The Client shall pay the Provider for all reasonable costs of collection, litigation or settlement incurred by the Provider in order to collect unpaid fees for invoices, pursuant to this Agreement, including reasonable attorneys' fees.

4.3 The fees and charges referred to in this Clause shall be established annually and provided to the Client. The Provider's Basic Compensation shall remain fixed during each one year period of this contract. The Provider's Additional Compensation shall remain fixed during each one year period of this contract subject to adjustments noted on Schedule 4. The Client agrees to pay fees and charges in accordance with the fees and charges in effect at the time the services are rendered.

4.4 The method, terms and conditions of billing and payment are set forth in Schedules 3 and 4.

4.5 In order for Deployment of Response Resources to continue after the expire of (i) the first forty-eight (48) hours following the Client's request for Deployment (if such forty-eight (48) hour period includes one full business day) or (ii) the first full business day ending later than forty-eight (48) hours following the Client's request for Deployment, whichever occurs first, the Client shall arrange security for payment as follows:

(a) deposit funds in an escrow account with an escrow agent on such terms as are acceptable to the Provider;

(b) a standby letter of credit in favor of the Provider issued on terms and by a commercial bank reasonably acceptable to Provider;

(c) a guarantee in favor of the Provider issued on terms and by another party reasonably acceptable to the Provider;

(d) an undertaking in favor of the Provider issued on terms and by an insurance underwriter acceptable to the Provider; or

(e) such other form of security, or Credit arrangement, and on such terms as may be agreed between the Provider and the Client.

The amount of such security shall be agreed by the parties at the time as appropriate to the circumstances, and shall be increased as reasonably required by Agreement of the parties.

- 4.6 Nothing herein shall be read to oblige the Provider to continue to deploy Response Resources when it has not been paid for Basic Compensation services rendered or services to be rendered.

5. RESPONSE PROCEDURE

- 5.1 The Client may initiate a request for the deployment of Response Resources for Response Activities by a direct telephone call to the Provider at 1-(800) 899-4672 or (631) 224-9141, and such telephone call shall be deemed a request for the deployment of Response Resources by the Client for purposes of this Agreement.

- 5.2 The person initiating Response Activities on behalf of the Client shall provide information to the Provider as indicated in the Provider's Instructions to Clients. This information shall include:

- (a) the name of the Client;
- (b) the caller's name and title;
- (c) the name and location of the Facility;
- (d) the location of the spill including geographic coordinates;
- (e) the nature and estimated quantity of the Oil discharged;
- (f) the approximate time of the incident;
- (g) the weather conditions on the scene and forecasted weather conditions, if known;
- (h) the condition of the Facility;
- (I) the name of the Qualified Individual and Federal On-Scene Coordinator (OSC), if known;
- ~~(j) the Response Resources required to be deployed at that time.~~

- 5.3 The Client shall be responsible to notify governmental authorities as required by Federal Law or State Law of the Discharge. The Provider, however, is not precluded from notifying governmental authorities if deemed appropriate.

- 5.4 Upon receipt of the request for the deployment of Response Resources by the Client, the Provider shall use Best Endeavors to deploy such Response Resources in accordance with response time requirements specified under Federal law and State Law. Upon the Provider's arrival at the scene of the Discharge, the Qualified Individual, or other authorized representative of the Client, shall give the Provider written authorization to proceed with deployment of Response Resources. The Provider thereafter shall continue to act in accordance with the instructions of the Qualified Individual, or other authorized representative of the Client, subject to the terms of this Agreement.

- 5.5 The Client shall give the Qualified Individual, or other authorized representative on scene, full authority to approve the daily worksheets submitted by the Provider.

6. LIMITATIONS ON PROVIDER'S OBLIGATIONS

In the event the Provider is requested to deploy Response Resources for Response Activities for more than one Discharge within the Area of Service, the Provider and Client shall make

good faith efforts to agree on allocation of Response Resources between the spills. In the absence of such agreement, the Provider shall allocate its Response Resources as directed by the OSCs for the concurrent spills. In the absence of such direction the Provider shall not be obligated to remove or divert Response Resources from Response Activities in connection with another spill initiated prior to the request for deployment of Response Resources by the Client if the Provider deems that such Response Resources are necessary for proper completion of the previously initiated Response Activities. The Provider shall give notice to the Client if it will be unable to respond due to deployment of Response Resources for a discharge by another client.

7. DISCLAIMERS AND LIABILITY

- 7.1 THERE ARE NO WARRANTIES, INCLUDING A WARRANTY OF WORKMANLIKE SERVICE, WHICH EXTEND BEYOND THOSE EXPRESSLY SPECIFIED IN THIS AGREEMENT.
- 7.2 The Client acknowledges that Response Resources deployed by the Provider under this Agreement will be deployed on an emergency basis and that the purpose of Response Activities for which such Response Resources will be deployed is to remove, to the maximum extent practicable, Oil from a Discharge. The Provider does not warrant, by the terms of this Agreement or by undertaking, that Response Activities conducted with Response Resources will render the scene of the Discharge, or areas affected by the Discharge, safe for any form of human activity, or in compliance with any Federal law or State Law.
- 7.3 In no event shall the Provider, its affiliates, agents, employees or subcontractors be liable for or obliged in any manner for any loss of profits and loss of use to the Client.
-
- 7.4 The Provider, its affiliates, agents, directors, officers, employees or subcontractors shall be entitled to the protection of Responder Immunity Law and nothing herein shall be construed to allow the Client to recover by way of contribution, indemnity or otherwise from the Provider, its affiliates, agents, directors, officers employees or subcontractors, any amounts for which the Client is liable to or has paid to third parties and for which the Provider, its affiliates, agents, directors, officers, employees or subcontractors would have no liability under the Responder Immunity Law applicable in the jurisdiction where the Discharge and/or Response Activities have occurred. In no event shall the Provider, its affiliates, agents, directors, officers, employees or subcontractors be liable for or obliged in any manner for damages suffered by the Client arising from services hereunder whether damages to third parties or the Client directly, unless the damages were directly caused by the gross negligence or willful misconduct of the Provider, its affiliates, agents, directors, officers, employees or subcontractors.
- 7.5 At no time shall the Provider be considered to have title to, or otherwise own, any Oil in the Facility or being removed from the water, shoreline or elsewhere, or to be in possession or control of any such Oil or Hazardous Substances, except as the Client's agent.

8. INSURANCE

- 8.1 The Provider and its subcontractors shall, at their own cost and expense, procure and maintain in effect during the term of this Agreement the following insurances:

<u>Coverage</u>	<u>Limits</u>
Worker's Compensation	Statutory
Comprehensive General Liability (Bodily Injury/Property Damage)	\$1,000,000 (Basic)
Employer's Liability	\$1,000,000 (Basic)
Automobile Liability	\$1,000,000 (Basic)
Marine Liability	\$1,000,000 (Basic)

NRC WILL PROVIDE CERTIFICATES REFLECTING LIMITS

- 8.2 The Provider shall, at the request of the Client, acquire additional insurance or increased coverage at the cost and expense of the Client.
- 8.3 The Provider, upon request, shall furnish the Client insurance certificates reflecting the Provider's compliance with Clause 8 of this Agreement.
- 8.4 The Client shall be responsible for maintaining its own liability insurance.

9. INDEMNIFICATION

- 9.1 The Provider agrees to indemnify, defend and hold harmless the Client from and against any and all costs, liabilities, claims, demands and causes of action which the Client may suffer, incur, or pay out to the extent caused by the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors except to the extent that such liabilities, claims, demands and causes of action occur as a result of the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the grossly negligent or wrongful acts of the Client, its employees or agents, or of third parties.
- 9.2 (a) The Client shall indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors from and against any and all costs, liabilities, claims, demands and causes of action to the extent caused by the Client's failure to observe or comply with any applicable law, regulation or lawful authority, or its failure to observe or comply with and fulfill its obligations under this Agreement or as a result of the gross negligence or willful misconduct of the Client, its employees or agents, except to the extent that such liabilities, claims, demands or causes of action occur as a result of the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors;
- (b) Notwithstanding Clause 9.2(a), the Client shall indemnify, defend and hold harmless the Provider, its affiliates, directors, officers, employees, agents and subcontractors

from and against any and all costs, liabilities, claims demands and causes of action for Removal Costs and damages under OPA §1002 or corresponding State Law which result from actions taken or omitted to be taken in the course of rendering care, assistance or advice in connection with a Discharge or threatened Discharge from a Facility consistent with the National Contingency Plan or as otherwise directed by the Client, the U.S. Coast Guard, the U.S. Environmental Protection Agency or other governmental authorities, which the Provider, its affiliates, directors, officers, employees, agents and subcontractors, individually or collectively, may suffer, incur, or pay out, except to the extent that:

- (i) the Provider, its affiliates, officers, directors, employees or subcontractors is entitled to immunity from liability under Responder Immunity Law;
- (ii) such liabilities, claims, demands and causes of action arise out of the gross negligence or willful misconduct of the Provider, its affiliates, officers, directors, employees or subcontractors;
- (iii) the Client would have been entitled to a complete defense to liability under Federal Law and any relevant State Law had such claim, demand or cause of action been made against the Client or the Facility directly.
- (iv) such payment or indemnification would result in a payment by the Client in excess of the amount to which the Client would have been entitled to limit its liability under Federal Law and any relevant State Law ~~had such claim, demand or cause of action been made~~ against the Client or the Facility directly.
- (v) such liabilities, claims, demands and causes of action arise in respect of death or personal injury.

10. EXCUSE OF PERFORMANCE

- 10.1 The performance of this Agreement, except for the payment of money for services already rendered and such further services as are necessary for standby or to demobilize following suspension, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of either party or force majeure and not contemplated as a circumstance in which services hereunder are to be performed. Such causes shall include, but not be limited to, acts of God, acts of public enemies, war, rebellion, sabotage, riot, fire, explosion, unavoidable accident, or flood; Governmental laws, regulations, requirements, orders or actions; national defense requirements, injunctions or restraining orders, labor trouble, strike, lockout or injunction. In such event, the parties agree to use their Best Endeavors to eliminate the above referenced causes (provided that neither party shall be required to settle a labor dispute against its own best judgment).
- 10.2 The party asserting a right to suspend performance under this Agreement must, within a reasonable time after it has knowledge of the effective cause, notify the other party of the cause for

suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Agreement to it, either party may terminate this Agreement on the number of days written notice set forth in Schedule 1, as provided in Clause 11.

- 10.3 The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended, and when performance will be resumed.
- 10.4 Nothing herein shall be construed to oblige the Provider to deploy Response Resources in connection with Response Activities where, in the good faith judgment of the Provider's supervisory personnel on the scene and with the agreement of the Federal On Scene Coordinator, circumstances in which the Response Activities are to be conducted present an unreasonable risk to life or property.

11. TERMINATION

- 11.1 If the Provider is unable, for a period of more than forty-five (45) days, to obtain or maintain Classification as an Oil Spill Removal Organization when such Classification is available, this Agreement may be terminated upon notice from the Client. In such event the Provider shall pay to the Client in a form of liquidated damages an amount equal to the prorated portion of the Annual Retainer Fee.
- 11.2 This Agreement may be terminated by the Provider upon forty-eight (48) hours notice to the Client in the event of the following:
- (a) with respect to a Facility or Facilities, when the Client ~~has failed to provide the Provider with proof of insurance;~~
- (b) when the Client is not current with payment of any fees or charges under this Agreement.
- 11.3 In the event of termination, the Client shall compensate the Provider for all services performed prior to termination and for such post-termination efforts as are reasonably related to the services such as demobilization and storage and disposal of recovered Oil.
- 11.4 Should the Client default in the performance of its obligations under this Agreement, or cease doing business as a going concern, become insolvent, commit an act of bankruptcy, or become the subject of any proceeding under the Bankruptcy Act or other insolvency laws, or be seized or nationalized by a government or government instrumentality, then the Provider may, without notice and without relieving the Client of its obligations hereunder, terminate this Agreement, declare the balance of fees and charges to be due and payable, and assert maritime or other liens against the Facility. Notwithstanding anything contained in this Agreement to the contrary, should the Client default in the performance of its obligations under Clause 4.5 of this Agreement, the Provider may, without notice and without relieving the Client of its obligations hereunder, terminate this Agreement, declare the balance of fees and charges to be due and payable.

12. CONFIDENTIALITY

12.1 The Provider and the Client (including both party's principals, employees, officers, directors, and agents) shall treat as confidential and proprietary and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information whether verbal or written, or any description whatsoever (including any technical information, experience or data) regarding the terms of this Agreement or the Provider's Response Resources and Contractors without, in each instance, securing the prior written consent of the other party, except when both parties agree that the other may disclose that the Client has contracted with the Provider or such information is otherwise in the public domain.

12.2 In the event that either party shall be required by subpoena, court, or administrative order (hereinafter "The Order") to disclose any of the information deemed by this Agreement to be confidential and/or proprietary, that party shall give immediate written notice to the other party. Upon receipt of same, the party whose information may be the subject of The Order expressly reserves the right to interpose all objections it may have to the disclosure of its information. The foregoing shall survive the termination of expiration of this Agreement and shall continue until a specific written release is given by either party.

13. NON-ASSIGNMENT

Except to the extent of the Provider's right to subcontract for Response Resources and other services hereunder, this Agreement is personal to the parties, and neither rights nor obligations may be assigned by either party without the prior written consent of the other party.

Client may assign this Agreement, in whole or in part, without the consent of Provider if the assignment is made to any affiliate of Client.

14. TERM

This Agreement shall continue in full force and effect for the period of years as indicated on Schedule 1 and for successive periods of one year thereafter unless terminated by either party upon notice to the other party ninety (90) days or more before the next renewal date.

15. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing and signed by the party to be bound.

16. SEVERABILITY

If any section, subsection, clause or sentence of this Agreement shall be deemed illegal, invalid or unenforceable under any applicable law actually applied by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity and enforceability of this Agreement or any other section, subsection, clause or sentence thereof. Where, however, the provisions of any applicable law may be waived, they are hereby waived by the parties to

the full extent permitted by such law to the end that this Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and construed in all respects in accordance with the law of the State of Texas except to the extent that this Agreement entitles the Provider to the benefit of Responder Immunity Law applicable in the jurisdiction where the services are rendered in which case the Responder Immunity Law shall govern only the issue of the Provider's liability.
- 17.2 (a) In relation to any dispute arising out of or in relation to this Agreement, each of the Provider and the Client hereby irrevocably and unconditionally submits itself to the jurisdiction of the Courts of the State of Texas. Such courts within Texas shall have exclusive jurisdiction with relation to any dispute arising out of or in connection with this Agreement and for the benefit of the Client.
- (b) Each of the Provider and the Client hereby consents to service of process in any suit, action or other proceeding arising out of or in relation to this Agreement in such court within the State of Texas, and agrees that service by mail shall constitute valid service upon the Provider and/or Client.
- (c) Nothing in this Clause shall affect the right of the Provider to serve process in any manner permitted by law, or limit the right of the Provider to take proceedings with respect to this Agreement against the Client in any jurisdiction. Nor shall the taking of any proceedings with respect to this Agreement in any jurisdiction preclude the Provider from taking proceedings with respect to this Agreement in any other jurisdiction, whether concurrently or not.
- (d) The Provider may claim execution of any judgment or order in any court of appropriate authority of any state or country where the Client has any assets.

18. MISCELLANEOUS

- 18.1 This Agreement and the Schedules to this Agreement represent the entire understanding and agreement between the Provider and the Client and supersede any and all prior agreements, whether written or oral, that may exist between the Provider and the Client regarding same. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders or agreements purporting to modify, vary, supplement or explain a provision of this Agreement shall be effective unless set forth in writing and signed by representatives of each party authorized to amend this Agreement.
- 18.2 None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture between the parties for any purpose.
- 18.3 The Provider shall not be restricted (whether as Provider, agent, owner, operator, charterer or otherwise) from carrying on or being

concerned or interested in any business or activity which is or may be similar to or competitive with the business or activities now or at any time hereafter carried on by the Client.

19. NOTICES

19.1 Unless otherwise expressly provided herein, all notices, requests, demands, consents or other communications to or upon the parties under or pursuant to this Agreement shall:

- (a) be in English and in writing;
- (b) be deemed to have been duly given or made if it is:
 - (i) delivered by hand by a third party at the address of the relevant party set out below (or at such other address as the relevant party may hereafter specify to the other party) on the day of delivery; or
 - (ii) sent by telex or facsimile to the telex number or facsimile number of the relevant party set out herein, or to such other number as either party may hereafter specify to the other party, when sent.
 - (iii) in addition to the above, any notices, requests, demands, consents or other relevant communications will be sent to the Client's Law Department in Houston, TX.

19.2 For the purpose of this Clause, all notices, requests, demands or other communications shall be given or made by being addressed as follows:

~~Provider: National Response Corporation~~
3500 Sunrise Highway
Suite T-103
Great River, NY 11739

Telephone: (631) 224-9141
Telefacsimile: (631) 224-9082

Client: Plains Pipeline, L.P.
333 Clay Street, Suite 1600
P. O. Box 4648
Houston, TX 77210-4648
Telephone: 713 993-5162
Telefacsimile:
Email: jrjanak@paalp.com

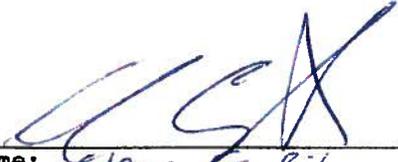
20. WARRANTY OF AUTHORITY

The Client hereby warrants that it has full authority to act on behalf of its principals with respect to the Facilities listed on Schedule 1 in respect of the matters addressed herein. The Client agrees to provide, if requested by the Provider, written confirmation of such authority.

21. CHANGE OF FACILITIES

- 21.1 The Client may delete a Facility from Schedule 1 and coverage under this Agreement if the Facility is to be taken out of service, on a quarterly basis as referenced in Schedule 3, with 30 days notice to Provider prior to the end of the quarter. Such Facility shall be deleted from coverage under the Agreement as of the end of the quarter specified in the notice.
- 21.2 The Client may add a Facility to Schedule 1 upon five (5) business days notice coupled with proof of Marine Oil Pollution Insurance and such other information as specified on Schedule 1 and as set forth in Provider's Instructions to Clients. Client's payment obligations will be amended at the commencement of the quarter following that in which the Facility is added.
- 21.3 Upon the addition or deletion of a Facility under this Clause, Schedule 1 will be amended accordingly and the Basic Compensation set forth in Schedule 3 will be amended based on the tankage of the listed Facilities and prorated for the remainder of the year.
-

IN WITNESS whereof the parties have duly executed this Agreement as of the date first written above.


Name: Steven Landis
Position: President
For and on behalf of
NATIONAL RESPONSE CORPORATION


Name: TROY E. VALENZUELA
Position: VICE PRESIDENT - EHS 
For and on behalf of
PLAINS PIPELINE, L.P.
By: PLAINS MARKETING GP Inc., Its
General Partner

SCHEDULES

1. Description of Client Capacity and Facility
 2. Description of Area of Service
 3. Basic Compensation
 4. Time and Material Rates
(Time & Material Rates can be access through NRC's website at www.nrcc.com. Client will need their Client Identification Number to access Time and Material Rates through the website.)
 5. Termination Date
-

SCHEDULE 1

Client: Name: PLAINS PIPELINE, L.P.
Type of entity: Partnership
Existing under law of: Texas
Principal office: Houston, TX

Capacity in which acting:

If acting as agent,
name(s) of principal(s):

Assets: All PAALP Refinery, Terminal, Pipeline, and Truck Assets

Terms of Agreement: Years: 3 Year Term *2011*
Commencing: October 1, ~~2011~~ *2010*

Days notice for termination (Clause 10.2):

SCHEDULE 2

DESCRIPTION OF SERVICE AREA

Provider spill response services will be provided in the following areas:

(1) The coastal and tidal waters, and the exclusive economic zone (as defined in the Oil Pollution Act of 1990 as "the zone established by Presidential Proclamation numbered 5030, dated March 10, 1983, including the ocean waters of the areas referred to as 'eastern special seas' in Article 3(1) of the Agreement between the United States of America and the Union of Soviet Socialist Republics on the maritime boundary, signed June 1, 1990") of the United States East, West and Gulf Coasts; with the inland and tidal bodies of water contained in item (2) to be generally accepted as the inward boundary of the Area of Service.

(2) The following inland and tidal bodies of water are included within the Area of Service:¹

ATLANTIC REGION

Penobscot River to Bucksport/Indian Point

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

Fore River to Turning Basin @ Rt. 295 Bridge

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

Portsmouth Harbor

Piscataqua River to Turning Basin

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

Boston Harbor; including:

-Chelsea River to Turning Basin

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

-Mystic River to State Highway Rt. 99 Bridge

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

-Weymouth Fore River to Turning Basin Town

River Channel and to Pine Point

-Salem Sound to Power Plant Facility

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

Cape Cod Canal: channel entire length

Narragansett Bay; including:

-Providence River to India Point

-Taunton River to

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

Long Island Sound; including:

-Pegunnock River to Bridgeport (Grand Street Overpass)

-Thames River to Lehigh Oil Co.

Pier

-Connecticut River to East Hartford

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

-Quinnipiac River to Grand Ave. Overpass

New York Harbor; including:

-Arthur Kill

-East River to Long Island Sound

-Jamaica Bay

-Hackensack River to (b) (7)(F),

-Hudson River to George Washington Bridge

-Kill Van Kull

-Newark Bay

¹ These stated boundaries of service are provided for contractual purposes. Provider will review any interest in coverage outside of these areas on a case-by-case basis.

-Passaic River to General Pulaski Skyway
-Raritan Bay/River

Upper Hudson River from:

-George Washington Bridge to Turning Basin
(b) (7)(F), (b) (3)
Albany/Troy)

Delaware Bay and River; including:

-Delaware River to Trenton (Federal Bridge)
-Schuylkill River to University Avenue Bridge

-Christina River to I-495 Bridge
(b) (7)(F), (b) (3)

Chesapeake and Delaware Canal entirely

Chesapeake Bay; including:

-Elk River to Chesapeake & Delaware Canal

-Patuxent River to:

- Spring Garden Channel Turning Basin

- Fort McHenry Channel N/W Branch Turning Basin

-Curtis Creek to I-695 Bridge
-Patuxent River to

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

-York River to Coleman Memorial Bridge

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

-James River to Richmond (37°32'00"N 77°26'00"W)

-Elizabeth River to Turning Basin at Mains Creek

-Wicomico River to Salisbury

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

SOUTHEAST REGION

Cape Hatteras; including:

-Pamlico Sound
-Albemarle Sound

Cape Fear River to Turning Basin at Wilmington

Charleston Harbor; including:

-Cooper River to Amoco Chemicals Facility
-Ashley River to Southern Dredging Co. Slip
-Wando River to O'Hare Point

Savannah, including Savannah River,

to Houlihan Bridge

St. John's River to Piney Point

Port Canaveral including barge canal to NASA Causeway

Palm Beach to Turning Basin

Port Everglades from:

-Brook Memorial Causeway to
-Dania Cut-Off Canal

Miami, including Government cut and main channel to US 41

ICW-Key West to Old Rhodes Key

ICW-Old Rhodes Key to Turning Basin (Miami)

ICW-Turning Basin (Miami) to Southport Channel (Port Everglades)

ICW-Brook Memorial Causeway to Turning Basin (Palm Beach)

ICW-Turning Basin (Palm Beach) to Canaveral Barge Canal

ICW-NASA Causeway to Ponce Inlet

Boca Grande Pass including Pine Island Sound and ICW to Caloosahatchee River to FPL facility

Tampa Bay; including:

-Egmont Channel into Tampa Bay
-Ship Channel to Port Manatee Turning Basin
-Old Tampa Bay South and North of Gandy Bridge

-Hillsborough Bay to

- End of Ybor Channel
- Hillsborough River to Tampa Expressway,
- including McKay Bay

GULF REGION

St. Marks River to

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

Apalachicola Bay to US 98 Bridge (29°44'N 84°55'W)

St. Andrews Bay and Channel to Panama City

Choctawhatchee Bay to the northern point of the ICW

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

Pensacola Bay to Bayou Chico Turning Basin

Mobile Bay; including:
-Chickasaw Creek to Highway 43
-Mobile River, 9' Navigation Channel approximately 3.0 miles North of Chickasaw Creek Junction

Pascagoula Bay; including Pascagoula River Channel to Marsh Lake Junction

Bayou Casotte to Turning Basin

Gulfport Channel to Turning Basin

Bay St. Louis to

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

Biloxi Bay to Industrial Seaway Turning Basin (approximately mile 15.0)

Mississippi River to US 190 Bridge at Baton Rouge

Atchafalaya River South of US 190 Bridge at Krotz Springs

Calcasieu River (including Industrial Canal, Rose Bluff Cutoff and Clooney Island Loop) to and including Old Town Bay

Sabine & Neches Rivers:
-Neches River (including Brakes Bayou) to I-10 overpass
-Sabine River to Port of Orange including Cow Bayou

Sabine Pass/Sabine Lake; including Taylor Bayou

Galveston Bay, East Bay

Galveston Bay, Trinity Bay, Houston Ship Channel

Houston Ship Channel to Turning Basin, including Buffalo Bayou to Turkey Bay

Galveston Bay, West Bay

Chocolate Bayou to approximately mile 9.5

Brazos River to Freeport, including Dow Chemical USA Barge Canal

Matagorda Bay; including:
-Lavaca Bay, including Port Lavaca to Tres Palacios
-Colorado River to Turning Basin
-Port Comfort to Turning Basin (inclusive barge channel)

Corpus Christi Bay; including:
-Industrial Canal to Viola Turning Basin
-Lydia Ann Channel
-Aransas Channel and Bay
-Redfish Bay
-La Quinta Channel

Brownsville, including:
-Ship Channel to Turning Basin
-Port Isabel Channel to Turning Basin

ICW-St. Joe Pass (Mississippi Sound) to Rigolets

ICW-Rigolets to Michoud

ICW-Michoud to Harvey Canal

~~ICW-Harvey Canal to Catahoula Bay~~

ICW-Catahoula Bay to Wax Lake Outlet

ICW-Wax Lake Outlet (Houma)-Houma Navigation Canal

ICW-Lake Cocodrie/Bayou Black/Bayou Chene/Bayou Boeuf

ICW-Bayou Boeuf to Wax Lake Outlet (Morgan City/Berwick)

ICW-Point Au Fer to Marsh Island

ICW-Grand Lake to Gibbstown

ICW-Grand Lake to Lake Calcasieu

ICW-Ellender to Port Arthur

ICW-Orange to Mud Bayou

ICW-Mud Bayou to East Bay (Galveston Bay)

ICW-East Bay to Galveston Bay Intersection

ICW-Cedar Lakes to Matagorda Peninsula East (Matagorda Bay)

ICW-East Matagorda Bay to Matagorda Bay

ICW-Matagorda Bay

ICW-Matagorda Bay, Port O'Connor

ICW-Espiritu Santo Bay to Aransas Pass

ICW-Baffin Bay to Port Mansfield

Pacific Region²

Humboldt Bay, Eureka

San Francisco Bay, CA
Hunters Pt. Mooring

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

San Pablo Bay

Suisun Bay to Pittsburg

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

Ports of Los Angeles and Long Beach

Port of San Diego

Strait of Juan De Fuca, WA

Northern Puget Sound

Southern Puget Sound to Tacoma

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

Rosario Strait, WA to U.S./Canada Border

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

Grays Harbor, WA to Aberdeen, WA

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

Columbia River to U.S. Route #205 Bridge, Portland, OR
Harrington Pt, Crims Island, St. Helens,

Vancouver to U.S. Route #205 Bridge

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

Willamette River, OR From Junction with Columbia River to RT, 405 Bridge, Portland, OR

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

Hawaii

U.S. CARIBBEAN

North Coast of Puerto Rico, including San Juan and Arecibo

San Juan Entrance and Harbor

West and Southwest Coast of Mona Island, including Mayaquez/Guanica

South Coast of Puerto Rico including Guanica, Guayanilla, Ponce and Guayama

Guanica Bay (South Coast of Puerto Rico)

Eastern Puerto Rico and the Islands of Vieques, Culebra, and St. Thomas (USVI)

Virgin Islands (USVI) St. Thomas, St. John, St. Croix

INLAND WATERWAYS

Coverage is extended to the following COTP zones:

- Mobile
- Memphis
- New Orleans
- St. Louis
- Huntington
- Pittsburgh
- Chicago
- Duluth
- Paducah
- Louisville

Provider's Area of Service extends to all COTP zones in the Great Lakes.

² In this region, if necessary the Client shall also maintain an agreement with a local oil spill removal organization to satisfy the requirements of State Law.

PLAINS ALL AMERICAN PIPELINE L.P.

SCHEDULE 3

2011

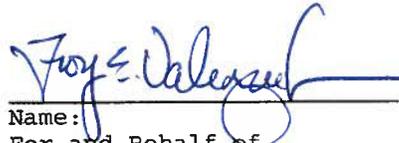
BASIC COMPENSATION

Total Annual Retainer **\$ 672,299 per Annum***

*Multi-year contracts are subject to a Consumer Price Index increase in the second and third years.

Term: Three-years, October 1, 2011 through September 30, 2014

Approved:



Name:
For and Behalf of
Plains Pipeline L.P.
By: Plains Marketing GP Inc.,
Its General Partner

SCHEDULE 5

Initial Termination Date:

September 30, 2014



February, 2012
PREP Credit Report

Dear Client:

Please find attached the - ***NRC 2011 Annual Preparedness for Response Exercise Program (PREP) Equipment Deployment Summary Report*** (Attachment A) for review and retention with an accompanying Letter of Attestation (Attachment B). This report documents OSRO equipment deployment exercise information in compliance with the National Preparedness for Response Exercise Program (PREP) Guidelines for reportable and evaluated on-water equipment deployments during exercises, training and actual spill responses. It provides information necessary for your OSRO equipment deployment credit for the 2011 calendar year.

This report documents deployment of the various types of skimming systems and boom that NRC owns or controls for classification purposes. It includes equipment aboard our Oil Spill Response Vessels (OSRVs) and at Independent Contractor Network (ICN) facilities dispersed throughout the various Captain of the Ports (COTP) areas. The information categories include:

ICN/OSRV - Each response facility and OSRV that comprise the NRC's response network. We also indicate the USCG OSRO classification ID next to their names.

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COTP-MSO REGION - The COTP-MSO or EPA Region in which the response equipment and facility personnel are based.

SKIMMING EQUIPMENT - Each type of skimmer in the NRC owned or controlled equipment inventory. A numeric figure in the columns for each type of skimmer indicates the number of times that personnel at a particular facility or OSRV have activated and deployed this type of skimming system in the water.

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Company Name	Status
Bosarge Diving	Joined
Mackinac Environmental Technology	Joined
Pacific Commercial Services	Joined
PAL Environmental Services	Joined
Teksolv, Inc.	Joined
Sea Tow Palm Beach	Joined
Shaw Group	Deleted
Global Petroleum	Deleted
Premier Electronics	Deleted
Renner	Deleted
RMR, Inc.	Deleted
Zaccor	Deleted
Industrial Cleanup, Inc.	Deleted
Bellon Environmental	Now d/b/a SET Environmental, Inc.
Symcore	Now d/b/a Intracoastal
Northstar Marine	Now d/b/a Northstar Marine Environmental Services
Coteau Environmental	Now d/b/a Prairie Consulting Group
Southeast Response & Remediation	Now d/b/a SR&R Environmental

ICN facility equipment deployment records are held at each facility and at NRC Headquarters in Great River, NY. OSRV equipment deployment records are maintained on board the vessels and both at NRC Headquarters and in the NRC Houston Marine Department office. These internal historical records identify each equipment deployment occurrence by:

- NRC Control No.
- Date of deployment
- Event description - actual spill incident, equipment training or exercise
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- Type and quantity of boom deployed

If you have any questions regarding this report, contact Charles Comerford at 631-224-9141. Please ensure individuals responsible for the PREP program in your organization receive this report. If you would like additional copies they are located on our Web site, which is www.nrcc.com under the client access portion. Widest dissemination of this document is encouraged.

Sincerely,



Steven A. Candito
President
National Response Corporation



Regional Breakdown

Northeast Region

General Manager: John Hielscher

3500 Sunrise Highway - Suite T-103, Great River, NY 11739

(631)224-9141 Ext 142

States Covered:

Indiana, Michigan, Ohio, New York, Pennsylvania, Maryland, Delaware, New Jersey, Connecticut, Vermont, Massachusetts, Rhode Island, New Hampshire, Maine, West Virginia, Virginia

South Region

General Manager: Ray McCoy

818 Town & Country Blvd. - Suite 200, Houston, TX 77024

(281)606-4848

States Covered:

Texas, Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, Colorado, New Mexico, Mississippi, Alabama

Southeast Region

General Manager: Jason DeSantis

104 River Lane, Ormond Beach, FL 32176

(386)441-7719

States Covered:

Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Missouri, Illinois, Iowa, Minnesota, Wisconsin

West Coast Regional Breakdown (NRCES)

Pacific Northwest Region

PNW General Manager: Jim Riedel

1630 10th Ave., South – Suite 150, Seattle, WA 98108

(206)607-3000

States Covered: Washington, Oregon, Idaho, Montana, Wyoming, Hawaii, North Dakota, South Dakota

West Region

VP/General Manager: Todd Roloff

1805 Ferry Point Road, Alameda, CA 94501

(510)749-1390

States Covered: California, Nevada, Utah, Arizona

CORPORATE HEADQUARTERS

3500 SUNRISE HIGHWAY, T103
GREAT RIVER, NEW YORK 11739
(631) 224-9141 · FAX (631) 224-9082

REGIONAL OFFICES

NEW YORK, NY HOUSTON, TX TAMPA, FL
MEMPHIS, TN SAN DIEGO, CA LONG BEACH, CA
SAN FRANCISCO, CA PORTLAND, OR SEATTLE,
WA OLD SAN JUAN, PR ST. CROIX, USVI



Regional Breakdown

Caribbean Region

General Manager: David Aviles

P.O. Box 9022750, San Juan, PR 00902

(787)789-2000

Islands Covered: Puerto Rico, St. Thomas, St. Croix, St. Lucia, Aruba

Virgin Islands

Regional Manager: Joe Schilling

8A Williams Fredriksted, St. Croix, West Virgin Islands 00840

Islands Covered: St. Croix (Hovensa)

Aruba

Regional Manager: James Haeghaert

Bungalow 251, First Ave., Seroe Colorado, San Nicholas, Aruba

Island Covered: Aruba



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Northeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Northern New England	NRC - 0016	Searsport, ME	Bangor, ME	1,000'		1			1	
COTP Northern New England	NRC - 0016	Fore River So. Portland, ME	NRC Reliant So. Portland, ME		1,000'		1	1		
COTP Pittsburgh	NRC - 0016	Allegheny River Pittsburgh, PA	Pittsburgh, PA				1			
COTP New York	NRC - 0016	Lower NY Harbor, Gravesend Bay, NY	NRC Guardian Staten Island, NY		1,000'			1		
COTP Hampton Roads	NRC - 0016	Chesapeake River, VA	Norfolk, VA	2,000'		1			1	
COTP Northern New England	NRC - 0016	Penobscot River, Bucksport, ME	Bangor, ME	1,000'					1	
COTP Buffalo	NRC - 0016	Lake Ontario, Oswego Harbor, NY	Oswego, NY	1,000'		1				
COTP New York	MEG - 0020	Newburgh, NY	N/A	1,200'		1				
COTP Delaware Bay	MEG - 0020	Maurice River, NJ	N/A	6,000'			1			
COTP Northern New England	MEG - 0020	Lake Champlain, NY	N/A	1,100'					1	
COTP Baltimore	MEG - 0020	Baltimore, MD	N/A	1,000'					1	
COTP New York	MEG - 0020	West Haverstraw, NY	N/A	1,800'					1	



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Miami	NRC - 0016	Miami Harbor, Miami, FL	NRC Liberty Miami, FL		2,000'	1			1	
COTP Key West	NRC - 0016	Key West Harbor, Key West, FL	Key West, FL	2,000'			2			
COTP Upper Mississippi	NRC - 0016	Merrimac River, St. Louis, MO	Fenton, MO	4,000'			1		1	
COTP Ohio Valley	NRC - 0016	Paducah, KY	Paducah, KY Duluth, MN	3,100'					1	
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Jacksonville	CBI - 0048	Port Canaveral, FL	N/A	1,000'						
COTP Miami	CBI - 0048	Port Everglades, FL	N/A	1,000'		1			1	
COTP Tampa	DES - 0037	Port of Tampa, FL	N/A	1,600'						
COTP Tampa	DES - 0037	Tampa Bay, FL	N/A	2,200'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southern Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX						1	2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX							2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	NRC Valiant, Corpus Christi, TX		1,600					
COTP Houston / Galveston	NRC - 0016	Gulf of Mexico Galveston, TX	NRC Admiral, Galveston, TX		1,900'					
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA				1	1	2	2
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA		2,000'		1			
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS		1,000'					
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS				1	1		
COTP Mobile	USES - 0038	Birmingham, AL	N/A	1,100'		1				
COTP Mobile	USES - 0038	Mobile, AL	N/A	2,000'		2				
COTP New Orleans	USES - 0038	Venice, LA	N/A	2,000'		1				
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Lower Mississippi	ACME - 0010	Little Wewoka Creek	N/A	1,100'		4				
COTP Corpus Christi	MES - 0072	Ingelside, TX	N/A	1,000'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Western Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA	2,000'			1			
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA				1			
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP Los Angeles	NRC - 0016	Port of Long Beach, Long Beach, CA	Long Beach, CA						2	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,500'	1	1	1	1	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		3,000'					
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,100'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		3,500'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,000'					
COTP San Francisco	NRC - 0016	Crissy Field, San Francisco, CA	Alameda, CA		2,700'			1		
COTP San Francisco	NRC - 0016	Pier 92, San Francisco Bay, CA	Alameda, CA		1,000'		1			
COTP San Francisco	NRC - 0016	San Francisco Bay, CA	Alameda & Richmond		8,900'			1		
COTP San Francisco	NRC - 0016	Richmond Dock, Richmond, CA	Alameda, CA		3,700'	1				



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Northwest Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA						2	
COTP Puget Sound	NRC - 0016	Columbia River, WA	Neah Bay, WA		4,000'			2	1	
COTP Puget Sound	NRC - 0016	Forks, WA	Neah Bay, WA				1		1	
COTP Portland	NRC - 0016	Grays Harbor, WA	Ferndale, WA						1	
COTP Puget Sound	NRC - 0016	Neah Bay Straits	NRC Cape Flattery Neah Bay, WA						1	
COTP Puget Sound	NRC - 0016	Seattle, WA	Seattle, WA		1,000'			2		
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA	1,200'						
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,300'					



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Caribbean Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR						1	
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR			1	1		1	1
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR	1,000'					1	
COTP San Juan	NRC - 0016	Yabucoa, PR	Yabucoa, PR		1,000'					1
COTP San Juan	NRC - 0016	St. Croix, VI	Christianstead, St. Croix, VI		1,000'			1		
N/A	NRC - 0016	Aruba	NRC Sentry, Aruba		1,000'					



ATTESTATION

I, Steven A. Candito, President of National Response Corporation (NRC), an Oil Spill Removal Organization (OSRO) with full OSRO classifications in all Captain of the Port Zones, for all operating environments within our Area of Service do hereby attest, based upon the information provided to me by the members of the NRC Independent Contractor Network, each of whom are responsible for similar attestations to their own clients under the National Preparedness for Response Exercise Program and based on my own personal knowledge, that boom and skimming systems, more than adequate to satisfy the OSRO field equipment deployment drill requirements of OPA '90 have been deployed on your behalf in the United States East Coast, Gulf Coast, West Coast, Inland River and Caribbean Regions within the most recent calendar year. Further that NRC-owned equipment is inspected and maintained under a formal preventive maintenance program. Personnel training requirements are met through a formal equipment deployment-training program. The personnel who deployed the equipment demonstrated their ability to successfully deploy and operate the equipment and the equipment was in good working order. Further, records of these deployments are maintained at our headquarters in Great River, New York, USA.

Date: 17 February 2012

A handwritten signature in black ink, appearing to read "S. Candito", is written above a horizontal line.

Steven A. Candito
President
National Response Corporation

Attachment B

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
U.S. Coast Guard
National Strike Force

1461 North Road Street
Elizabeth City, NC 27909
Phone: 252-331-6000
FAX: 252-331-6012

16465

FEB 7 2012

National Response Corp.
Attn: Mike Reese
3500 Sunrise Highway
Great River, NY 11739

Dear Mr. Reese:

This letter is to notify you that your National Response Corporation's (NRC) application for dispersant classification has been reviewed and evaluated utilizing the Dispersant Mission Planner 2 (DMP2) Calculator, and facility and vessel response plan requirements set forth in 33 CFR 154 and 155, respectively. Based on the data contained within your application, NRC has successfully met the criteria for dispersant classifications in the Sector Honolulu Captain of the Port Zone. These classification additions have been reflected in enclosure (1).

You are responsible for informing this office and your clients of any changes to your status. The Response Resource Inventory (RRI) database is currently being modified to capture dispersant data. Once these modifications have been completed, you will receive access notification accompanied by instructions for managing your dispersant data within the RRI.

If you have any questions or would like more information regarding your classifications, please contact my staff using the contact information found in enclosure (2).

Thank you for your participation in the OSRO Classification program.

Sincerely,


D. C. Haynes

Enclosures: (1) NRC Dispersant Classification List
(2) NSFCC Contact List

Copy: COMDT (CG-5332, CG-5431, CG5442)
DOG (DG-33)
CGD Fourteen (dr)
SECTOR Honolulu
EPA Region 9
PHMSA (HQ, Western Regions)
BSEE (Pacific Region)

NRC DISPERSANT CLASSIFICATIONS

COTP ZONE	WCD1	WCD2	WCD3
Boston	X	X	X
Charleston	X	X	X
Columbia River	X	X	X
Corpus Christi	X	X	X
Delaware Bay	X	X	X
Hampton Roads	X	X	X
Hawaii	None	X	X
Houston	X	X	X
Jacksonville	X	X	X
Key West	X	X	X
Long Island Sound	X	X	X
LA/LB	X	X	X
Miami	X	X	X
Mobile	X	X	X
Morgan City	X	X	X
New Orleans	X	X	X
New York	X	X	X
North Carolina	X	X	X
Northern New England	X	X	X
Port Arthur	X	X	X
Puget Sound	X	X	X
San Diego	X	X	X
San Francisco	X	X	X
San Juan	X	X	X
Savannah	X	X	X
Southern New England	X	X	X
St Petersburg	X	X	X

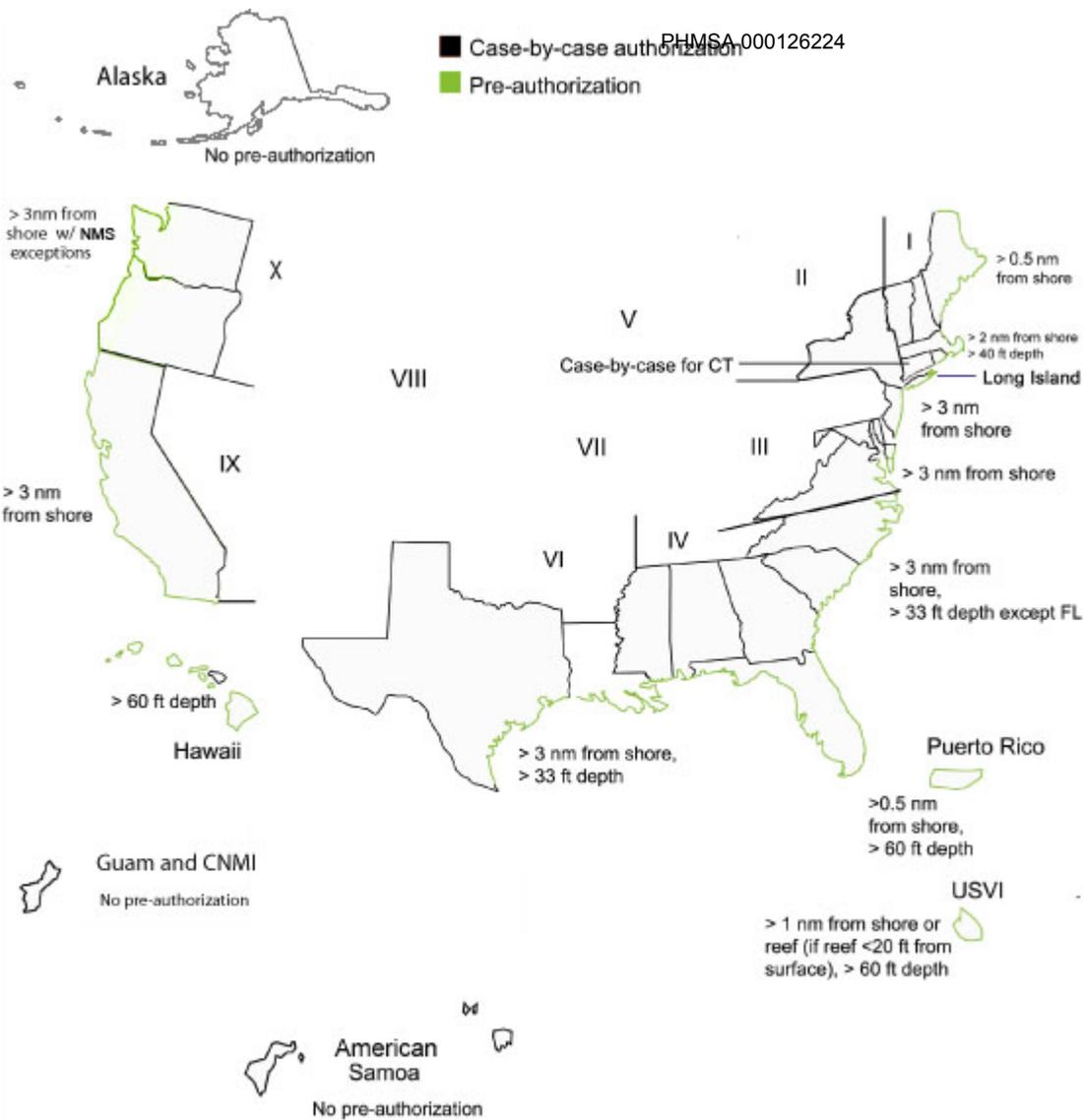
**NATIONAL STRIKE FORCE COORDINATION CENTER
(NSFCC)**

PHONE: (252) 331-6000

FAX: (252) 331-6012

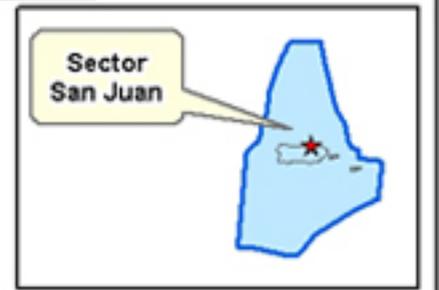
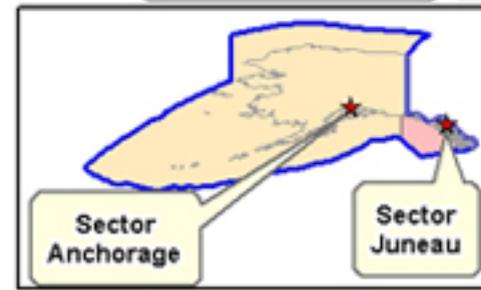
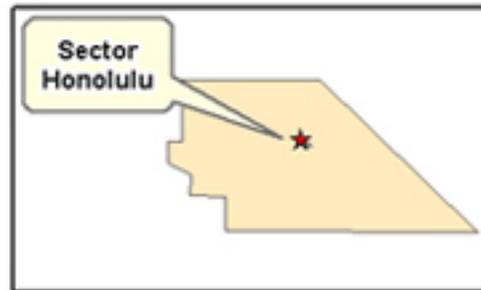
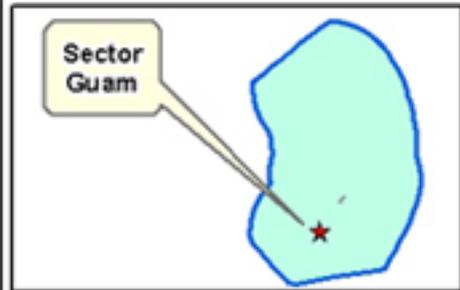
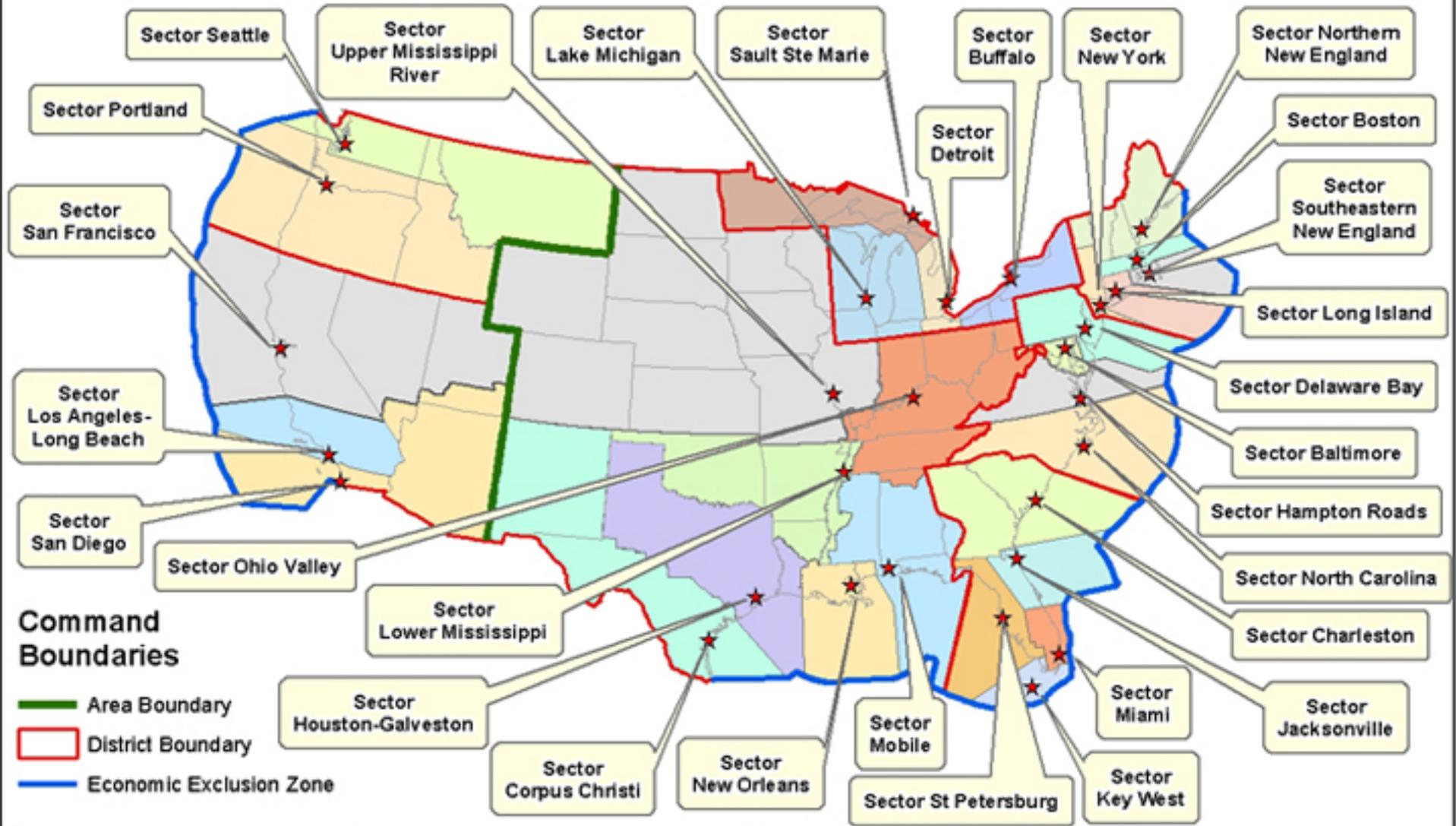
NAME	EXTENSION	EMAIL
LT Irvin Jones	x3035	Irvin.W.Jones@uscg.mil
Mr. Adam Evans	x3091	Adam.S.Evans@uscg.mil
MST1 Eben Wilson	x3057	Eben.E.Wilson@uscg.mil
MST2 Wyatt Ingram	x3059	Wyatt.A.Ingram@uscg.mil

PHMSA 000126224



U. S. Coast Guard Sector Commands

RHMSA 000126225





February, 2012
PREP Credit Report

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Mackinac Environmental Technology	Joined
Pacific Commercial Services	Joined
PAL Environmental Services	Joined
Teksolv, Inc.	Joined
Sea Tow Palm Beach	Joined
Shaw Group	Deleted
Global Petroleum	Deleted
Premier Electronics	Deleted
Renner	Deleted
RMR, Inc.	Deleted
Zaccor	Deleted
Industrial Cleanup, Inc.	Deleted
Bellon Environmental	Now d/b/a SET Environmental, Inc.
Symcore	Now d/b/a Intracoastal
Northstar Marine	Now d/b/a Northstar Marine Environmental Services
Coteau Environmental	Now d/b/a Prairie Consulting Group
Southeast Response & Remediation	Now d/b/a SR&R Environmental

ICN facility equipment deployment records are held at each facility and at NRC Headquarters in Great River, NY. OSRV equipment deployment records are maintained on board the vessels and both at NRC Headquarters and in the NRC Houston Marine Department office. These internal historical records identify each equipment deployment occurrence by:

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- Type of skimming system deployed
- Type and quantity of boom deployed

If you have any questions regarding this report, contact Charles Comerford at 631-224-9141. Please ensure individuals responsible for the PREP program in your organization receive this report. If you would like additional copies they are located on our Web site, which is www.nrcc.com under the client access portion. Widest dissemination of this document is encouraged.

Sincerely,



Steven A. Candito
 President
 National Response Corporation



Regional Breakdown

Northeast Region

General Manager: John Hielscher

3500 Sunrise Highway - Suite T-103, Great River, NY 11739

(631)224-9141 Ext 142

States Covered:

Indiana, Michigan, Ohio, New York, Pennsylvania, Maryland, Delaware, New Jersey, Connecticut, Vermont, Massachusetts, Rhode Island, New Hampshire, Maine, West Virginia, Virginia

South Region

General Manager: Ray McCoy

818 Town & Country Blvd. - Suite 200, Houston, TX 77024

(281)606-4848

States Covered:

Texas, Louisiana, Arkansas, Oklahoma, Kansas, Nebraska, Colorado, New Mexico, Mississippi, Alabama

Southeast Region

General Manager: Jason DeSantis

104 River Lane, Ormond Beach, FL 32176

(386)441-7719

States Covered:

Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Florida, Missouri, Illinois, Iowa, Minnesota, Wisconsin

West Coast Regional Breakdown (NRCES)

Pacific Northwest Region

PNW General Manager: Jim Riedel

1630 10th Ave., South – Suite 150, Seattle, WA 98108

(206)607-3000

States Covered: Washington, Oregon, Idaho, Montana, Wyoming, Hawaii, North Dakota, South Dakota

West Region

VP/General Manager: Todd Roloff

1805 Ferry Point Road, Alameda, CA 94501

(510)749-1390

States Covered: California, Nevada, Utah, Arizona

CORPORATE HEADQUARTERS

3500 SUNRISE HIGHWAY, T103
GREAT RIVER, NEW YORK 11739
(631) 224-9141 · FAX (631) 224-9082

REGIONAL OFFICES

NEW YORK, NY HOUSTON, TX TAMPA, FL
MEMPHIS, TN SAN DIEGO, CA LONG BEACH, CA
SAN FRANCISCO, CA PORTLAND, OR SEATTLE,
WA OLD SAN JUAN, PR ST. CROIX, USVI



Regional Breakdown

Caribbean Region

General Manager: David Aviles

P.O. Box 9022750, San Juan, PR 00902

(787)789-2000

Islands Covered: Puerto Rico, St. Thomas, St. Croix, St. Lucia, Aruba

Virgin Islands

Regional Manager: Joe Schilling

8A Williams Fredriksted, St. Croix, West Virgin Islands 00840

Islands Covered: St. Croix (Hovensa)

Aruba

Regional Manager: James Haeghaert

Bungalow 251, First Ave., Seroe Colorado, San Nicholas, Aruba

Island Covered: Aruba



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Northeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Northern New England	NRC - 0016	Searsport, ME	Bangor, ME	1,000'		1			1	
COTP Northern New England	NRC - 0016	Fore River So. Portland, ME	NRC Reliant So. Portland, ME		1,000'		1	1		
COTP Pittsburgh	NRC - 0016	Allegheny River Pittsburgh, PA	Pittsburgh, PA				1			
COTP New York	NRC - 0016	Lower NY Harbor, Gravesend Bay, NY	NRC Guardian Staten Island, NY		1,000'			1		
COTP Hampton Roads	NRC - 0016	Chesapeake River, VA	Norfolk, VA	2,000'		1			1	
COTP Northern New England	NRC - 0016	Penobscot River, Bucksport, ME	Bangor, ME	1,000'					1	
COTP Buffalo	NRC - 0016	Lake Ontario, Oswego Harbor, NY	Oswego, NY	1,000'		1				
COTP New York	MEG - 0020	Newburgh, NY	N/A	1,200'		1				
COTP Delaware Bay	MEG - 0020	Maurice River, NJ	N/A	6,000'			1			
COTP Northern New England	MEG - 0020	Lake Champlain, NY	N/A	1,100'					1	
COTP Baltimore	MEG - 0020	Baltimore, MD	N/A	1,000'					1	
COTP New York	MEG - 0020	West Haverstraw, NY	N/A	1,800'					1	



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southeast Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Miami	NRC - 0016	Miami Harbor, Miami, FL	NRC Liberty Miami, FL		2,000'	1			1	
COTP Key West	NRC - 0016	Key West Harbor, Key West, FL	Key West, FL	2,000'			2			
COTP Upper Mississippi	NRC - 0016	Merrimac River, St. Louis, MO	Fenton, MO	4,000'			1		1	
COTP Ohio Valley	NRC - 0016	Paducah, KY	Paducah, KY Duluth, MN	3,100'					1	
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Ohio Valley	USES - 0038	Nashville, TN	N/A	1,000'						
COTP Jacksonville	CBI - 0048	Port Canaveral, FL	N/A	1,000'						
COTP Miami	CBI - 0048	Port Everglades, FL	N/A	1,000'		1			1	
COTP Tampa	DES - 0037	Port of Tampa, FL	N/A	1,600'						
COTP Tampa	DES - 0037	Tampa Bay, FL	N/A	2,200'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Southern Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX						1	2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	Corpus Christi, TX							2
COTP Corpus Christi	NRC - 0016	Corpus Christi, TX	NRC Valiant, Corpus Christi, TX		1,600					
COTP Houston / Galveston	NRC - 0016	Gulf of Mexico Galveston, TX	NRC Admiral, Galveston, TX		1,900'					
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Houston / Galveston	NRC - 0016	Galveston Harbor Galveston, TX	NRC Admiral, Galveston, TX					1		
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA				1	1	2	2
COTP Morgan City	NRC - 0016	Morgan City, LA	NRC Energy, Morgan City, LA		2,000'		1			
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS		1,000'					
COTP Lower Mississippi	NRC - 0016	Harbor Bayou La Batre, MS	NRC Defender, Bayou La Batre, MS				1	1		
COTP Mobile	USES - 0038	Birmingham, AL	N/A	1,100'		1				
COTP Mobile	USES - 0038	Mobile, AL	N/A	2,000'		2				
COTP New Orleans	USES - 0038	Venice, LA	N/A	2,000'		1				
COTP Lower Mississippi	USES - 0038	Little Rock, AR	N/A	1,000'		1				
COTP Lower Mississippi	ACME - 0010	Little Wewoka Creek	N/A	1,100'		4				
COTP Corpus Christi	MES - 0072	Ingelside, TX	N/A	1,000'						



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Western Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA	2,000'			1			
COTP San Diego	NRC - 0016	San Diego Harbor, San Diego, CA	San Diego, CA				1			
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP Los Angeles	NRC - 0016	Port of Long Beach, Long Beach, CA	Long Beach, CA						2	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,500'	1	1	1	1	
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		3,000'					
COTP Los Angeles	NRC - 0016	Port of Los Angeles, Los Angeles, CA	Los Angeles, CA		1,200'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,100'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		3,500'					
COTP San Francisco	NRC - 0016	Humboldt Bay, CA	San Francisco, CA		1,000'					
COTP San Francisco	NRC - 0016	Crissy Field, San Francisco, CA	Alameda, CA		2,700'			1		
COTP San Francisco	NRC - 0016	Pier 92, San Francisco Bay, CA	Alameda, CA		1,000'		1			
COTP San Francisco	NRC - 0016	San Francisco Bay, CA	Alameda & Richmond		8,900'			1		
COTP San Francisco	NRC - 0016	Richmond Dock, Richmond, CA	Alameda, CA		3,700'	1				



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Northwest Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA						2	
COTP Puget Sound	NRC - 0016	Columbia River, WA	Neah Bay, WA		4,000'			2	1	
COTP Puget Sound	NRC - 0016	Forks, WA	Neah Bay, WA				1		1	
COTP Portland	NRC - 0016	Grays Harbor, WA	Ferndale, WA						1	
COTP Puget Sound	NRC - 0016	Neah Bay Straits	NRC Cape Flattery Neah Bay, WA						1	
COTP Puget Sound	NRC - 0016	Seattle, WA	Seattle, WA		1,000'			2		
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA	1,200'						
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,000'					
COTP Puget Sound	NRC - 0016	Ferndale, WA	NRC Columbia, Ferndale, WA		1,300'					



2011 ANNUAL EQUIPMENT DEPLOYMENT SUMMARY

NRC Caribbean Region

COTP Zone or EPA Region	Contractor Name and OSRO #	Deployment Location	NRC Equipment Storage Site	Boom 6" - 18"	Boom 19" - 42"	Skimmer Drum	Skimmer Floating Suction	Skimmer Oleophilic Belt	Skimmer Oleophilic Disc / Brush	Skimmer Oleophilic Rope Mop
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR						1	
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR			1	1		1	1
COTP San Juan	NRC - 0016	Guayanilla Bay, PR	San Juan, PR	1,000'					1	
COTP San Juan	NRC - 0016	Yabucoa, PR	Yabucoa, PR		1,000'					1
COTP San Juan	NRC - 0016	St. Croix, VI	Christianstead, St. Croix, VI		1,000'			1		
N/A	NRC - 0016	Aruba	NRC Sentry, Aruba		1,000'					



ATTESTATION

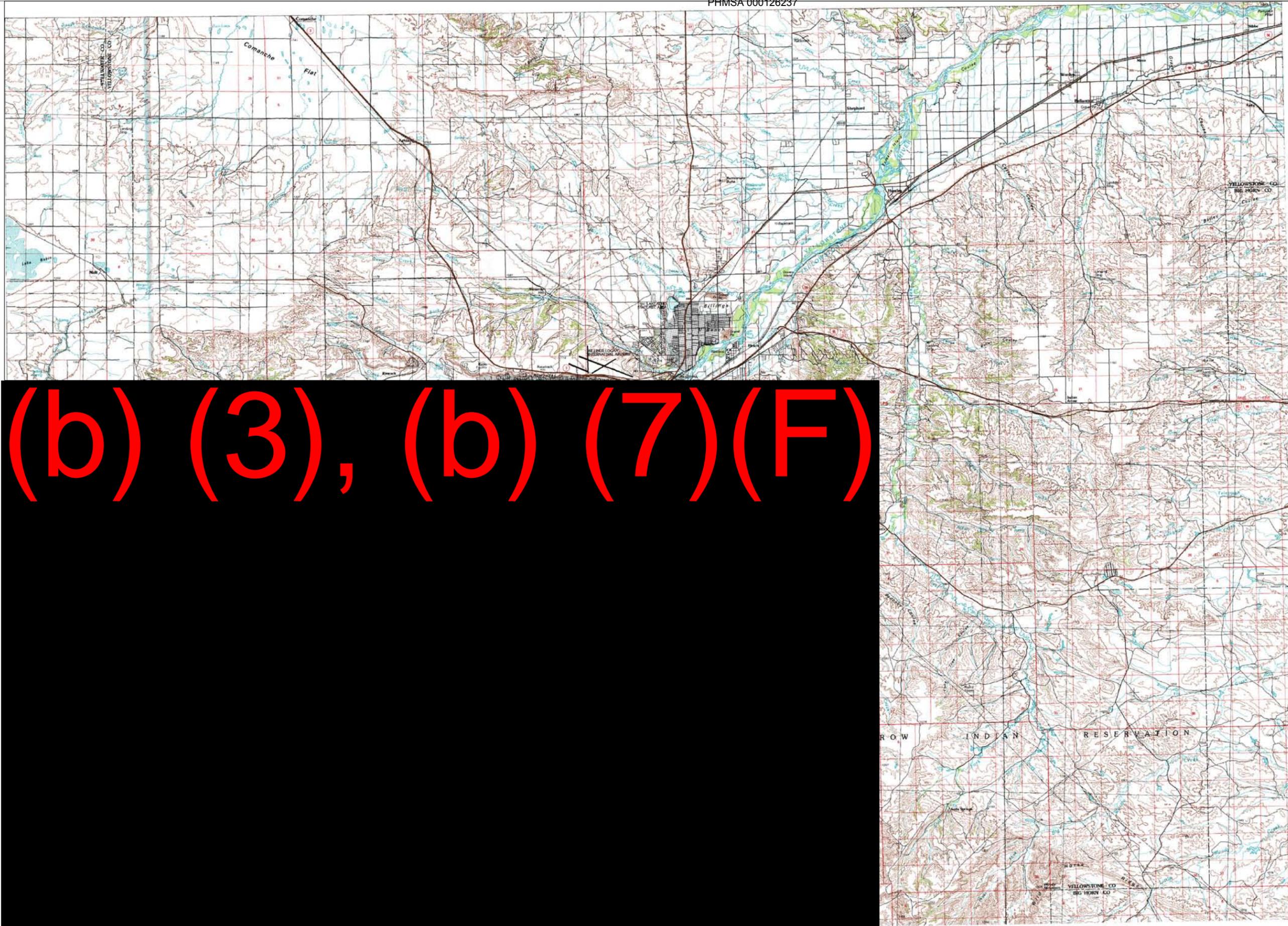
I, Steven A. Candito, President of National Response Corporation (NRC), an Oil Spill Removal Organization (OSRO) with full OSRO classifications in all Captain of the Port Zones, for all operating environments within our Area of Service do hereby attest, based upon the information provided to me by the members of the NRC Independent Contractor Network, each of whom are responsible for similar attestations to their own clients under the National Preparedness for Response Exercise Program and based on my own personal knowledge, that boom and skimming systems, more than adequate to satisfy the OSRO field equipment deployment drill requirements of OPA '90 have been deployed on your behalf in the United States East Coast, Gulf Coast, West Coast, Inland River and Caribbean Regions within the most recent calendar year. Further that NRC-owned equipment is inspected and maintained under a formal preventive maintenance program. Personnel training requirements are met through a formal equipment deployment-training program. The personnel who deployed the equipment demonstrated their ability to successfully deploy and operate the equipment and the equipment was in good working order. Further, records of these deployments are maintained at our headquarters in Great River, New York, USA.

Date: 17 February 2012

A handwritten signature in black ink, appearing to read "S. Candito", is written over a horizontal line.

Steven A. Candito
President
National Response Corporation

Attachment B



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



ROCKY MOUNTAIN PIPELINE SYSTEM

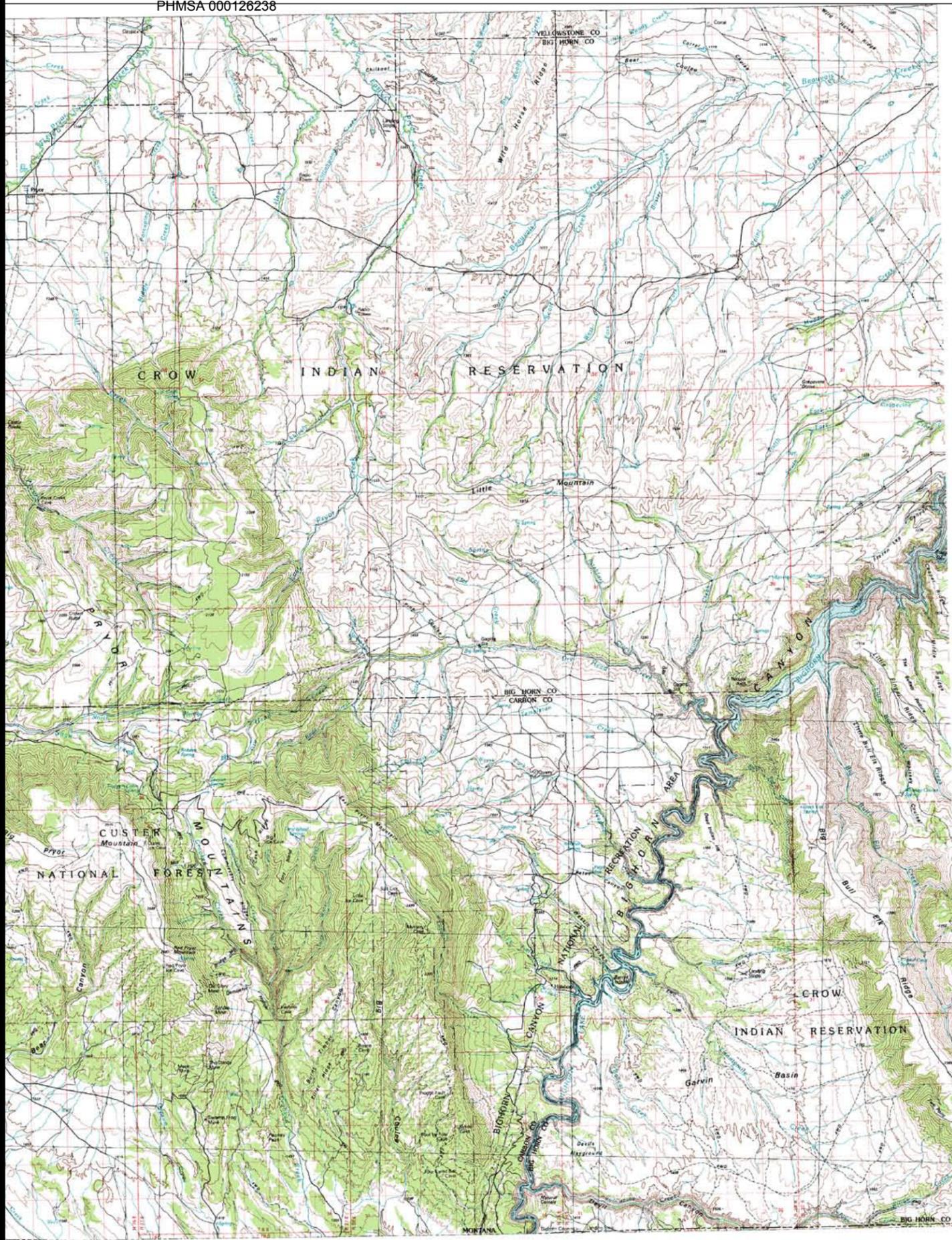
WESTERN CORRIDOR
BEARTOOTH PIPELINE SYSTEM
BILLINGS TO ELK BASIN

DRAWN JM	CHECKED M. Reese	USGS QUAD:
DATE 03/31/04	SCALE 1:100,000	BILLINGS, MONTANA

401-D-G-0001
MP: 0-25

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

PHMSA 000126238



ROCKY MOUNTAIN PIPELINE SYSTEM

WESTERN CORRIDOR
BEARTOOTH PIPELINE SYSTEM
BILLINGS TO ELK BASIN

DRAWN J.M. CHECKED M. Reese USGS QUAD:
DATE 03/31/04 SCALE 1:100,000 BRIDGER, MONTANA

401-D-G-0002
MP: 30-65

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

PHMSA 000126239



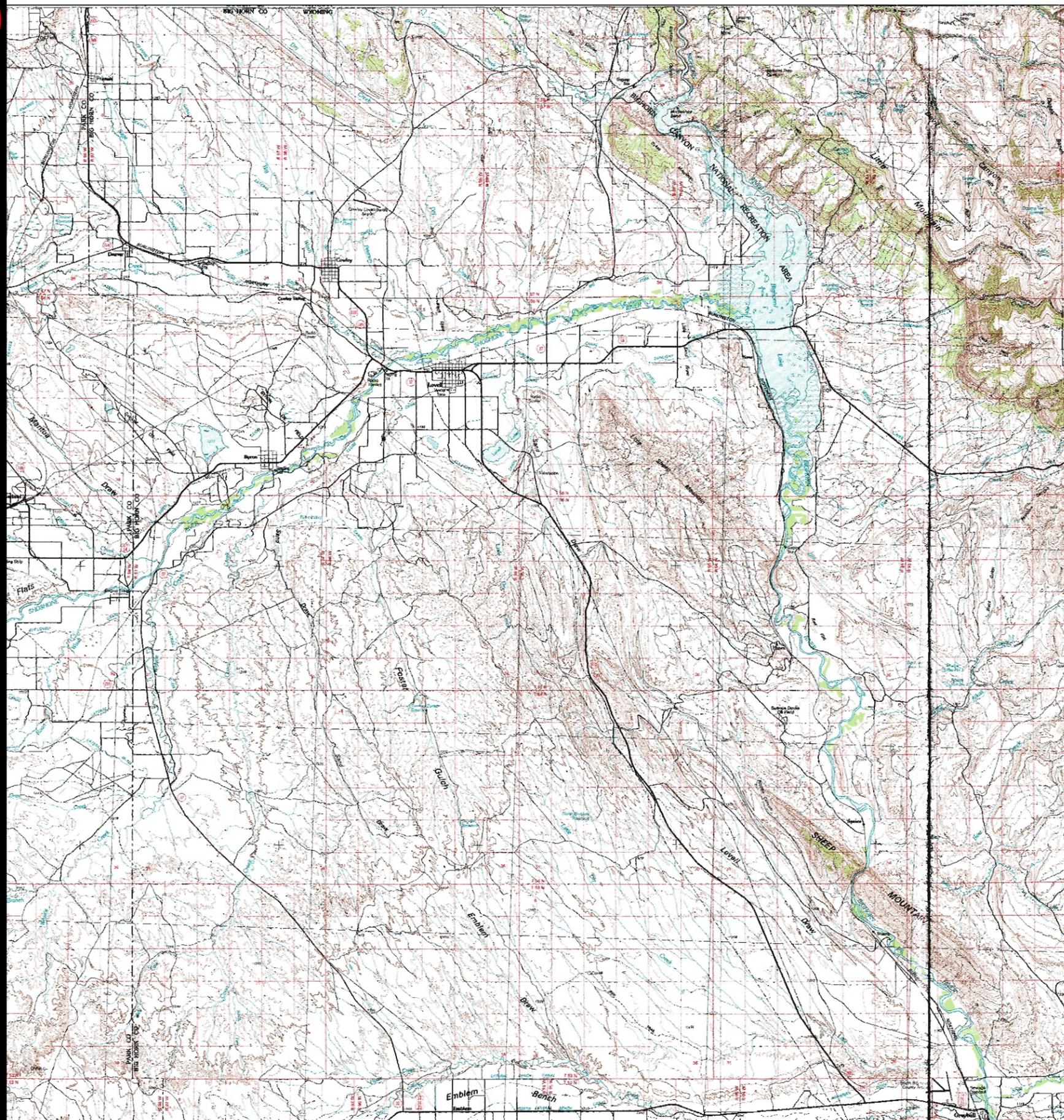
ROCKY MOUNTAIN PIPELINE SYSTEM
WESTERN CORRIDOR
BEARTOOTH PIPELINE SYSTEM
BILLINGS TO ELK BASIN

OWNER: JIM	DESIGNED: M. Rouse	USER: GARD
DATE: 03/31/04	SCALE: 1:100,000	POWER: POWELL, WYOMING

401-D-G-0003
MP: 70-75

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

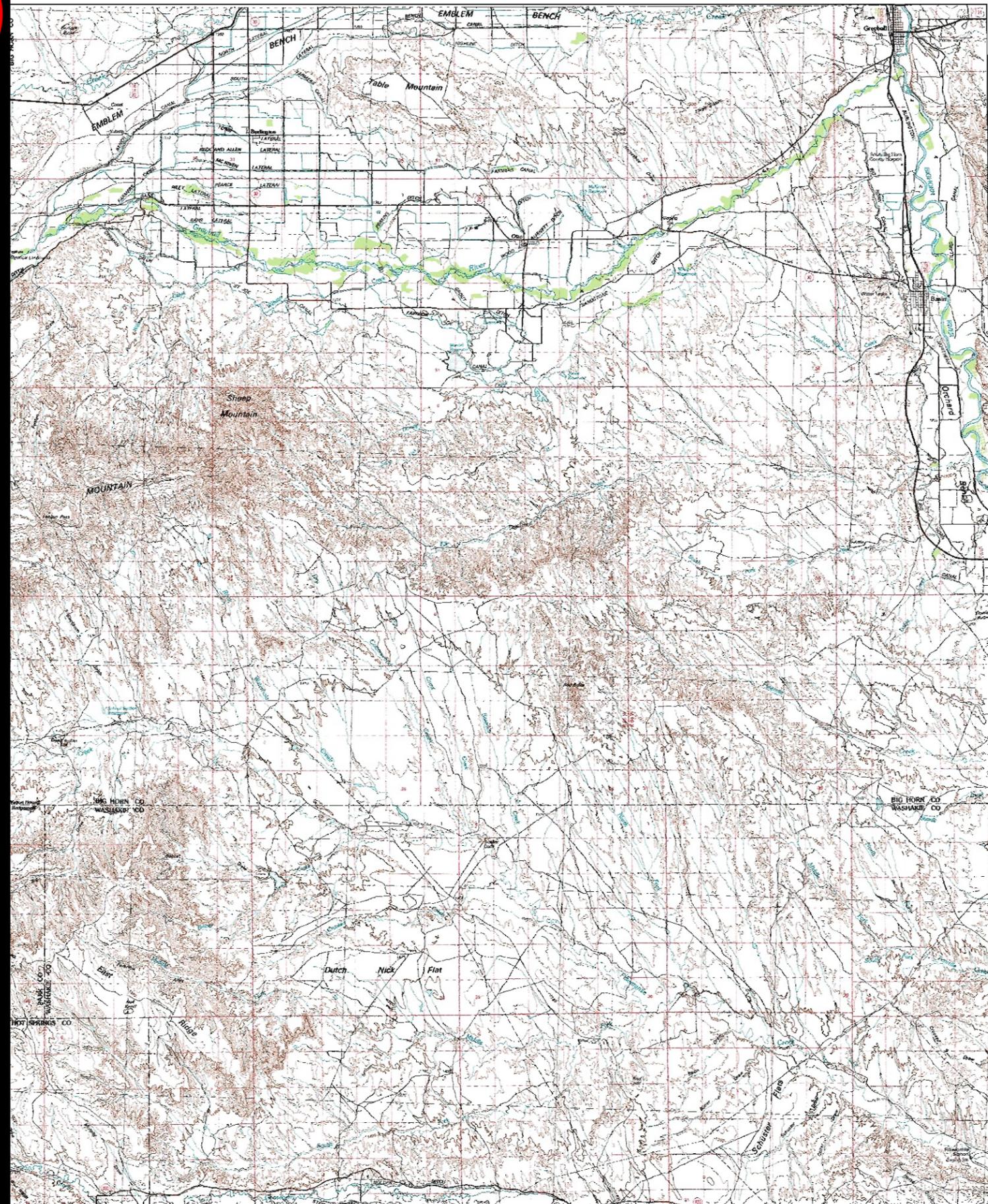
PHMSA 000126240



ROCKY MOUNTAIN PIPELINE SYSTEM			
WESTERN CORRIDOR			
BIGHORN PIPELINE SYSTEM			
ELK BASIN TO CASPER			
DRAWN JIM	CHECKED M. Reese	URBS DWG:	
DATE 03/31/04	SCALE 1:100,000	POWELL, WYOMING	
402-D-G-0001			
MP: 200-230			

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

PHMSA 000126241



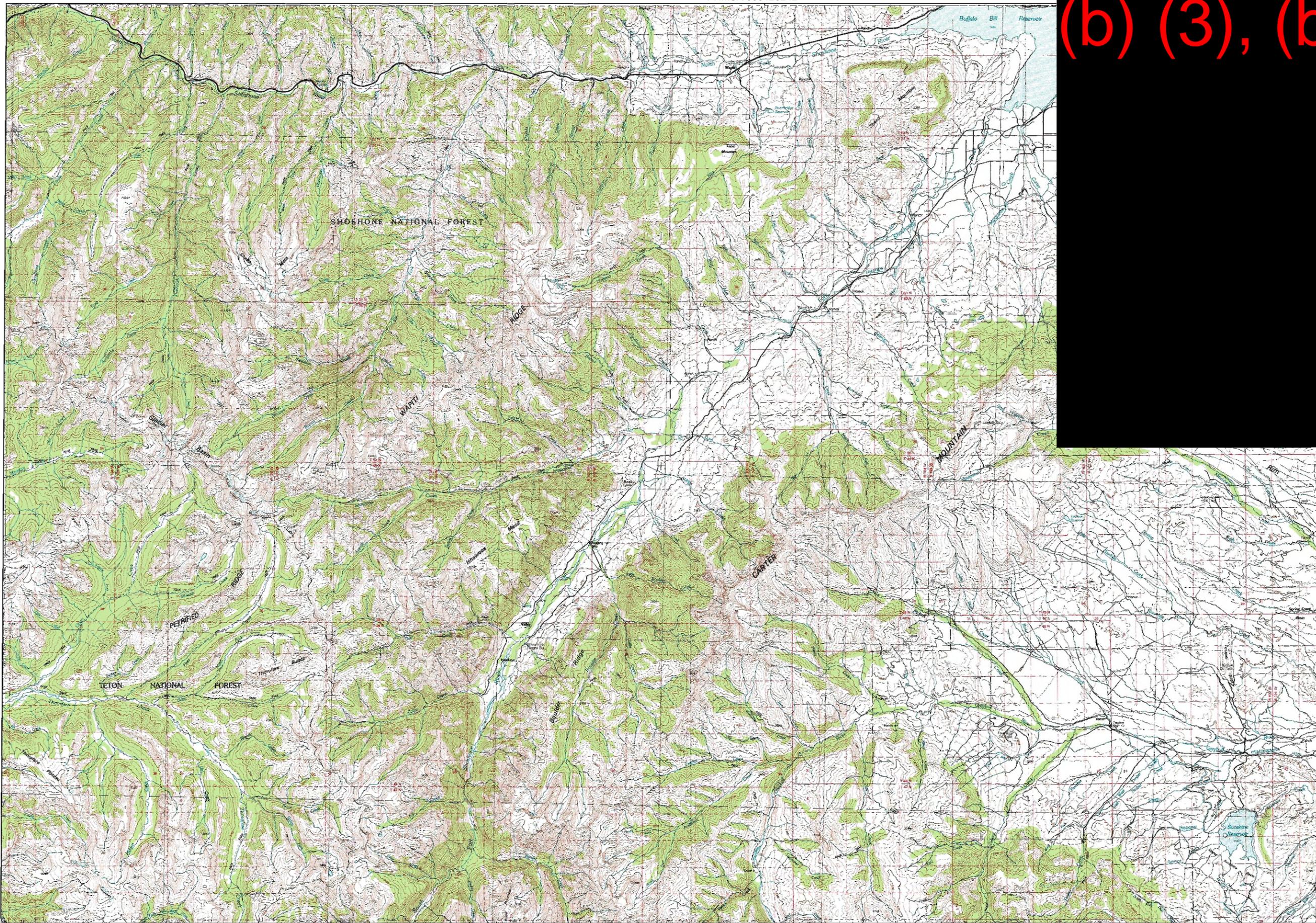
ROCKY MOUNTAIN PIPELINE SYSTEM

WESTERN CORRIDOR
BIGHORN PIPELINE SYSTEM
ELK BASIN TO CASPER

DRAWN J.M.	CHECKED M. Reese	URGIS DRAWN
DATE 03/31/04	SCALE 1:100,000	BASIN, WYOMING

402-D-G-0002
MP: 160-190

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



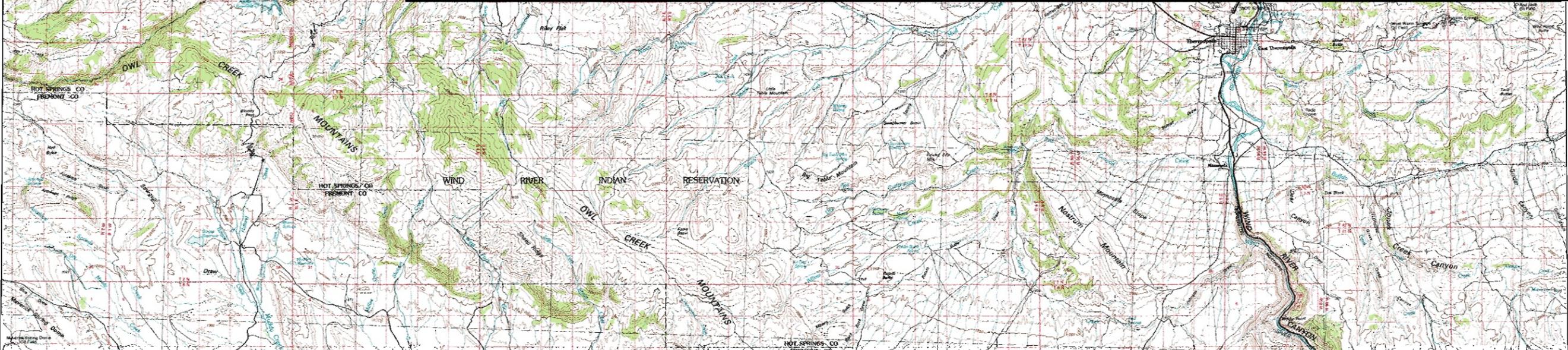
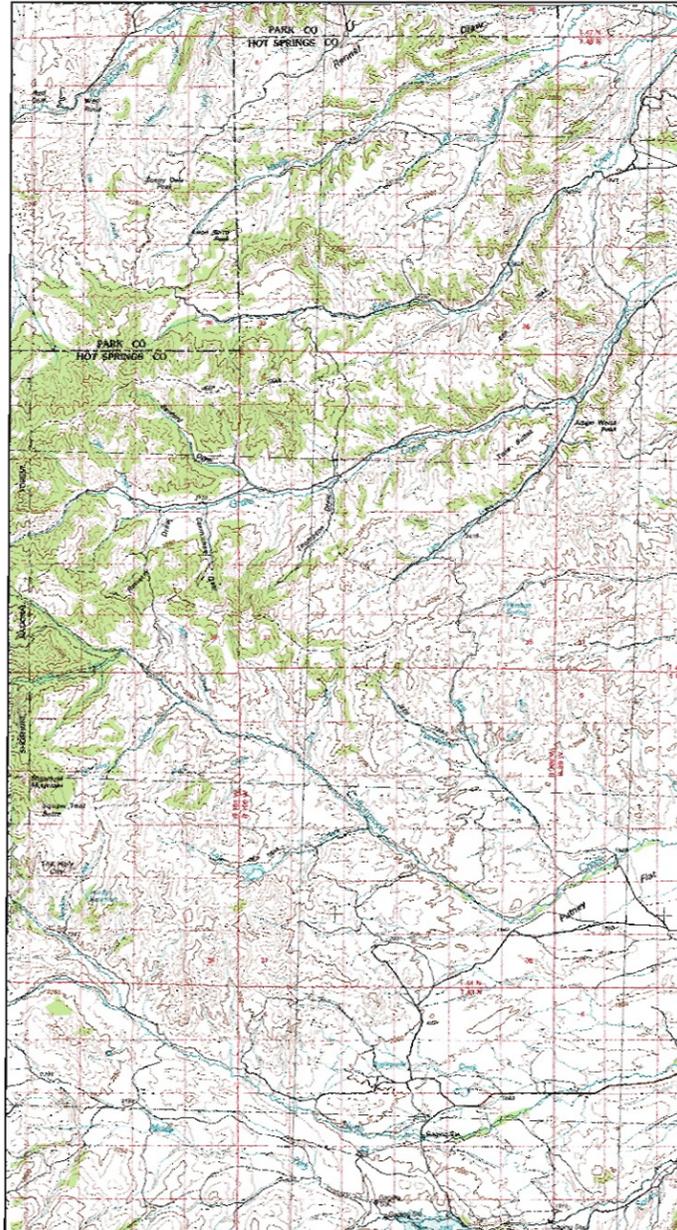
ROCKY MOUNTAIN PIPELINE SYSTEM

WESTERN CORRIDOR
 BIGHORN PIPELINE SYSTEM
 ELK BASIN TO CASPER

DRAWN: J.M.	CHECKED: M. Reese	ISSUE: 04/04
DATE: 03/31/04	SCALE: 1:100,000	USER: CARTER MOUNTAIN, WYOMING

402-D-G-0003
 MP: 195

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



ROCKY MOUNTAIN PIPELINE SYSTEM
WESTERN CORRIDOR
BIGHORN PIPELINE SYSTEM
ELK BASIN TO CASPER
DRAWN JIM CHECKED M. Reese TERRY QUINN
DATE 03/31/04 SCALE 1:100,000 THERMOPOLIS, WYOMING
402-D-G-0004
MP: 120-155

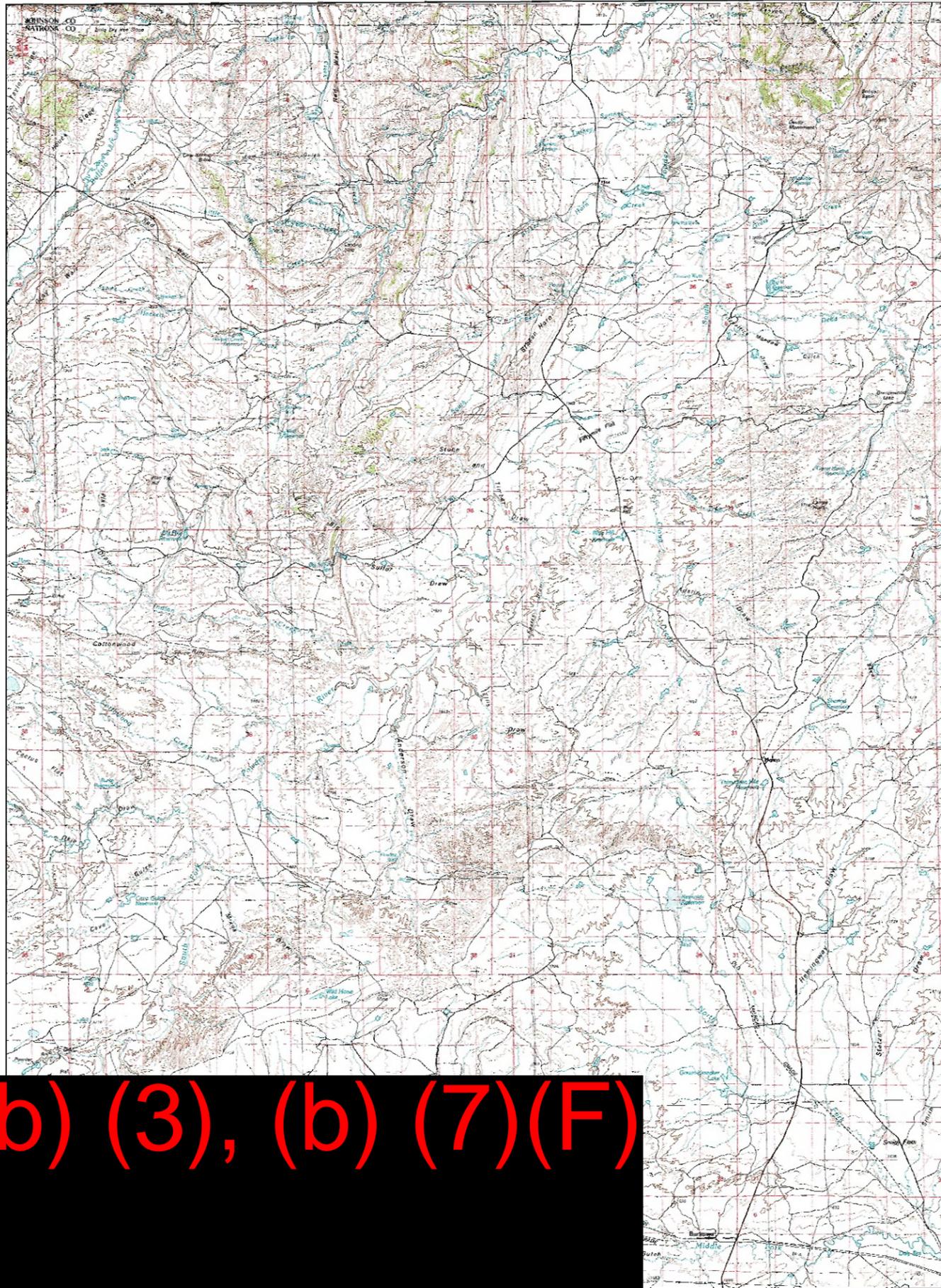


(b) (3), (b) (7)(F)



ROCKY MOUNTAIN PIPELINE SYSTEM
WESTERN CORRIDOR
BIG HORN PIPELINE SYSTEM
ELK BASIN TO CASPER
DRAWN J.M. CHECKED M. Reese URS CORP.
DATE 03/31/04 SCALE 1:100,000 NOWATER CREEK,
WYOMING
402-D-G-0005
MP: 95-115

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



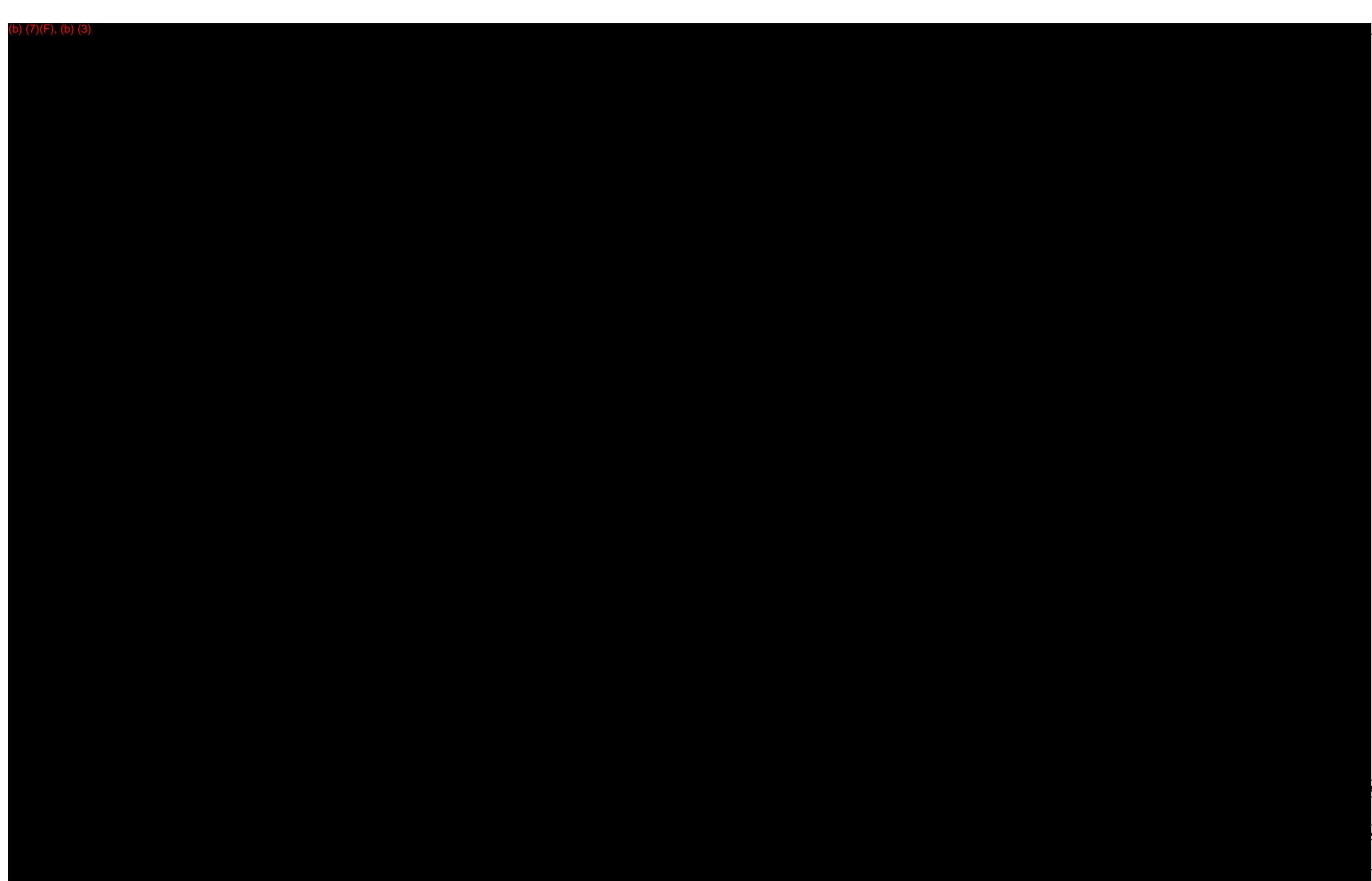
(b) (3), (b) (7)(F)

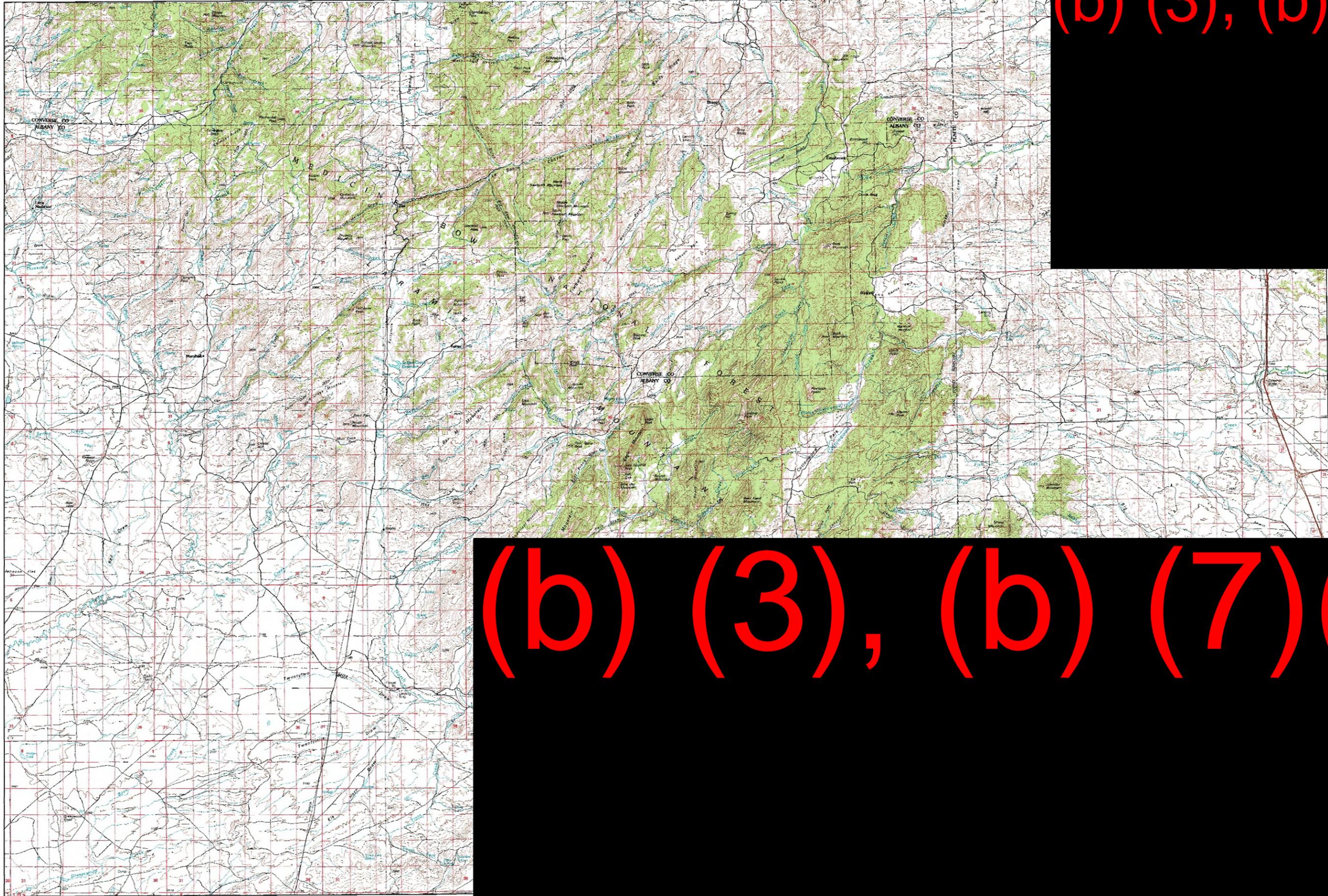


ROCKY MOUNTAIN PIPELINE SYSTEM
WESTERN CORRIDOR
BIGHORN PIPELINE SYSTEM
ELK BASIN TO CASPER

DATE	03/31/04	DESIGNED BY	M. Reese	URBS DRAWING	MIDWEST, WYOMING
SCALE	1:100,000				

402-D-G-0007
MP: 25-35

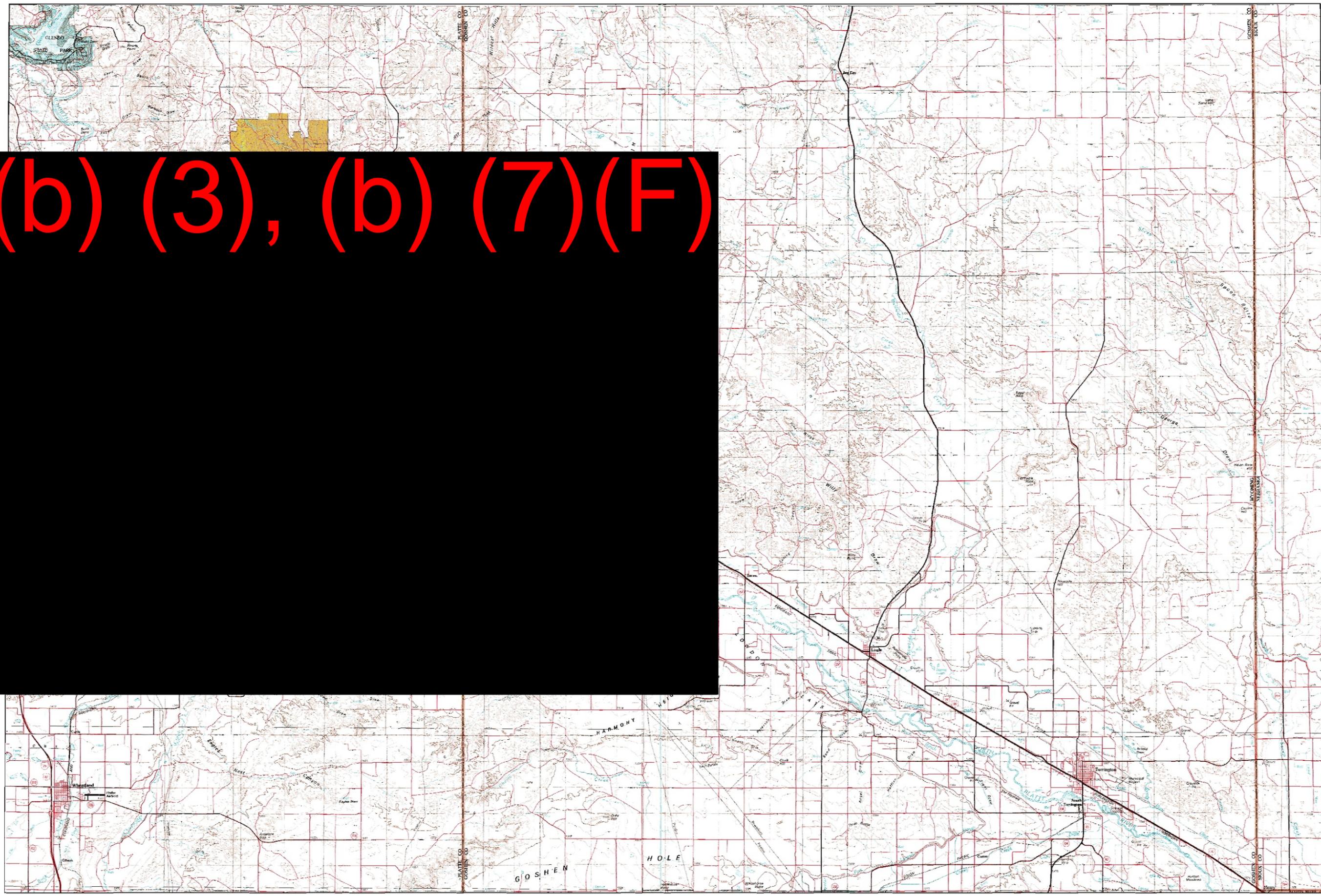




(b) (3), (b) (7)(F)

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

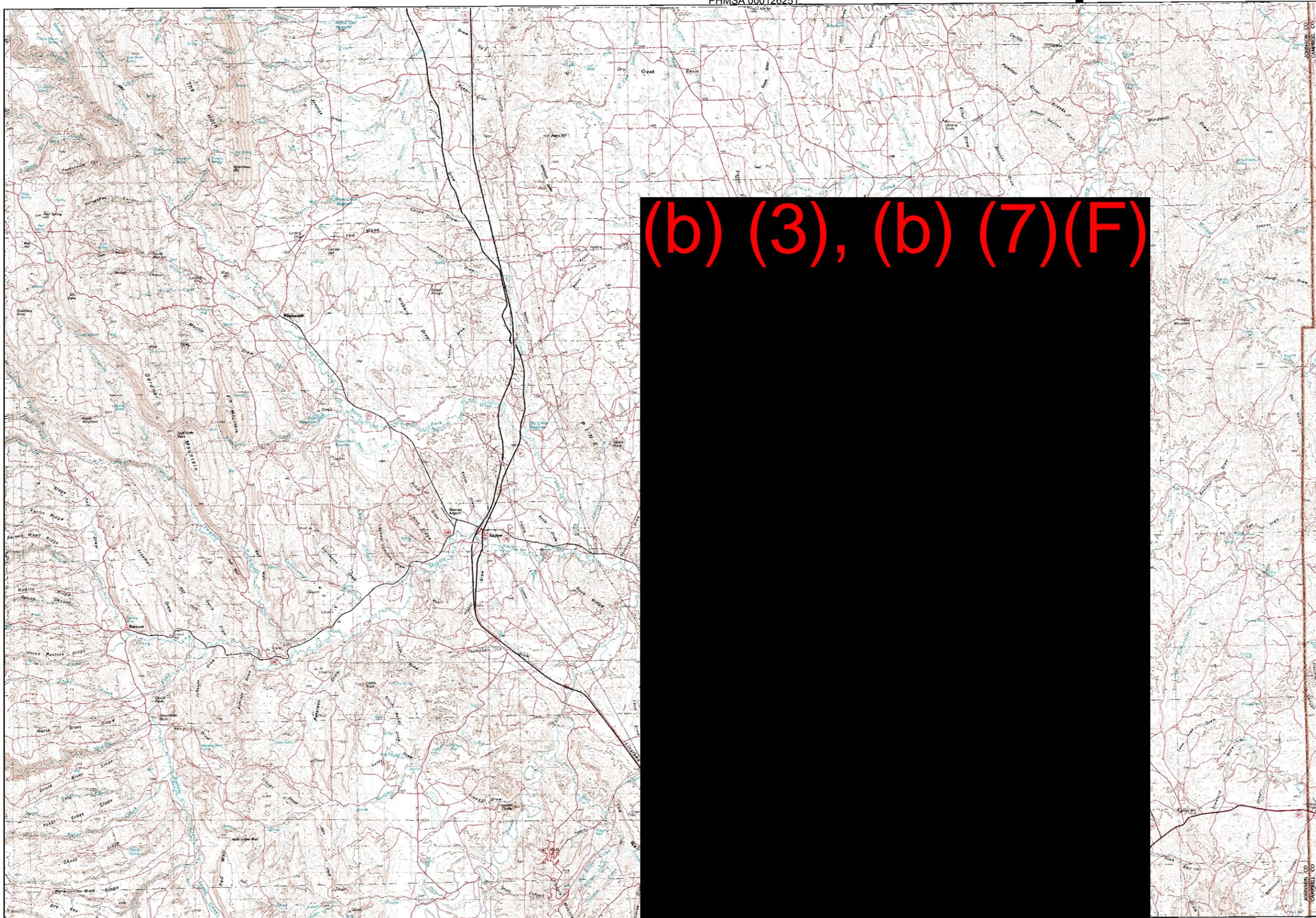
(b) (3), (b) (7)(F)



ROCKY MOUNTAIN PIPELINE SYSTEM
 WESTERN CORRIDOR
 BIGHORN PIPELINE SYSTEM
 CASPER TO GUERNSEY
 GUERNSEY TO FT. LARAMIE

DRAWN J.M.	CHECKED M. Reese	UTRS BLANK
DATE 03/31/04	SCALE 1:100,000	TORRINGTON, WYOMING

402-D-G-0011
 MP: 0-30



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



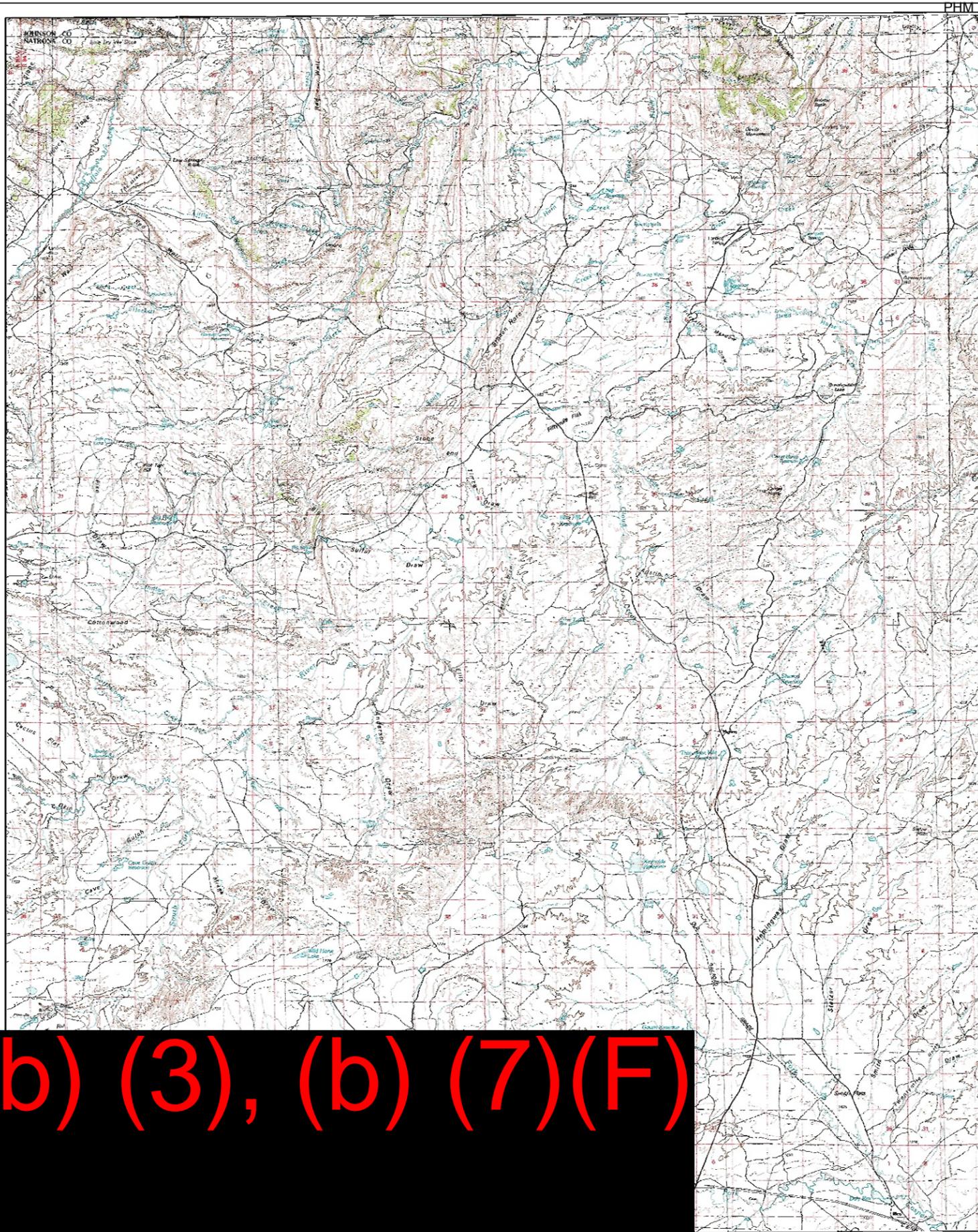
ROCKY MOUNTAIN PIPELINE SYSTEM

SALT LAKE CITY CORE
RENO TO CASPER

DESIGNED BY DATE 03/31/04	CHECKED BY SCALE 1:100,000	ISSUED BY KAYCEE, WYOMING
------------------------------	-------------------------------	------------------------------

404-D-G-0001
MP: 0-25

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



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

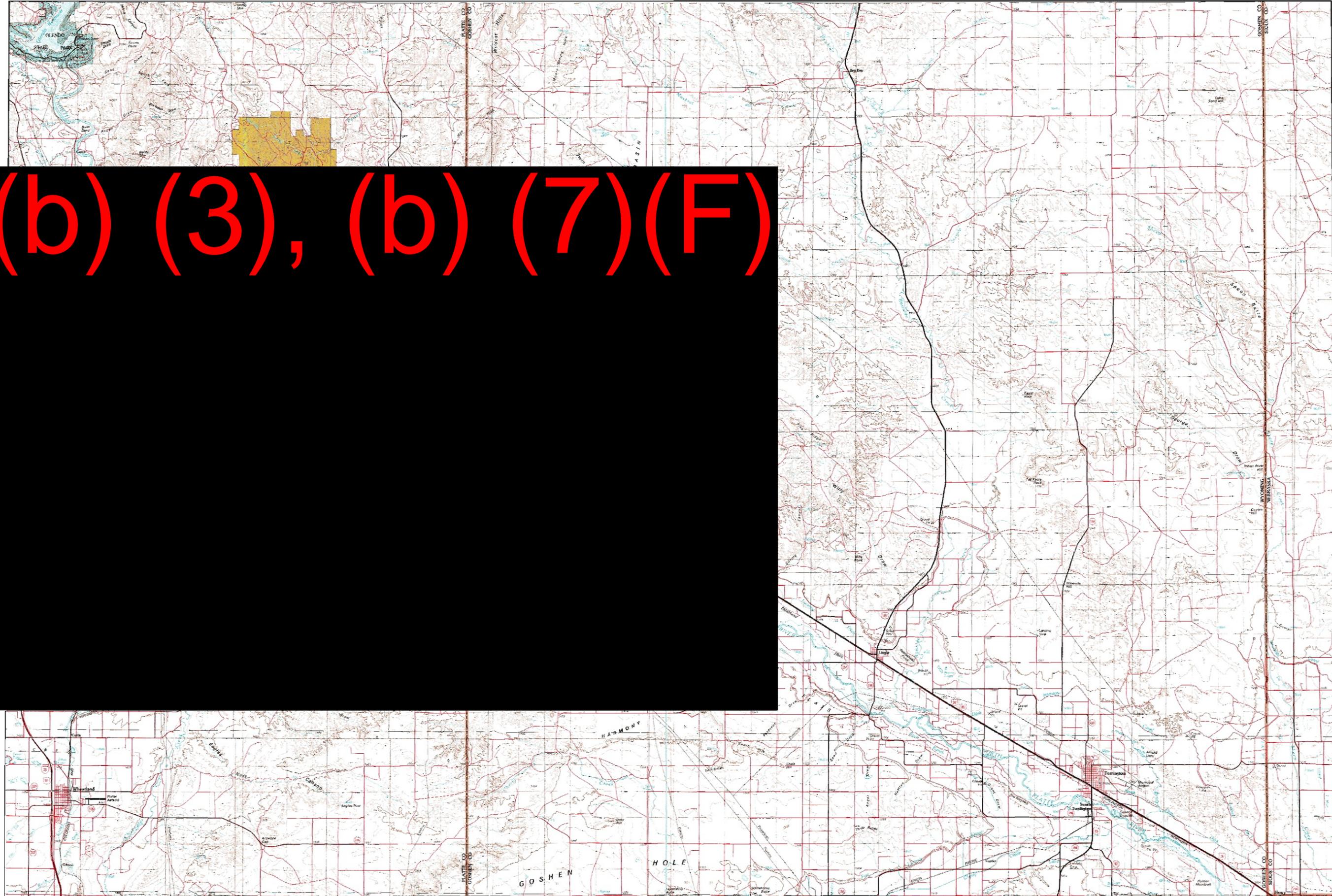


ROCKY MOUNTAIN PIPELINE SYSTEM

SALT LAKE CITY CORE
RENO TO CASPER

DRAWN: JM	CHECKED: M. Reese	URSB CLAUD:
DATE: 03/31/04	SCALE: 1:100,000	MIDWEST, WYOMING

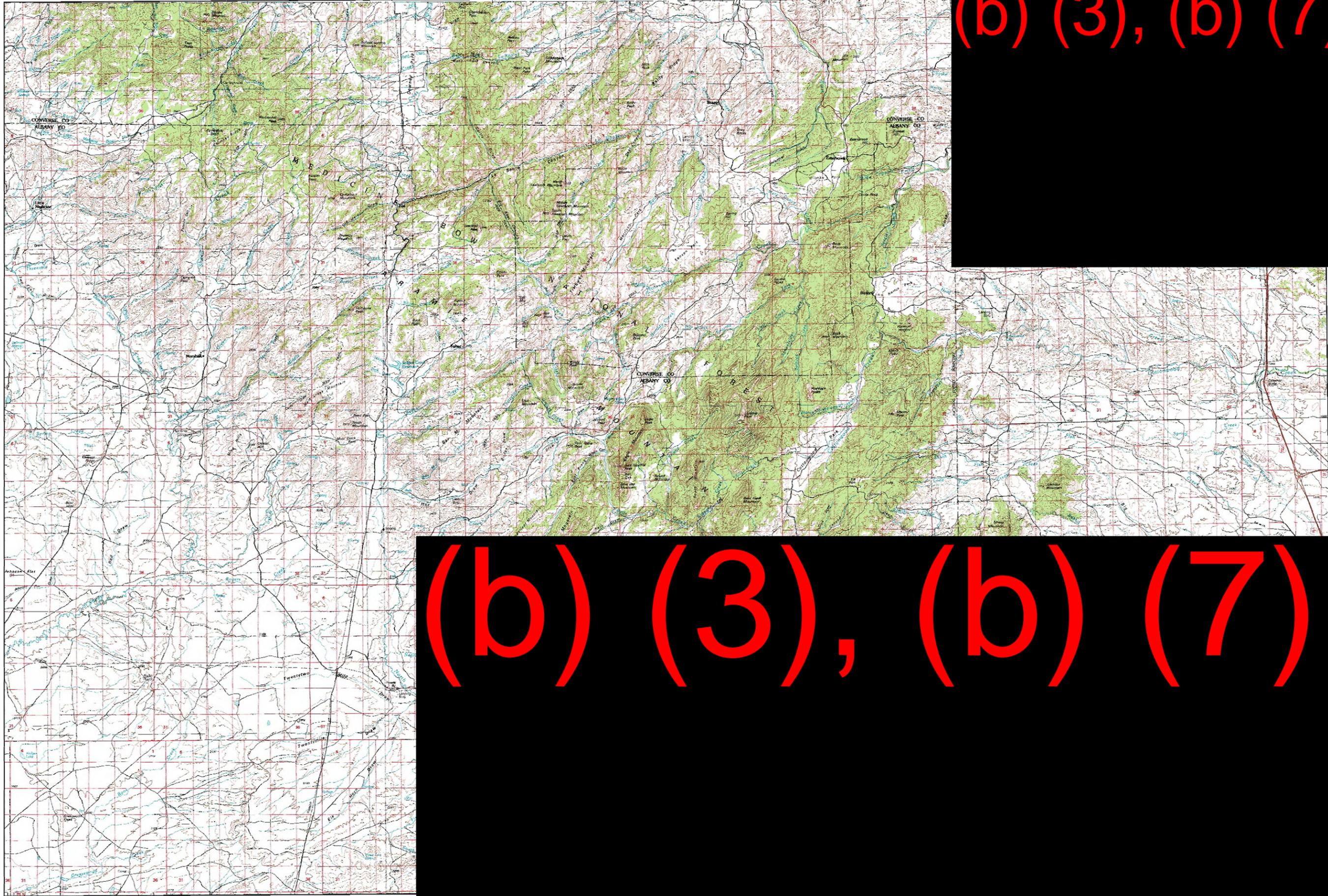
404-D-G-0002
MP: 30-60



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



ROCKY MOUNTAIN PIPELINE SYSTEM
 SALT LAKE CITY CORE
 FT. LARAMIE TO SALT LAKE CITY REFINERIES
 DRAWN BY: M. Reese
 CHECKED BY: M. Reese
 DATE: 03/31/04
 SCALE: 1:100,000
 TERRY GLASS, TORRINGTON, WYOMING
406-D-G-0001
 MP: 0-25

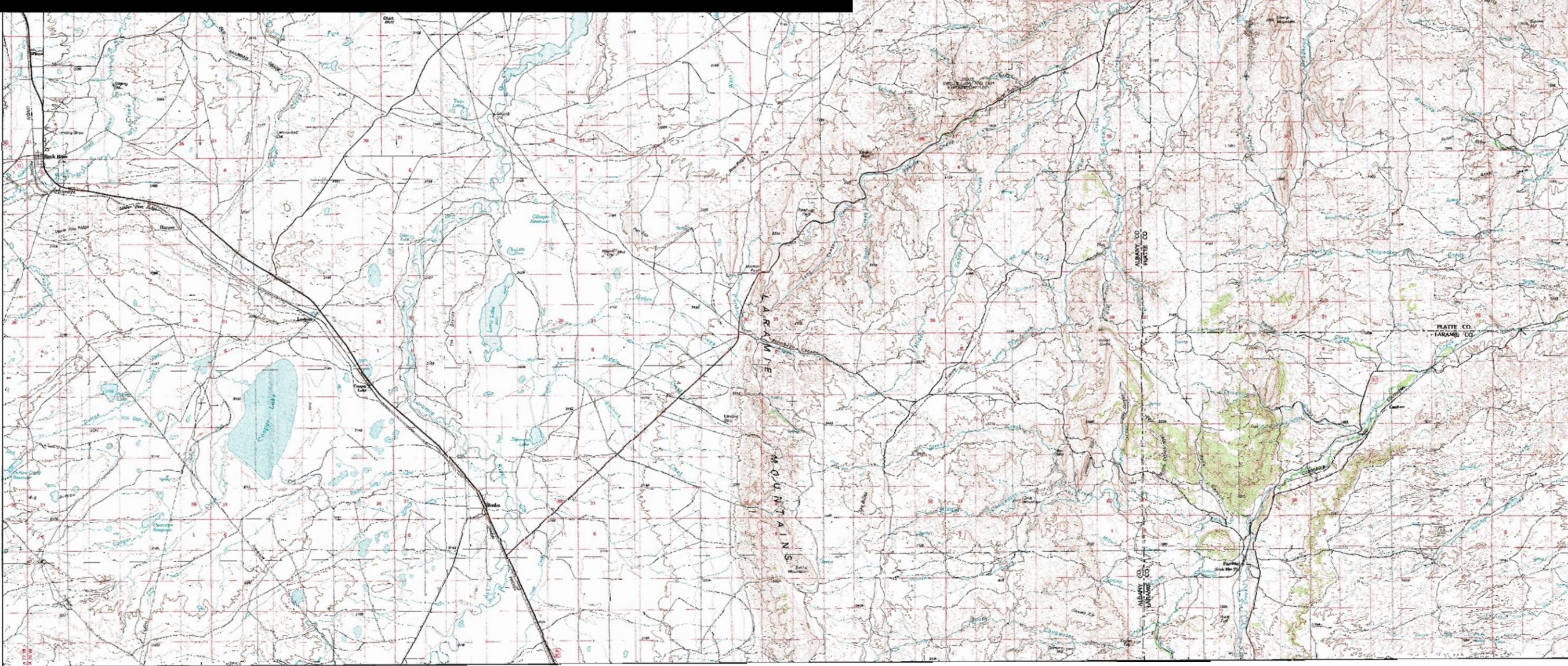


(b) (3), (b) (7)(F)

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

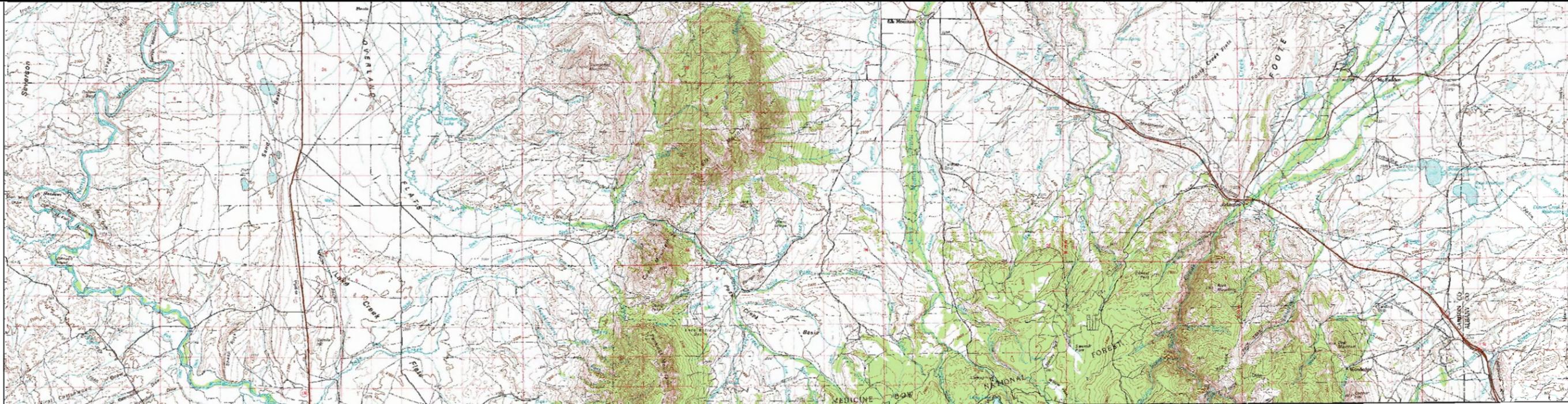
(b) (3), (b) (7)(F)

SA 000126256



ROCKY MOUNTAIN PIPELINE SYSTEM
SALT LAKE CITY CORE
FT. LARAMIE TO SALT LAKE CITY REFINERIES
DRAWN BY: [redacted] CHECKED BY: M. [redacted] USER: [redacted]
DATE: 03/31/04 SCALE: 1:100,000 ROCKY RIVER, WYOMING
406-D-G-0003
MP: 60-80

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



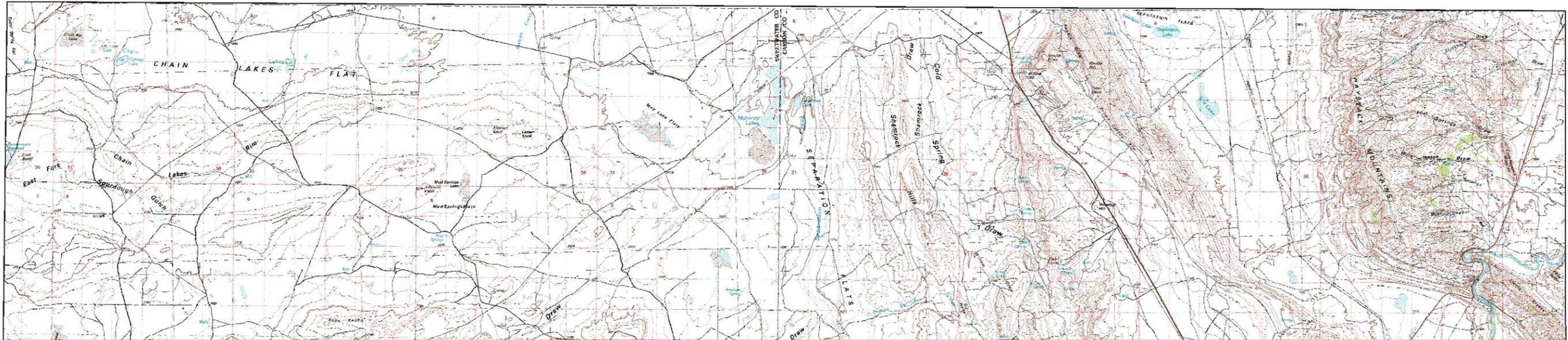
ROCKY MOUNTAIN PIPELINE SYSTEM

SALT LAKE CITY CORE

FT. LARAMIE TO SALT LAKE CITY REFINERIES

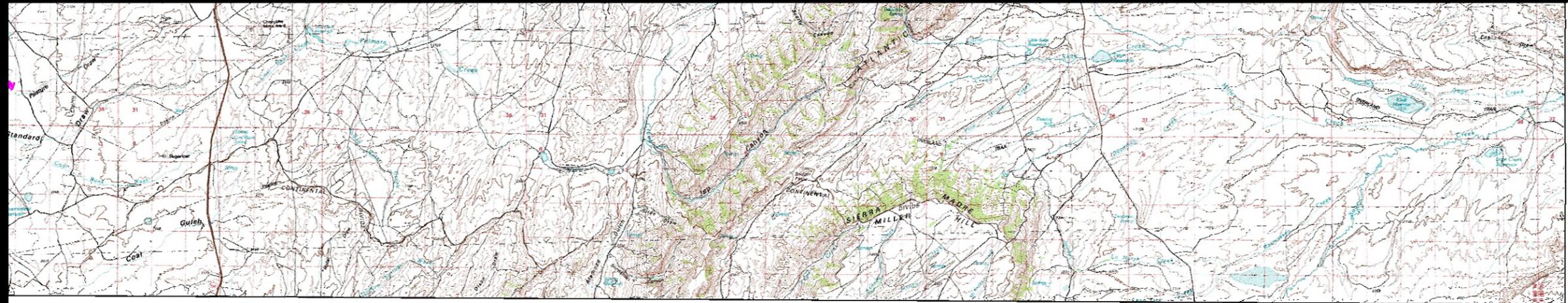
OWNER: J.M.	DESIGNED: M. Reese	USER: G.M.S.
DATE: 03/31/04	SCALE: 1:100,000	PROJECT: MEDICINE BOW, WYOMING

406-D-G-0004
MP: 85-135



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

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



ROCKY MOUNTAIN PIPELINE SYSTEM

SALT LAKE CITY CORE

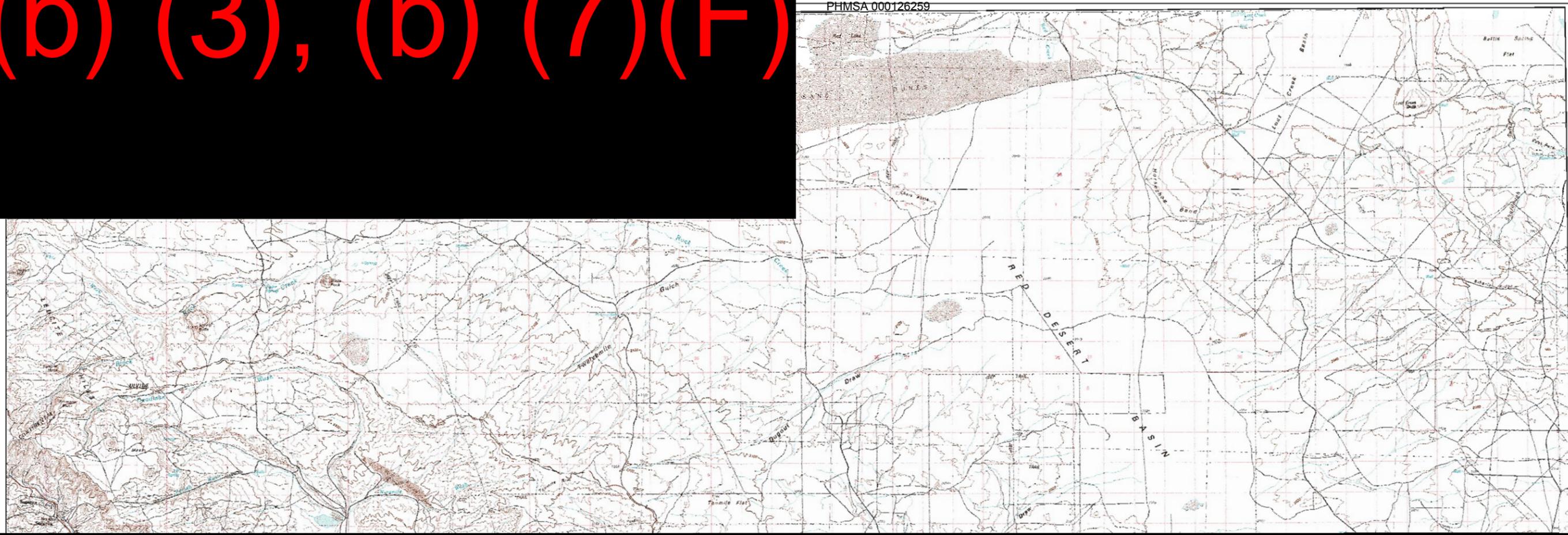
FT. LARAMIE TO SALT LAKE CITY REFINERIES

OWNER: J.M.	DESIGNED: M. Reese	USGS GRID: PARLINS, WYOMING
DATE: 03/31/04	SCALE: 1:100,000	

406-D-G-0005
MP: 140-190

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

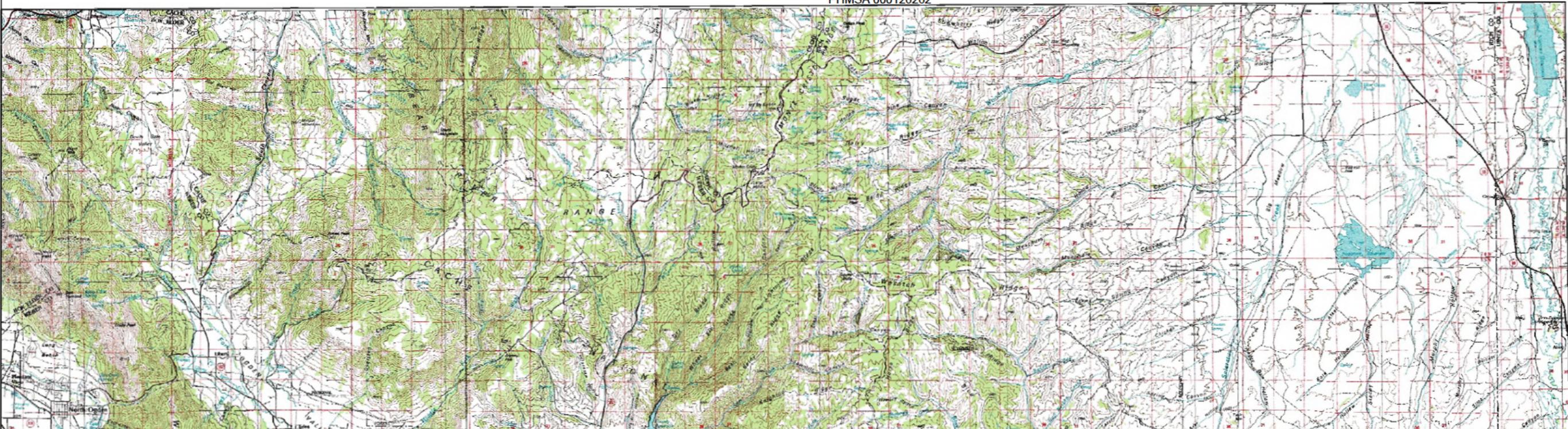
PHMSA 000126259



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



REFINERIES
DRAWN J.M. CHECKED M. Reese
DATE 04/08/04 SCALE 1:100,000
406-D-G-0006
MP: 195-245



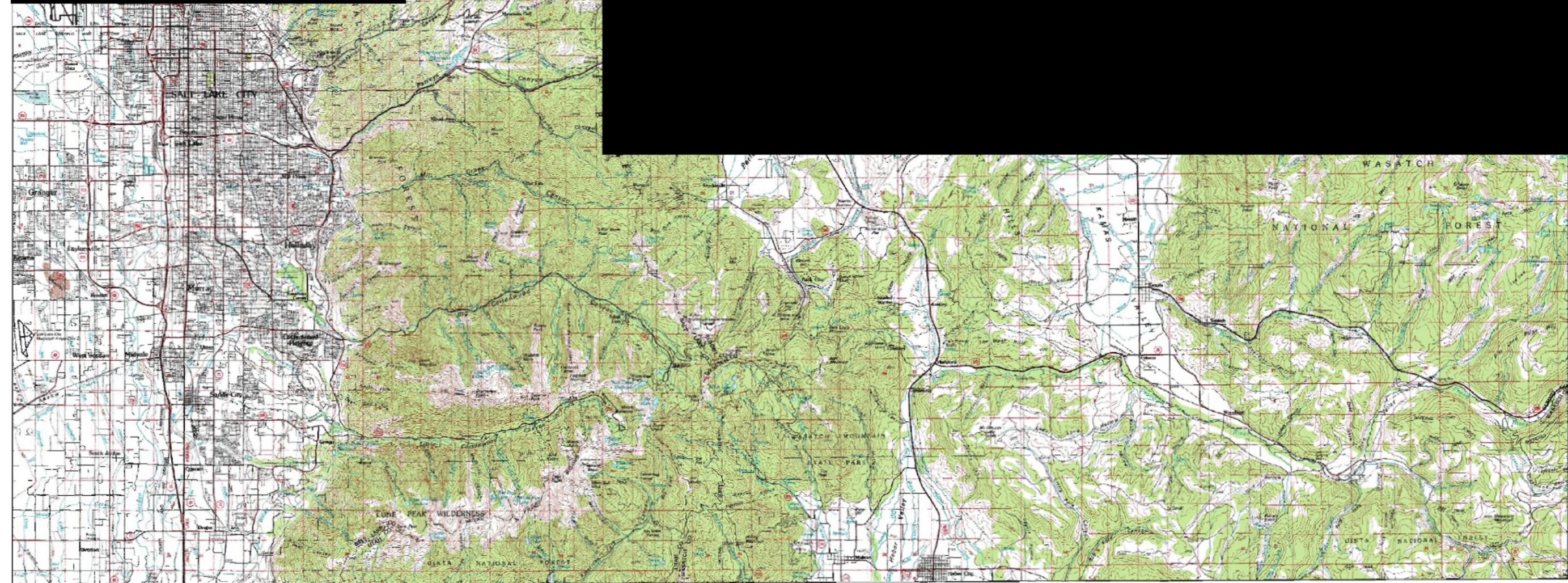
(b) (3), (b) (7)(F)



MOUNTAIN PIPELINE SYSTEM
SALT LAKE CITY CORN/AREPI
PIPELINE TO SALT LAKE CITY REFINERIES
STATION TO KIMBALL JUNCTION
VIEW TO WAHSATCH STATION
DRAWN BY: [REDACTED] CHECKED BY: [REDACTED]
SCALE: 1:100,000
6-D-G-0010
: 365-425

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

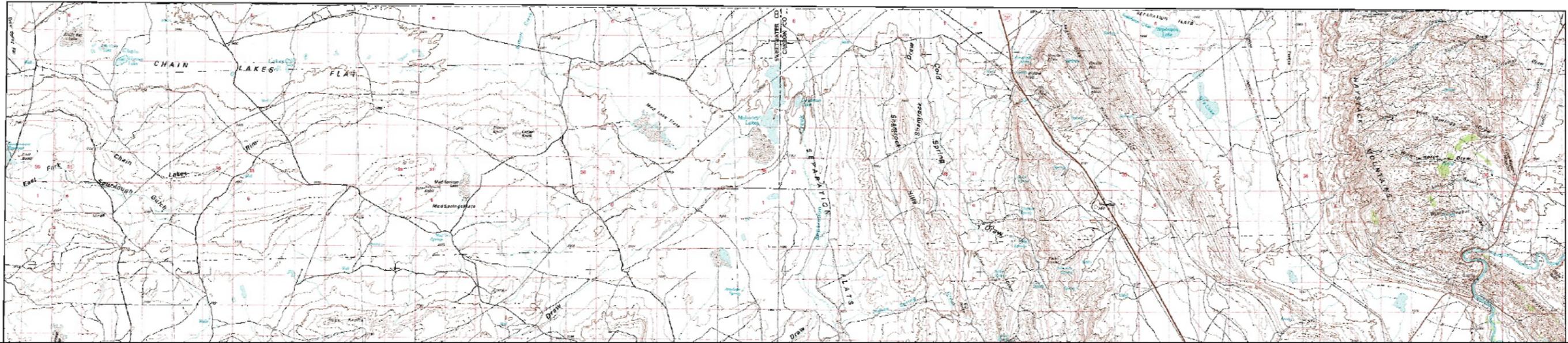
(b) (3), (b) (7)(F)



ROCKY MOUNTAIN PIPELINE SYSTEM
 SALT LAKE CITY CORE/AREPI
 FT. LARAMIE TO SALT LAKE CITY REFINERIES
 AREPI STATION TO KIMBALL JUNCTION
 PINEVIEW TO WAHSATCH STATION

OWNER: JN	DESIGNED BY: R. Rasmussen	USER: GUDC
DATE: 04/02/04	SCALE: 1:100,000	PROJECT: SALT LAKE CITY, UT/44/0106MNH

406-D-G-0011
 MP: 430-440



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



ROCKY MOUNTAIN PIPELINE SYSTEM
 SALT LAKE CITY CORE
 ILES TO WAMSUTTER
 WAMSUTTER TO RANGELY

DESIGNED BY	DESIGNED BY	DESIGNED BY
DATE	SCALE	PROJECT
03/31/04	1:100,000	PARLIN, WYOMING

407/408-D-G-0001
 MP: 0-10

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

PHMSA 000126265



ROCKY MOUNTAIN PIPELINE SYSTEM

SALT LAKE CITY CORE
ILES TO WAMSUTTER
WAMSUTTER TO RANGELY

DRAWN JM	CHECKED M. Rosen	USGS ORIGIN
DATE 03/31/04	SCALE 1:100,000	BRADDOCK, WYOMING

407/408-D-G-0002
MP: 15-50

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

A 000126266



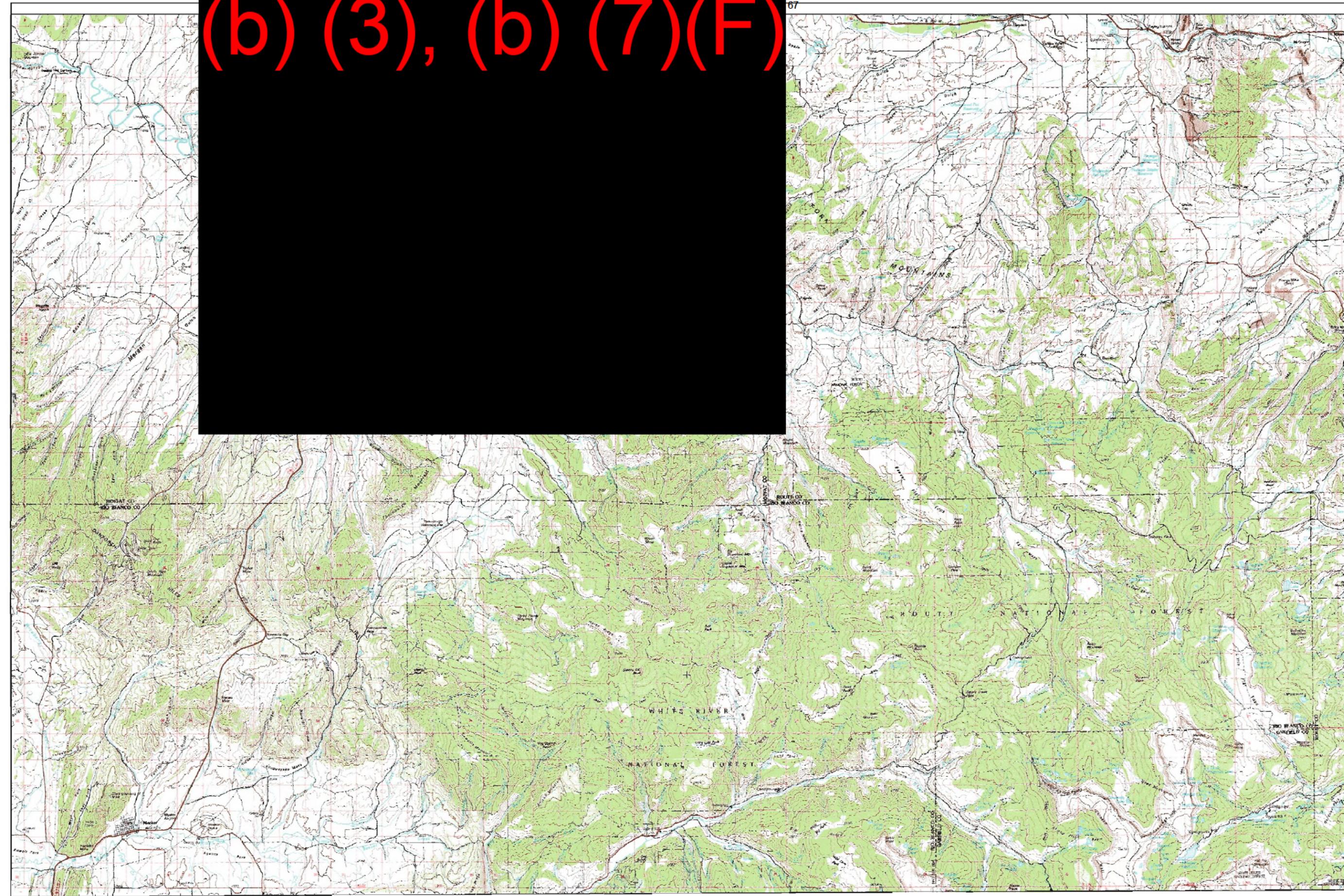
ROCKY MOUNTAIN PIPELINE SYSTEM

SALT LAKE CITY CORE
ILES TO WAMSUTTER
WAMSUTTER TO RANGELY

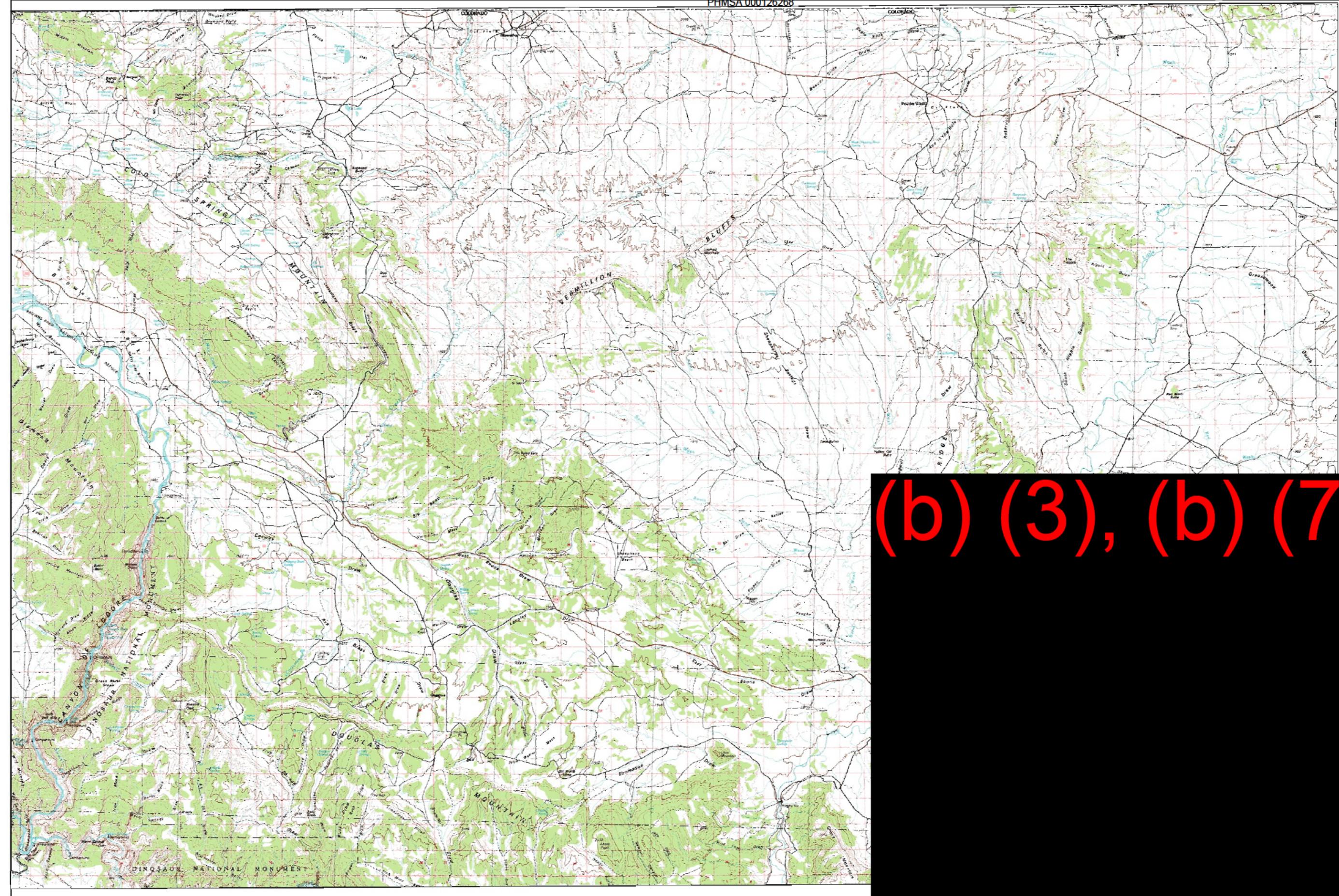
DRAWN BY	CHECKED BY	USGS QUAD
DWE 03/31/04	M. Rouse	CRAIG, COLORADO

SCALE 1:100,000
407/408-D-G-0003
MP: 55-85/55-75

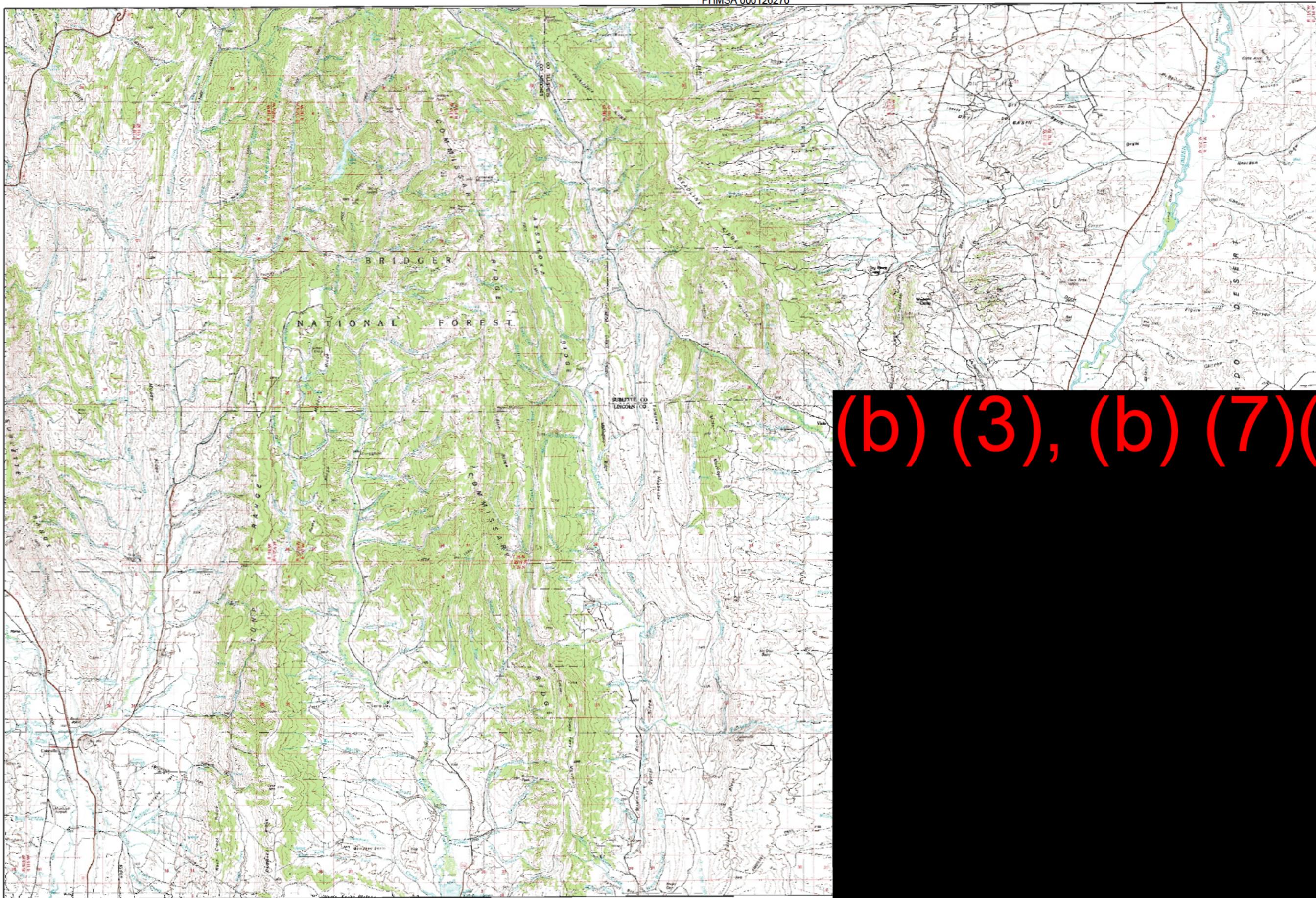
(b) (3), (b) (7)(F)



ROCKY MOUNTAIN PIPELINE SYSTEM
SALT LAKE CITY CORE
ILES TO WAMSUTTER
DRAWN J.M. CHECKED M. RAYNES URS CORP.
DATE 03/31/04 SCALE 1:100,000 MEEKER, COLORADO
407-D-G-0004
MP: 90-105



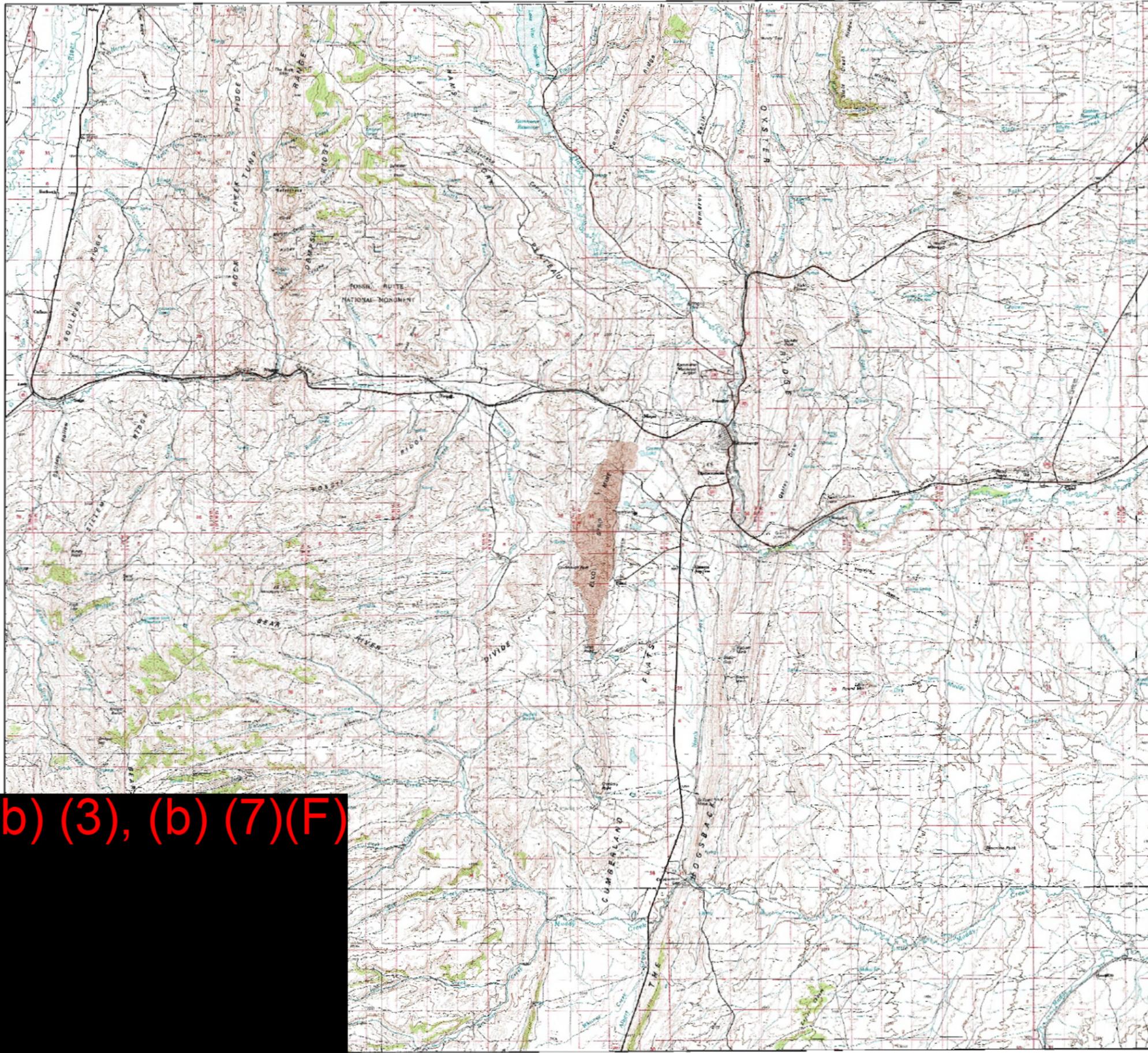
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(b) (3), (b) (7)(F)

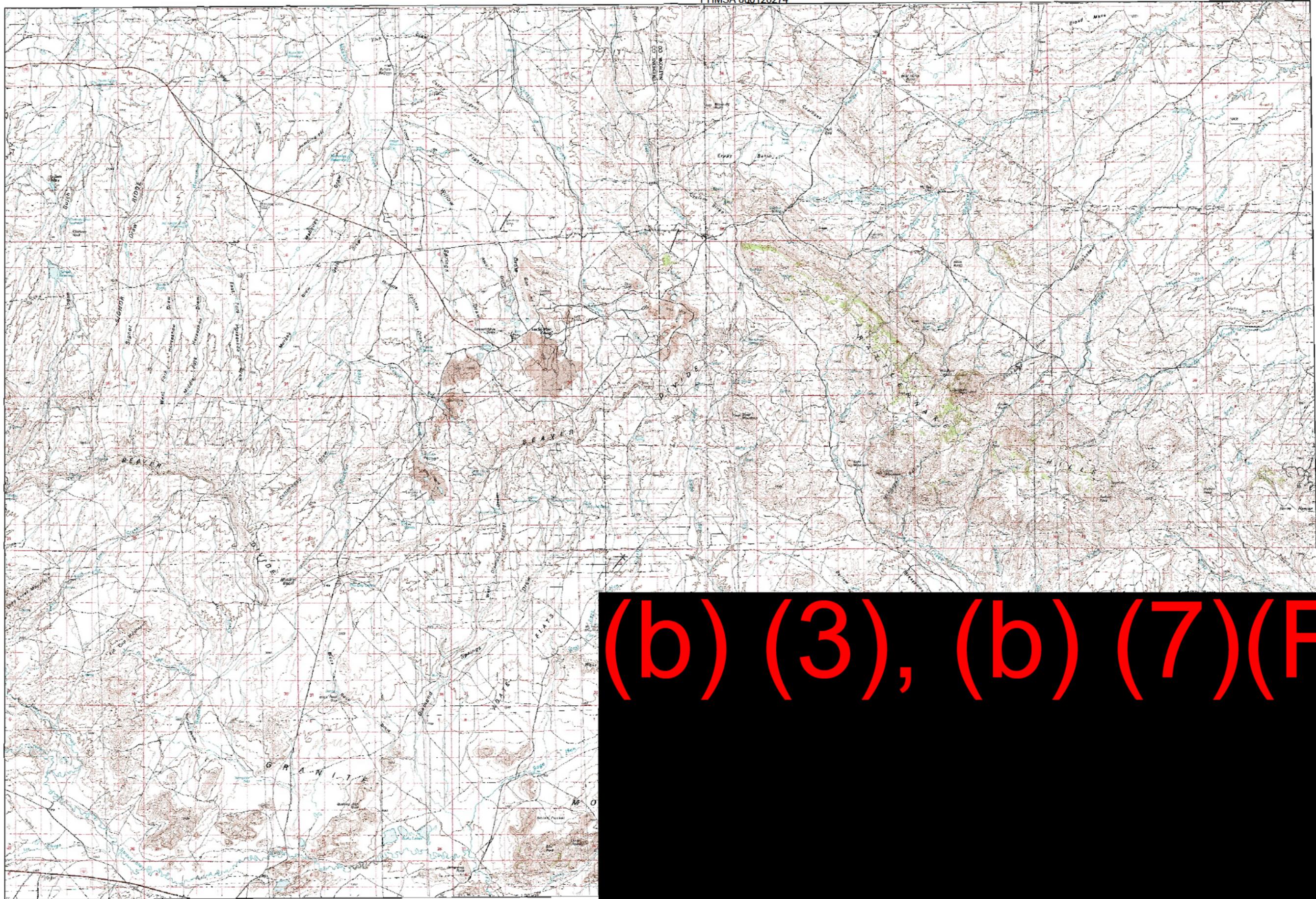


(b) (3), (b) (7)(F)



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

SCALE SYSTEM	
CORE	
ANGER	
USGS QUAD NUMBER, WITHING	
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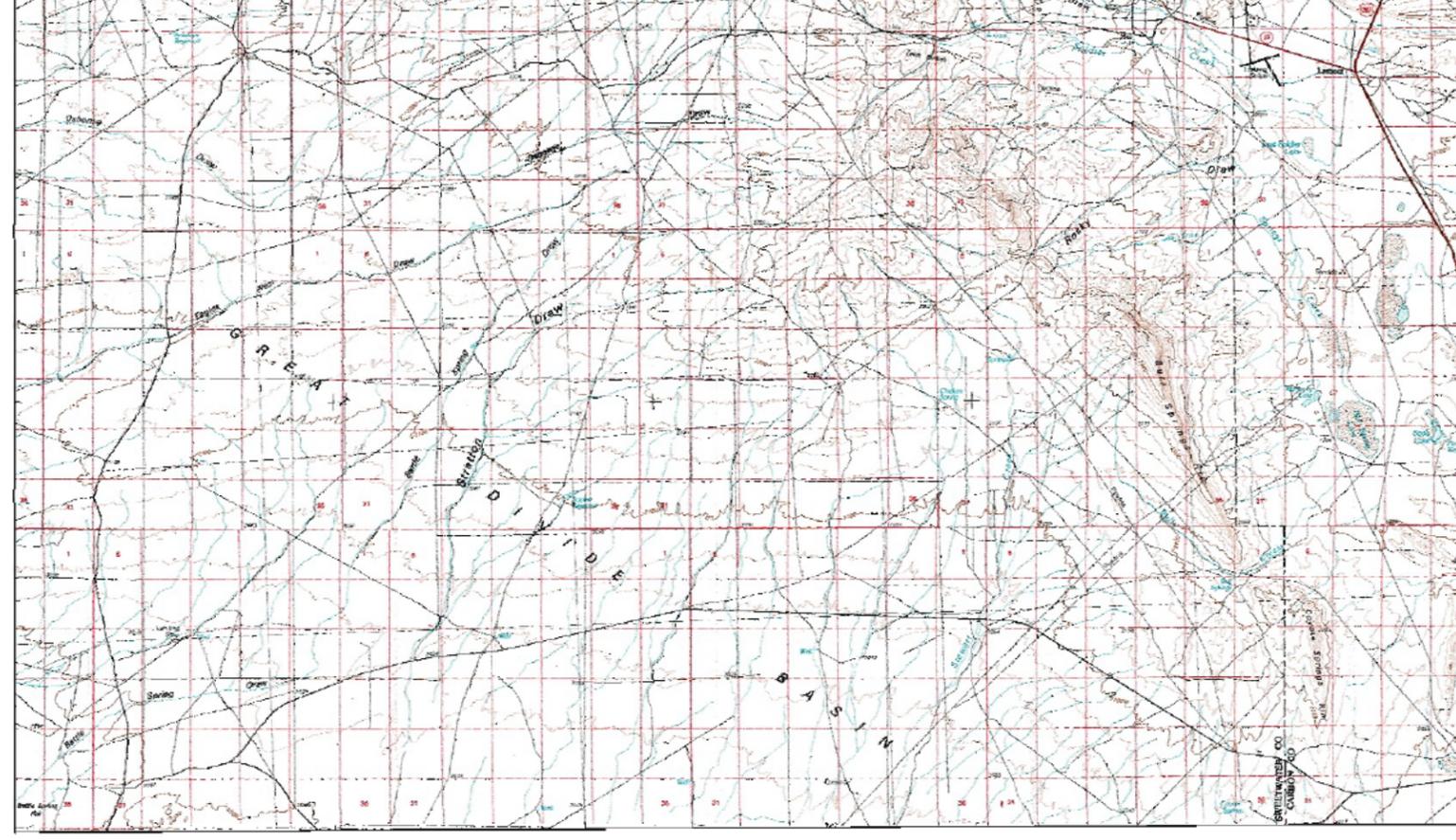


(b) (3), (b) (7)(F)



MOUNTAIN PIPELINE SYSTEM
FRONTIER PIPELINE SYSTEM
FROM FRONTIER ANSCHUTZ
CHECKED BY: [illegible] USGS GAGE: [illegible]
DATE: [illegible] SCALE: 1:100,000 BATTLE MOUNTAIN HILLS, WYOMING
3-D-G-0002
225-245

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



ROCKY MOUNTAIN PIPELINE SYSTEM
FRONTIER PIPELINE SYSTEM
CASPER TO FRONTIER ANSCHUTZ
DRAWN J.M. CHECKED M. PETERS USNS QUAD:
DATE 04/08/04 SCALE 1:100,000 BARCEL, WYOMING
413-D-G-0003
MP: 190-220



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

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

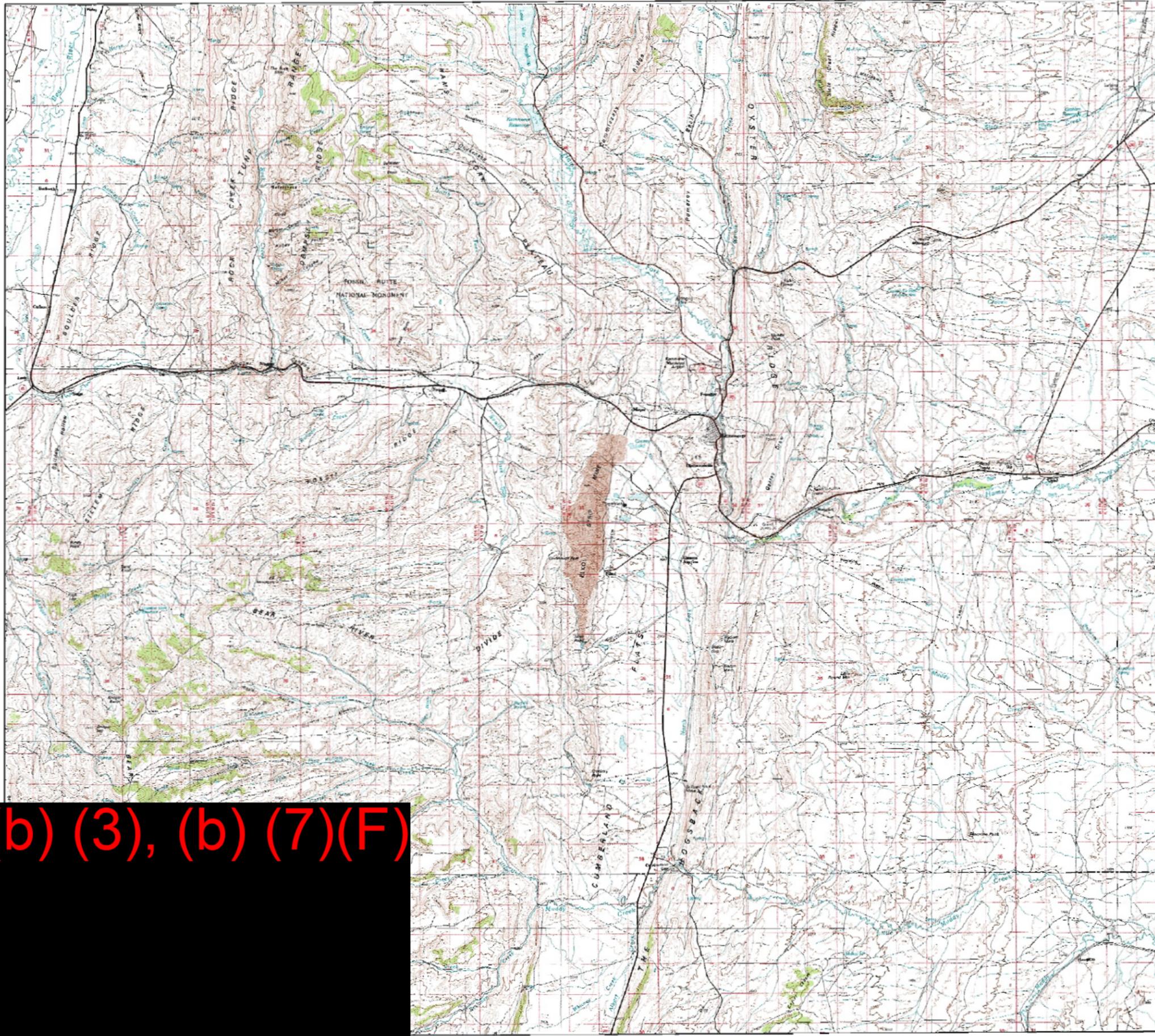
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(b) (3), (b) (7)(F)



ROCKY MOUNTAIN PIPELINE SYSTEM
FRONTIER PIPELINE SYSTEM
CASPER TO FRONTIER ANSCHUTZ
OWNER: JN
DATE: 04/08/04
DRAWN BY: M. Rosen
SCALE: 1:100,000
USER GUID: RED DESERT BASIN, WYOMING
413-D-G-0005
MP: 130-145

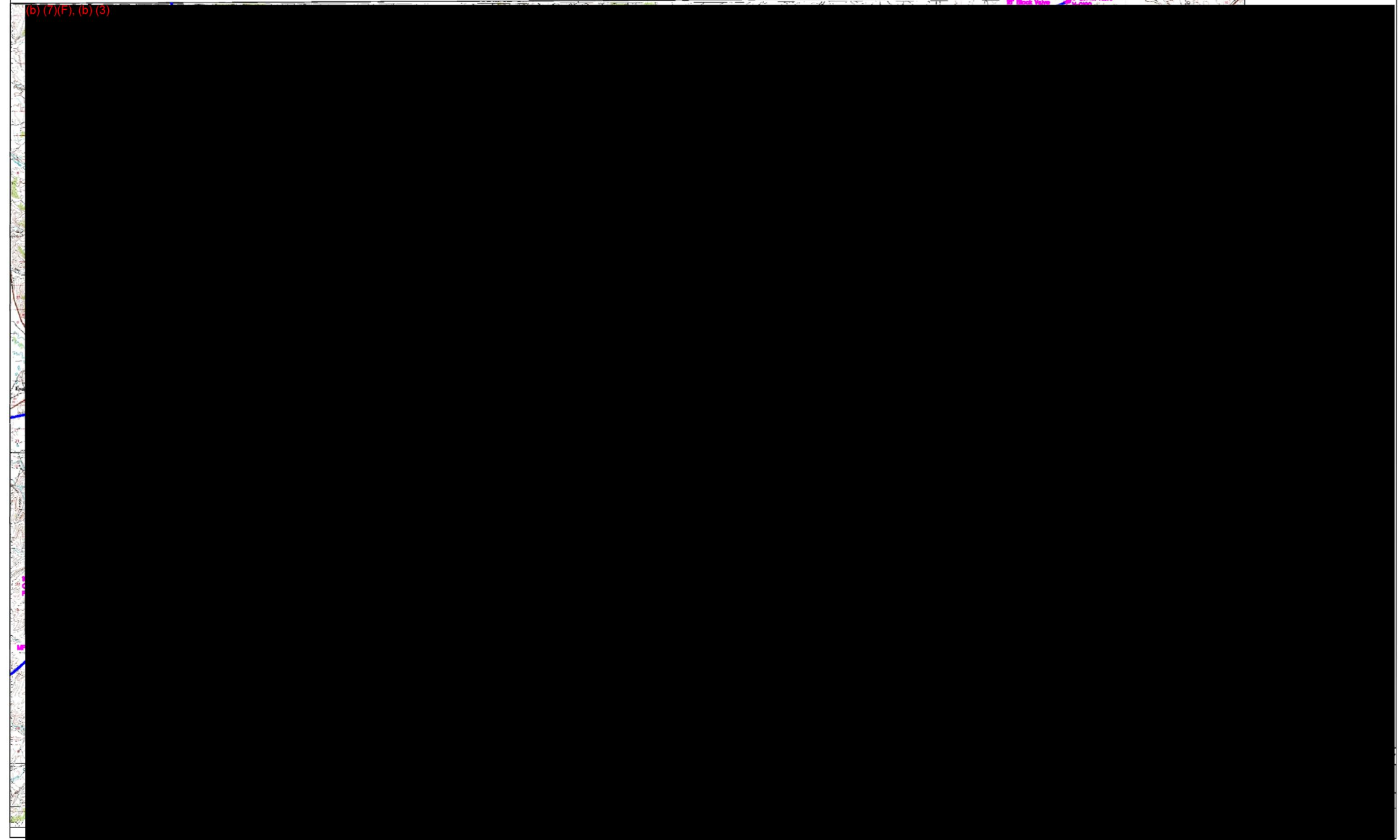


(b) (3), (b) (7)(F)

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

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

W Block Value
E Block Value





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



ROCKY MOUNTAIN PIPELINE SYSTEM

FRONTIER PIPELINE SYSTEM
CASPER TO FRONTIER ANSCHUTZ
JUN 04/02/04
SCALE 1:100,000
ODDEN, UTAH
413-D-G-0009
MP: 0.00

Glendive Inventory- 4/1/2013

Equipment: T650 Bobcat Skid steer 1120-68
 4x4 Bobcat Utility Vehicles (2) 1121-23, 1121-24
 435 Mini Excavator 0524-32

Trucks: Stake bed: 1147-40 1 ton, DOT inspected 1/13
 ¾ Ton 4x4 1136-67, DOT inspected 1/13
 2yd. Dump bed 0747- 12 1 ton, DOT inspected 1/13
 ¾ Ton 4x4 0536-58, DOT inspected 1/13
 Tandem Dump 9843-06 (No Hitch)

Boats: 24ft. Dual 115 Yamaha's 0555-06
 17ft. John 25hp Yamaha 0755-18
 16ft. John 25hp Yamaha 1055-98
 16ft. John 40hp Mercjet 1155-103

Boom Trailer: 1,200ft. Boom, and 20 anchors, and 500ft. rope.
 1110-95, 300ft. of 10" in. Boom Misc. spools 200ft.

Response Trailer: 1115-43
 Skimmers: Elastec 4ft. TBS118 Groovy, 70 GPM (2)
 Shovelhead (2)
 Hottsie, Pressure Washer
 Trash Pumps (3) 2 inch.
 Floato Pumps (4)
 Drum Vacuums (2)
 Generators
 Portable Compressor
 Electric Air Mover
 Equipment trailer: 0610-58; 0510-35
 Lutz Pump: 1301-146

Other Equipment:
 Q Rae, 5 Gas Meter: 0707-155
 H2S Meters (2) : G0126200PA
 : G0126056PA

Denver office

2- elastec 136 Oil skimmers

2- floating pumps

1500 feet of 18" boom

30 bales of absorbent pads

2 trash pumps

2 boxes of snare

1136-66	3/4 ton 2500 HD Chevy	SL
0836-45	3/4 ton 2500 HD Chevy	SL
1147-44	1 ton 3500 HD Chevy	SL
0536-29	3/4 ton 2500 HD Dodge	SL
0838-11	3/4 ton 2500 HD Chevy	SL

Trucks

SALT LAKE

0410-33	Response Trailer	SL
1110-91	Caged Boom Trailer	SL
0710-01	Black Equipment Trailer	SL
9910-23	White Equipment Trailer	SL
9710-01	Red Equipment Trailer	SL
1055-40	Boat Trailer	SL
0210-16	Pressure Washer Trailer	SL

Trailers

1055-87	Boat	SL
1055-84	Boat	SL
No Equip#	Boat	SL

Boats

0620-43	Bobcat T250	SL
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0201-10	Trash Pump	SL
2TH-11580	Trash Pump	SL
2TH-11581	Trash Pump	SL
0501-65	Trash Pump	SL
0501-68	Trash Pump	SL
0301-136	Trash Pump	SL
0003-22	Trash Pump	SL
0201-35	Trash Pump	SL
0501-67	Trash Pump	SL
0201-24	Trash Pump	SL
22	Floating Pump	SL
3	Floating Pump	SL
0201-23	Wilden Pump	SL
0101-22	Wilden Pump	SL

Pumps

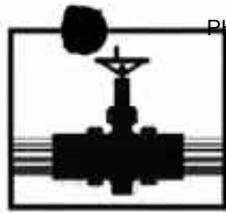
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ABS or boats

A9 2

SALT LAKE

23 Bales	Oil Absorbent Pads	SL
14 Bales	Universal Absorbent Pads	SL
3	Oil Absorbent Boom 8"x10'	SL
6	Oil Absorbent Boom 5"x10'	SL
1200'	Hard Boom	SL



PHMSA 000126286

PLAINS
MARKETING, L.P.

Contract No. 026450-03829-PMLP.2.17.R

REVISED MAJOR SERVICE CONTRACT
PLAINS MARKETING, L. P.*333 Clay, Suite 1600*
Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 5th day of October, 2009, by and between **Plains Marketing, L. P.**, a Texas limited partnership, **and its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **C-K Associates, LLC** with a mailing address of 17170 Perkins Road, Baton Rouge, Louisiana 70810 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Midstream Canada, L.P., Basin Pipeline Holdings, L.P., Pacific Pipeline System LLC, Plains LPG Services, L.P., Rocky Mountain Pipeline System LLC, Plains West Coast Terminals, LLC, CDM Max, LLC, and Pacific L.A. Marine Terminals LLC, as listed above.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.

- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.
- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a term commencing on October 5, 2009 and ending on December 31, 2014. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a

good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.

- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 CONTRACTOR AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, WORKMEN, AGENTS, SERVANTS AND INVITEES OF COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, FROM AND AGAINST ALL LOSSES, DAMAGES (INCLUDING PUNITIVE DAMAGES), DEMANDS, CLAIMS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION OR DEFENSE (ALL HEREINAFTER REFERRED TO AS "CLAIMS"), BECAUSE OF**
- (I) BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
 - (II) DAMAGES TO ALL PROPERTY, INCLUDING LOSS OF USE THEREOF AND DOWNTIME (BUT EXCLUDING LOSS OF USE THEREOF AND DOWNTIME OF COMPANY AND PROPERTY DAMAGE TO COMPANY AS PROVIDED IN PARAGRAPH 8.2 BELOW),**
 - (III) CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO THE COST OF ASSESSMENT, REMEDIATION AND ALL OTHER RELATED ACTIVITIES,**
 - (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, AND**
 - (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, AND**

- (VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

WHICH ARISE FROM CONTRACTOR'S NEGLIGENT ACT OR OMISSION IN PERFORMANCE OF SERVICES HEREUNDER

- 8.2 NOTWITHSTANDING PARAGRAPH 8.1 ABOVE, CONTRACTOR SHALL NOT BE LIABLE TO COMPANY IN RESPECT OF ANY PHYSICAL LOSS OR DAMAGE (EXCLUDING THE COST OF CORRECTING DEFECTIVE WORK) TO THE WORK, TOGETHER WITH THE MATERIALS SUPPLIED BY CONTRACTOR AND ANY MATERIALS SUPPLIED BY COMPANY OR THIRD PARTIES WHICH ARE UNDER THE CARE, CUSTODY AND CONTROL OF CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS TO THE EXTENT SUCH LOSS OR DAMAGE EXCEEDS FIFTY THOUSAND DOLLARS (\$50,000) WITH RESPECT TO ANY SINGLE OCCURRENCE.
- 8.3 CONTRACTOR'S SAID AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.
- 8.4 THIS PARAGRAPH 8.4 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.
- 8.5 CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY FROM AND AGAINST ALL CLAIMS, DEMANDS AND LIABILITIES ARISING FROM POLLUTION, INCLUDING CONTROL AND REMOVAL THEREOF, CAUSED BY CONTRACTOR'S NEGLIGENT ACT OR OMISSION, WHETHER ACTIVE OR PASSIVE, IN PERFORMANCE OF SERVICES HEREUNDER.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company.

- 9.1.1 Workers' Compensation and Employer's Liability Insurance covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.2 General Liability Insurance including contractual liability, XCU hazards (explosion, collapse and underground) and completed operations to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.4 Aircraft Liability, If Applicable to cover bodily injury and property damage liability with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence.
- 9.1.5 Marine Liability, If Applicable involving work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence.

For work involving barges and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Special Provisions Concerning Policies Placed by CONTRACTOR. All policies (except Worker's Compensation) shall include COMPANY and Its Affiliates as additional insured for liabilities arising out of the performance under this Contract and shall be primary to any other insurance of COMPANY. Such insurance shall specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. All policies shall provide that all rights of subrogation against COMPANY and its affiliates are waived when permitted by law. Such

insurance shall be primary over any coverage's maintained by the Certificate Holder. All policies must include thirty (30) days written notice of cancellation to Certificate Holder.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Article have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

9.1.7 Subcontractors

CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

ARTICLE 10 – SAFETY

- 10.1 Contractor shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during Contractor's performance hereunder. Contractor will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto as Exhibit C. Prior to commencement of each job, Contractor shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, Contractor shall leave the premises clean and free of all waste materials and rubbish. Contractor agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by COMPANY.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):
- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
 - (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
 - (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;

- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.
- 12.2 Each party hereto, whether performing or non-performing, breaching or non-breaching, defaulting or non-defaulting shall be entitled to setoffs, claims, counterclaims, and credits (disregarding whether a party failed to perform, breached first, or defaulted first) in connection with any payment or the performance of any obligations under or in connection with this Contract or termination of this Contract. In case of a breach of this Contract by either party, the non-breaching party shall give the breaching party notice of the breach and a reasonable period to cure under the circumstances.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractors and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY

terminates this Contract during CONTRACTOR's performance of Work under a Work Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to effect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.

ARTICLE 17 - CONFIDENTIALITY

- 17.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.

- 17.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 18 - PROPRIETARY RIGHTS

- 18.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 18.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 19 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 19.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 19.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 19.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B made a part hereof, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 19.4 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, Contractor shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, Contractor must obtain and maintain the State license and **must** submit a copy to COMPANY prior to the performance of work covered by this Contract.

- 19.5 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, Contractor agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 20 - INDEPENDENT CONTRACTOR

- 20.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.
- 20.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 21 - FORCE MAJEURE

- 21.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 21.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 22 - SUBCONTRACTING AND ASSIGNMENTS

- 22.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 22.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 22.3 CONTRACTOR shall provide, or cause to provide, in any subcontract of the Work or purchase order with respect to the Work that COMPANY may, upon termination of the Contract, assume the rights and obligations (first arising after the assumption of the subcontract or purchase order) of the CONTRACTOR under any subcontract or purchase order entered into by CONTRACTOR with respect to the Work. Any subcontract of the Work shall provide that the obligations, representations and duties owed to CONTRACTOR by a subcontractor shall also be owed to COMPANY. CONTRACTOR shall include the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

"Upon the termination or suspension, for any reason, of the prime contract between Owner and Contractor, Owner may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption."

CONTRACTOR, at the request of COMPANY, shall provide a list, with address and phone number, of all subcontractors and purchase order vendors engaged upon the Work.

ARTICLE 23 - GOVERNING LAW

- 23.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY's site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 24 - PERMITS

- 24.1 Prior to commencing any activities contemplated under this Major Service Contract, Contractor warrants that it shall obtain and maintain all permits, bonds, and licenses that Contractor is required by law to obtain in connection with performance of work covered herein and Contractor shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 25 – NOTICES

- 25.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Kelly M. Tarr, Contracts and Insurance Specialist
Facsimile: 713-289-7422

- 25.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
and General Counsel
Facsimile: 713-646-4216

ARTICLE 26 - ENTIRETY OF CONTRACT

- 26.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 26.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 26.3 Drafts of this Contract and prior correspondence regarding this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 27 - SEVERABILITY

- 27.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 28 - BINDING EFFECT

- 28.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and assigns of the parties hereto.
- 28.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 29 - HEADINGS

- 29.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 30 - WAIVER

- 30.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 31 - ETHICAL BUSINESS PRACTICES

- 31.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 31.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 32 - SURVIVAL

- 32.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

C-K ASSOCIATES, LLC

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: *Patrick A. Long*

By: *Mark J. Gorman*

Printed Name: Patrick A. Long

Printed Name: Mark J. Gorman

Title: Chief Financial Officer

Title: Senior Vice-President - Operations

Date: 10/8/2009

Date: 10/20/09

Taxpayer ID #: 41-2096955

**Approved as to form
and content by
Legal and Contracts**

JB

Exhibit A

**COMPANY POLICIES
APPLICABLE TO CONTRACTORS**

CONTRACTOR agrees to comply as follows:

- (I) (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects

(COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:

1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

COMPANY shall mean **Plains Marketing, L. P.** and any of its affiliates which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private

vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-DRUG
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B

I. EQUAL OPPORTUNITY
(applicable to all contracts and purchase
orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. EQUAL OPPORTUNITY FOR WORKERS
WITH DISABILITIES**
(applicable to all contracts and purchase
orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;

- (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (viii) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 - (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
 - (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
 - (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS**
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon

request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
- (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
 - (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
 - (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
 - (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

**V. UTILIZATION OF SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(applicable to contracts in excess of \$500,000)**

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the
contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts
for the acquisition of commercial items)

- (a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
 - (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (5) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances, rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face

shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs
- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may required the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).
- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

SEWOSA Trailer Inventory – Casper, Wyoming 5-5-09- The following equipment is located at Sinclair's trucking facility in Evansville, WY – 5660 East Highway 20-26. Two trailers are located there and can be accessed 24 hours per day from the east through the Sinclair Refinery parking lot or through the south frontage road entrance during normal business hours. The Casper trailer can be pulled with a pickup equipped with a 2 5/16" ball. The semi trailer is for storage only.

Quantity		Description	L= Land W=Water
1	X	14 ft. Rover Jon boats	W
1	X	Mercury outboard motors with gas tank and hose	W
12	X	HD cable tow bridles for boom with top tension cable	W
5	X	Bales of 3M type 151 oil sorbent sheets	
2	X	Bales of 3M type 156 oil sorbent sheets	
4	X	18# Hooker River anchors with 75ft x 1/2" nylon rope	W
7	X	Life jackets, commercial type (Outdated/old)	W
1	X	1,000 ft fast water deflection boom	W
4	?	50 ft 6" x 6" flotation water/deflection boom	W
15	No	18 lb bags of Oclansorb Oil Absorbent	L Replace
1	No	MP Flomax self priming centrifugal pump (gas) with:	W Should this be replaced?
1	No	10 ft. 2" super-vac suction hose	W
1	No	20 ft. 2" super-vac suction hose	W
1	X	20 ft water discharge hose	W
1	X	Brass washdown jet nozzle	W
1	No	Plastic spiraflex nozzle	W For pump?
1	No	2" strainer for suction hose	W For pump?
2	No	Rakes	L
4	X	Pitchforks	L
2	X	(1) 50 ft electrical cord (1) 25'	L
4	X	100 ft electrical cord	L
8	No	"NO SMOKING" signs	L Replace with 4 signs
5	X	Shovels	L
2	X	Post driver	W
1	No	Ax	L Replace
1	X	8 oz sledge hammer /maul	L
1	X	12 oz sledge hammer /maul	L
2	X	Medical first aid kit	W
2	X	Roll of 40 ft x 100 ft 6 mil plastic	W
3	X	Rolls of 4"x2"x36" wire mesh	L
1	X	Portable generator (on trailer)	L

37	X	6 ft steel drive posts w/ clips	W
3	X	Flood lights on posts	L
6	No	Traffic cones	L Replace
2	X	Rolls of barricade tape	L
4	X	Brooms	L
13	X	Orange Safety Vests	W
1	X	Package gloves	L
6	X	Safety goggles	L
3	X	Plastic Swim Pools	L
2	X	Tarps	L
1	X	Funnel	L
2	X	Fire Extinguishers	L Replace?
5	X	Spools yellow rope - & several feet of loose rope	L
5	X	Bags of 8" x 10' oil absorbent boom 4 per bag (white)	W
1	X	Bags of 8" x 10' oil absorbent boom 2 per bag (Orange)	W
1	X	Box of white plastic sheeting	L
4	X	Boxes (10/bx) ½ " eye spring snaps	?
1	X	Pair of rubber gloves and boots	W
2	X	Oars	W
2	X	Meta ½" tubular steel stands	L
1	X	Centrifugal trash pump	
	X	Suction and discharge hoses for centrifugal trash pump	

Casper -SEMI TRAILER INVENTORY

– used for storage

Old tangled up rope

1 boat

1 boat motor with gas tank and hose

4 oars

6 rolls steel cable

4 wheel covers

Assorted steel culverts

Big white bags

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



Contract No. 026450- 035198-PMLP.2.17

MAJOR SERVICE CONTRACT

PLAINS MARKETING, L. P.

333 Clay, Suite 1600

Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 4th day of January, 2011, by and between **Plains Marketing, L.P.**, a Texas limited partnership, **and Its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and Enviro Care, Inc. with a mailing address of 505 North Main Street, North Salt Lake, Utah 84054 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Marketing Canada, L.P., Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Pacific Terminals LLC, CDM Max, LLC, as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.
- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time

limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.

- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective January 4, 2011 to January 3, 2013 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or

variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS,**

LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:

- (i) PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
- (ii) PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,**
- (iii) TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY COMPANY GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS AGREEMENT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS AGREEMENT,**
- (iv) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW,**
- (v) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND**

(VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR AND IS CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OF CONTRACTOR GROUP. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS SECTION 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT, AND CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OR OTHER FAULT OF CONTRACTOR.

8.4 THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company:

9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws and requirements in the state having jurisdiction over such employees, and over

the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.

- 9.1.2 Commercial General Liability Insurance, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Agreement;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 Aircraft Liability, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.5 Marine Liability, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;

Five Million Dollars (5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving the construction or repair of a tank(s) or for Work involving an open trench six feet deep or deeper or for hot work:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;

Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.7 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of the liabilities contractually assumed under this Contract by CONTRACTOR. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

- 9.1.8 Subcontractors CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

- 9.1.9 **THIS PARAGRAPH 9.1.9 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto and incorporated herein as Exhibit C. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.
- 10.2 COMPANY is a subscriber to ISNetwork. ISNetwork is responsible for monitoring contract compliance including, health and safety information, and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetwork. If CONTRACTOR is not currently a subscriber to ISNetwork, CONTRACTOR shall become a member by contacting ISNetwork at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetwork.com). CONTRACTOR subscription fees to ISNetwork are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):
- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;

- (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
- (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractor's and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no

event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

- 14.2 In the event of a breach or default by either party to this Agreement, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to affect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.
- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA").

These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this Section 16.6.

- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with Section 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in Section 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

SECTION 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in Section 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in Section 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probably filing of adverse claims or liens;
 - (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or

- (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.

17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.

18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.

19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto and incorporated herein as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.
- 20.7 CONTRACTOR agrees that, to the extent the work performed under this MSC relates to the Consent Decree ("CD") dated September 20, 2010, between the Company and the United States Environmental Protection Agency, compliance with the relevant provisions of the CD is required and is of the essence of this MSC.

ARTICLE 21 - INDEPENDENT CONTRACTOR

- 21.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.
- 21.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - FORCE MAJEURE

- 22.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 22.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 23 - SUBCONTRACTING AND ASSIGNMENTS

- 23.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 23.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 23.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide, that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each

subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

"Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates."

- 23.4 "Contract Documents" shall mean this Agreement, the Exhibits to this Agreement, documents listed in, and incorporated by reference in this Agreement, and Modifications issued after execution of this Agreement. A "Modification" is (1) a written amendment to this Agreement signed by both parties, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by or on behalf of Plains Marketing, L.P. or its Affiliates. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor's Bid Documents.

CONTRACTOR shall obtain a written agreement from each of its subcontractors, which agreement shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its Affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. which the CONTRACTOR has against Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 24 - GOVERNING LAW

- 24.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY's site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 25 – PERMITS

- 25.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 26 – NOTICES

- 26.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Contracts and Insurance
Facsimile: 713-289-7422

- 26.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216

ARTICLE 27 - ENTIRETY OF CONTRACT

- 27.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 27.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 27.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 28 – SEVERABILITY

- 28.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 29 – BINDING EFFECT

- 29.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.
- 29.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30 - HEADINGS

- 30.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 31 - WAIVER

- 31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

- 32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 33 - SURVIVAL

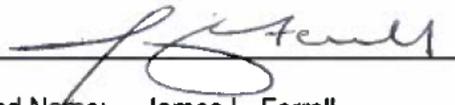
- 33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

ENVIRO CARE, INC.

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 

By: 

Printed Name: John K. Hart

Printed Name: James L. Ferrell

Title: Chief Operating Officer

Title: Managing Director

Supply Chain Management

Date: January 13, 2011

Date: 1/20/11

Taxpayer ID #: 26-2854154

Approved as to form and
content by Legal and
Contracts 

EXHIBIT A

**COMPANY POLICIES
APPLICABLE TO CONTRACTORS**

CONTRACTOR agrees to comply as follows:

- (I) (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but

not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:
 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean **Plains Marketing, L. P.** and any of **its affiliates** which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-drug
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B**I. EQUAL OPPORTUNITY**
(applicable to all contracts and purchase
orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

(applicable to all contracts and purchase
orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS**
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system,

there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (applicable to contracts in excess of \$500,000)

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c)The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d)In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name	or	Manufacturer's Name
ANSI Z89-1986		ANSI Z89.1-1997
Class B		Class E

2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirtails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

EXHIBIT D
CONSENT DECREE

FOR THE SOUTHERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
PLAINS ALL AMERICAN PIPELINE,)	
L.P.; PLAINS PIPELINE, L.P.; PLAINS)	
MARKETING GP INC.; and PLAINS)	
MARKETING, L.P.,)	
)	
Defendants.)	
)	

CONSENT DECREE

Plaintiff, United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), has filed a Complaint in this action concurrently with the lodging of this Consent Decree, alleging that the Defendants, Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (hereinafter collectively referred to as “Plains”), are liable for civil penalties and injunctive relief to the United States pursuant to the Clean Water Act (“CWA” or the “Act”), 33 U.S.C. § 1251 et seq., as amended.

Plains neither admits nor denies any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I of this Consent Decree (Jurisdiction and Venue), and with the consent of the Parties, **IT IS HEREBY ADJUDGED, ORDERED, AND DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section(s) 309(b), 309(d), 311(b), and 311(n) of the CWA, 33 U.S.C. §§ 1319(b), 1319(d), 1321(b), and 1321(n). This Court has personal jurisdiction over the Parties to this Consent Decree. Venue is appropriate in this District pursuant to 33 U.S.C. § 1319(b) and 28 U.S.C. §§ 1391(b) and (c), and § 1395(a), because Plains resides, is located, and otherwise may be found in this judicial district, and Plains conducts business in this judicial district. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Plains consents to this Court’s jurisdiction and to venue in this judicial district.

2. For purposes of this Consent Decree only, Plains agrees that the Complaint states claims upon which relief may be granted pursuant to CWA Section(s) 309 and 311, 33 U.S.C. §§ 1319 and 1321.

II. APPLICABILITY

7. Plains shall provide a copy of this Consent Decree to all officers and supervisory employees whose duties include compliance with any provision of this Consent Decree. Plains shall provide a copy of Sections V, VI, X, and any other relevant portion of this Consent Decree to any other employee or agent whose duties include compliance with any provision of this Consent Decree, as well as to any contractor

retained to perform work required under this Consent Decree. Plains shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Plains shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA shall have the same meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

A. “Category I Pipeline(s)” shall mean Pipelines that are regulated pursuant to the Safety Regulations and are not Category II, Category III, or Category IV Pipelines;

B. “Category II Pipeline(s)” shall mean Pipelines that are regulated pursuant to the Safety Regulations and are either Category II-A (Gathering) Pipelines or Category II-B (Low-Stress) Pipelines;

i. “Category II-A (Gathering) Pipeline(s)” shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any Unusually Sensitive Area; and

- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 - 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 - 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. “Category II-B (Low-Stress) Pipeline(s)” shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any Unusually Sensitive Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 - 1. A stress level equal to or less than 20- percent of the specified minimum yield strength of the Pipeline; or
 - 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

C. “Category III Pipeline(s)” shall mean Pipelines that are not regulated pursuant to the Safety Regulations and are either Category III-A (Gathering) Pipelines or Category III-B (Low-Stress) Pipelines;

i. “Category III-A (Gathering) Pipeline(s)” shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any High Consequence Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. “Category III-B (Low-Stress) Pipeline(s)” shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any High Consequence Area; and.
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level equal to or less than 20- percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

D. “Category IV Pipeline(s)” shall mean all Pipeline other than Category I Pipeline(s), Category II Pipeline(s), or Category III Pipeline(s);

E. “Centerline Verification” shall mean the process of validating the accuracy of the Pipeline centerline in the Geographic Information System (“GIS”) spatial database to its true global location so as to comply with the National Pipeline Mapping System (“NPMS”) quality rating of “G” (good) or better;

F. “Complaint” shall mean the complaint filed by the United States in this action;

G. “Consent Decree” shall mean this Consent Decree and all appendices attached hereto;

H. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

I. “Defendants” shall mean Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (collectively referred to herein as “Plains”);

J. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

K. “Effective Date” shall have the definition provided in Section XIV of this Consent Decree;

L. “High Consequence Area(s)” or “HCA(s)” shall have the same meaning as described in 49 C.F.R § 195.450;

M. "Listed Discharges" shall mean the discharges of crude oil from Plains' Pipelines and Replacement and/or Substitute Breakout Tanks into the environment that are listed in Appendix A to this Consent Decree;

N. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral;

O. "Parties" shall mean the United States and Defendants;

P. "PHMSA" shall mean the Pipeline and Hazardous Materials Safety Administration, currently an agency of the United States Department of Transportation, and any of its successor departments or agencies;

Q. "Pipeline" shall mean any pipe operated by Plains in the United States used for crude oil service, other than intra-facility flowlines, intra-facility gathering lines, or Pipeline permanently removed from service (emptied of crude oil and purged); provided that, if any Pipeline removed from service is subsequently put back into crude oil service, the Pipeline shall be subject to all applicable requirements of this Consent Decree;

R. "Plaintiff" shall mean the United States;

S. "Replacement and/or Substitute Breakout Tank(s)" shall mean any aboveground crude oil tank owned and/or operated by Plains that is used as a replacement and/or substitute (regardless of whether it is a permanent, temporary, or stand-by replacement or substitute) for an existing breakout tank used to relieve surges in Pipelines, including but not limited to relief tanks.

T. "Safety Regulations" shall mean the PHMSA regulations promulgated at 49 C.F.R. Part 195, as in effect on the Effective Date;

U. "Section" shall mean a portion of this Consent Decree identified by a roman numeral;

V. "Segment" shall mean a discrete section of a Pipeline that is bounded and defined by instrumentation, such as meters, or by physical features, such as valves;

W. "Slack-Line Operations" shall mean Pipeline operating conditions during which a given Segment of Pipeline is not entirely filled with oil or is partly void;

X. "United States" shall mean the United States of America, acting on behalf of EPA; and

Y. "Unusually Sensitive Area(s)" or "USA(s)" shall have the same meaning as described in 49 C.F.R § 195.6.

V. COMPLIANCE REQUIREMENTS

14. Until termination of this Consent Decree, Plains shall implement or continue to implement the measures contained in this Section with the objective of preventing future unauthorized discharges of crude oil from Plains' Pipelines and Replacement and/or Substitute Breakout Tanks.

15. Enhanced Integrity Management and Corrosion Control.

A. IMP Requirements for Category I, Category II-B, and Category III-B Pipelines. Plains shall assess, operate, and maintain all Category I,

Category II-B, and Category III-B Pipelines in accordance with the requirements of Plains' IMP, subject to the requirements of sub-paragraph 15.G.

B. RSP Screening of Category II-A, Category III-A, and Category IV Pipelines. Plains shall assess, operate, and maintain all Category II-A, Category III-A, and Category IV Pipelines in accordance with the requirements of Plains' RSP, subject to the requirements of sub-paragraph 15.G. Plains shall develop and implement action plans detailing risk mitigation actions to address the risks or other anomalies found during the RSP in accordance with the risk category schedule set forth in Section 7 of Plains' RSP (or the corresponding section(s) of any updated versions of Plains' RSP).

C. Integrity Management of Category II and Category III Pipelines.

- i. Category II-A and Category III-A (Gathering) Pipelines. For all Category II-A and Category III-A Pipelines as of the Effective Date of this Consent Decree, Plains shall operate and maintain such Pipelines in conformity with the safety requirements for rural gathering pipelines established in 49 C.F.R. 195.11(b); provided, however, that with respect to the specific provisions listed below, Plains shall also meet the following accelerated schedules:
 - a. By no later than the Effective Date, Plains shall identify all Segments of Pipeline meeting the definition of either a Category II-A or Category III-A Pipeline; and
 - b. By no later than the Effective Date, Plains shall develop and implement a continuing public education program as described in 49 C.F.R. § 195.440; and
 - c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.
- ii. Category II-B and Category III-B (Low-Stress) Pipelines. In addition to the requirements of sub-paragraph 15 .A, for all Category II-B and Category III-B Pipelines as of the Effective Date of this Consent Decree, Plains shall:

- a. By no later than the Effective Date, identify all Segments of Pipeline meeting the definition of either a Category II-B or Category III-B Pipeline; and
- b. By no later than July 3, 2013, Plains shall complete baseline assessments of all Category II-B and III-B Pipelines in conformity with 49 C.F.R. § 195.452(c). By no later than January 3, 2011, Plains shall complete at least 50-percent of these baseline assessments (based on the total mileage of Category II-B and III-B Pipeline to be assessed), beginning with the highest risk pipe; and
- c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.

D. New Pipeline Acquisitions.

- i. **Initial Screening.** Plains shall complete initial screening of all Category II- A, Category III-A, and Category IV Pipeline(s) purchased or otherwise acquired by Plains after July 1, 2009, in accordance with Plains' RSP, pursuant to the following schedule:
 - a. Provided that digital maps with Centerline Verification of the Pipeline(s) purchased or otherwise acquired are available to Plains, Plains shall complete initial screening of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened; or
 - b. If digital maps with Centerline Verification are not available for any portion of the Pipeline(s) purchased or otherwise acquired, Plains shall complete initial screening of all Pipeline(s) with digital maps and Centerline Verification at a rate of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened. After completing initial screening of all such Pipeline(s) with digital mapping and Centerline Verification, Plains shall complete GIS digital mapping, Centerline Verification, and initial screening of no less than 500 miles of Pipeline without digital mapping and Centerline Verification per twelve-month period

from the date initial screening of the Pipeline(s) with digital mapping and Centerline Verification is complete until all such purchased or acquired Pipeline(s) is digitally mapped, Centerline-Verified and screened.

- c. For purposes of determining the rate and deadline for completing initial screening under this sub-paragraph 15. D., the availability of digital maps with Centerline Verification shall be determined individually for each separate purchase or acquisition of Pipeline. If Plains makes additional purchases or acquisitions of Pipeline before completing initial screening of an earlier purchase or acquisition covered by this sub-paragraph 15.D., Plains shall complete initial screening of all Pipelines purchased or otherwise acquired at an overall rate of no less than 1,000 miles of Pipeline per twelve-month period until only one set of Pipeline(s) purchased or acquired remains to be initially screened, in which case Plains shall complete initial screening of the remaining set of Pipeline(s) in accordance with sub-paragraph 15.D.i.a or 15.D.i.b., as applicable.
- ii. Integrity Management of Newly Purchased or Acquired Category II and Category III Pipelines. Plains shall determine the proper Category for newly purchased or acquired Pipeline(s) at the time of purchase or acquisition, and based on mapping available at that time. For any Category II or Category III Pipelines purchased or otherwise acquired after the Effective Date of this Consent Decree, Plains shall also comply with the requirements of sub-paragraph 15.C. by the specified deadlines if the deadline for a particular requirement will not pass within six months from the date of purchase or acquisition. If a deadline specified in sub-paragraph 15.C. has already passed or will pass within six months from the date of purchase or acquisition, Plains shall comply with the requirements of sub-paragraph 15.C., as well as sub-paragraph 15.A for Category II-B and III-B Pipeline(s), within six months from the date of purchase or acquisition. If subsequent centerline verification requires that a newly purchased or acquired Pipeline be designated under a different Category, Plains shall have six months from the date of such re-categorization to comply with the requirements of this Paragraph.

E. Geographic Information Systems ("GIS") Mapping. By no later than July 1, 2010, Plains shall complete initial digital GIS mapping and Centerline

Verification of all Pipelines operated by Plains as of May 1, 2010. For any Pipeline(s) purchased or acquired by Plains after May 1, 2010, Plains shall complete initial digital GIS mapping and Centerline Verification of all such Pipelines in accordance with the schedules and requirements provided in subparagraph 15 .D.i.b.

F. Anode Beds, Internal Corrosion Control, and Close Interval Surveys. Plains shall spend no less than a total of \$6,000,000 during the two-year period including calendar years 2010 and 2011 on the following activities to mitigate threats posed by corrosion of Plains' Pipeline(s): (i) replacement or installation of no fewer than 120 anode beds and/or rectifiers; (ii) installation of equipment to inject corrosion inhibitor and biocides for internal corrosion control, and (iii) performance of close interval surveys on no fewer than 2400 miles of Pipeline.

G. Subsequent Revisions to Plains' IMP or RSP.

- i. From the Effective Date until the termination of this Consent Decree, Plains shall not implement any material changes to Plains' IMP or RSP that are less protective of navigable waters and/or adjoining shorelines, as those terms are defined in 33 U.S.C. § 1362 and any implementing regulations, without prior written approval from EPA. For the purpose of this Consent Decree, "material changes" shall mean any change that:
 - a. removes the designation of any Segment of Pipeline that, as of the Effective Date, Plains has designated as one that "could affect a HCA," or removes this designation from any Segment of Pipeline that Plains is required to so designate pursuant to the requirements of this Consent Decree, except with respect to a Pipeline or Segment of Pipeline that is permanently removed from service after the Effective Date by emptying it of all crude oil and purging it; or
 - b. reduces the stringency of the Pipeline risk assessment, evaluation, and repair procedures,

methods, and criteria established in Plains' IMP and/or RSP such as:

1. baseline assessment or risk screening procedures and methods;
 2. requirements for implementing and/or re-assessing RSP Action Plans, as well as the underlying Pipeline preventative and mitigative measures; or
 3. extends the required timeframes for performing any of the actions described in this sub-paragraph 15.i.b.
- ii. Within 90 Days after receiving notice from EPA that Plains has made a material change to its IMP or RSP in a manner that EPA has determined to be less protective of navigable waters, or within such other time as agreed to by EPA, Plains shall implement its former IMP or RSP, or shall implement modifications that EPA determines are equivalent to the former provisions of Plains' IMP or RSP.

16. Enhanced Pipeline Leak Detection.

A. Weekly Aerial Patrols. Plains shall conduct weekly aerial patrols (weather permitting) of all Category I Pipeline(s), Category II-A Pipeline(s), Category II-B Pipeline(s), and Category III-B Pipeline(s), including any such Pipeline purchased or otherwise acquired after the Effective Date of this Consent Decree to identify indications of a leak or spill of oil. Plains shall also conduct weekly aerial patrols (weather permitting) of all Pipeline Segments in the systems from which the discharges listed in Appendix A occurred. At its option, Plains may conduct the weekly patrols (weather permitting) on foot or by motorized vehicle, provided that, in such instances, Plains shall visually inspect surface conditions over the entire Pipeline right-of-way that would otherwise be flown in order to identify indications of a leak or spill of oil.

B. Implementation of API 1130 Compliant CPM Leak Detection.

Plains will comply with the performance standards for Computational Pipeline Monitoring (“CPM”) Leak Detection described in API 1130 on the Segments of Pipeline identified in “Appendix B,” for so long as those Segments of Pipeline are in service. By no later than December 31, 2011, Plains shall install CPM equipment on an additional 30 Segments of Pipeline and operate such Segments of Pipeline and CPM equipment in accordance with API 1130.

C. Enhancement of API 1130 Compliant CPM Leak Detection and Minimization of Slack-Line Operations.

- i. Investigation. By no later than December 31, 2011, Plains shall complete and document an investigation of the Pipeline Segments listed on Appendix B (and any Segments added to CPM pursuant to sub-paragraph 1 6.B) that is designed to identify potential enhancements to Plains’ leak detection capabilities and measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems on those Pipeline Segments. This investigation shall incorporate, but is not limited to, an evaluation of the following elements:
 - a. Reviewing both the migration of the CPM Pipeline Segments listed on Appendix B to, and the implementation of the additional 30 new CPM Pipeline Segments referenced in sub-paragraph 1 6.B in, the Telvent OASySTM DNA Pipeline Monitoring (PLM) CPM application used in Plains’ Midland, TX Operational Control Center;
 - b. Examining Slack-Line Operations on all Pipeline Segments subject to this sub-paragraph 16.C, including an analysis of whether reduction or elimination of Slack-Line Operation is practicable, and the effect of such reduction or elimination on leak detection capability. The examination of Slack- Line Operations shall include, but is not limited to, an evaluation of:
 1. Slack-Line Operations during “shut-in” and flowing Pipeline operating

- conditions, including by reviewing recent and relevant over/short measurements;
2. The amount of slack volume during “shut-in” and flowing Pipeline operating conditions;
 3. The amount of time required to refill the Pipeline(s) during “start-up” operations;
 4. The ability of the CPM systems to adhere to API 1130 considering the effect of Plains’ Slack-Line Operations and over/short measurement capabilities on CPM leak detection capabilities; and
 5. Measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems. Such measures may include, but are not limited to, consideration and implementation of one or more of the following for each Segment of Pipeline:
 - A. No action required, provided that current CPM leak detection system tolerances are adequate to detect leaks and/or spills given the Pipeline’s Slack-Line Operations or Slack-Line Operations are not present;
 - B. Revision of operating procedures for the applicable Segment of Pipeline, including the “start-up” and “shut-in” procedures;
 - C. Installation of valves or pressure control devices to provide additional back-pressure, taking into consideration the limitations of the Segment of Pipeline and connecting facilities to safely contain such pressure; and
 - D. Adjusting the CPM alarm limits to account for the expected refilling of the slack volumes so that leaks or spills are detected, but false indicators are avoided.

- c. Historical SCADA data or other available data to identify and examine uncertainties and/or variability in measured Pipeline flow rates, operating pressures, temperatures, tank levels, and/or Pipeline operations in order to: (i) determine Plains' CPM leak detection capability and (ii) determine achievable Pipeline Segment alarm limits that do not result in excessive nuisance alarms.
 - ii. Action Plans. Based on the findings of the investigation described above, Plains shall develop action plans as the investigation progresses. Such action plans shall include one or more of the measures identified in sub-paragraph 16.C.i.b.5. and any other actions that Plains may also take to improve the leak detection system and/or minimize Slack-Line Operations. Plains shall complete the development of all action plans by no later than March 31, 2012. Plains shall complete implementation of all enhancements to the CPM leak-detection capabilities and/or Slack- Line Operations identified in the action plans prior to Plains submitting a request for termination of this Consent Decree.

17. **Requirements for Replacement and/or Substitute Breakout Tanks.**

A. By no later than the Effective Date of the Consent Decree, Plains' Replacement and/or Substitute Breakout Tanks must meet the following requirements:

- i. Requirement for "Sufficient Capacity": All Replacement and/or Substitute Breakout Tanks must meet the design capacity requirements specifically needed to receive and safely contain oil from surges, pressure relief events, operational upsets, or other abnormal events in the associated pipeline system, as well as any applicable design capacity requirements necessary to comply with good engineering practice.
- ii. Requirement for "Secondary Containment":
 - a. "Secondary Containment" for Replacement and/or Substitute Breakout Tanks shall mean secondary containment and/or other diversionary structures sufficient to contain the entire capacity of the Replacement and/or Substitute Breakout Tank and sufficient freeboard to contain precipitation. In all

cases, the entire system for Secondary Containment, including walls and floor, must be sufficiently impervious so as to contain oil, and must be constructed so that any discharge from the primary containment system will not escape the system for Secondary Containment before cleanup occurs; and

- b. All Replacement and/or Substitute Breakout Tanks must be properly located within Secondary Containment areas until the tank is permanently closed. The Secondary Containment requirement shall apply regardless of whether the Replacement and/or Substitute Breakout Tank is being used for supplemental storage capacity during an abnormal event and existing Secondary Containment is not available. In such circumstances, Secondary Containment must be constructed and the Replacement and/or Substitute Breakout Tank must be properly located within such Secondary Containment areas until the Replacement and/or Substitute Breakout Tank is permanently closed.

18. **Personnel and Training.**

- A. Plains will preserve and staff the following employee positions until at

least July 31, 2011:

- i. PHMSA/IMP Records Coordinator and five records specialists;
- ii. Pipeline Integrity Coordinator for Non-PHMSA Regulated Pipelines;
- iii. Pipeline Integrity Coordinator for Internal Inspection;
- iv. Senior Measurement and Quality Control Manager;
- v. Pipeline Control Center Training Supervisor;
- vi. Control Center Shift and Console Supervisors;
- vii. One Call Administrator; and
- viii. Two Leak Detection Engineers.

B. If an employee filling any of the positions listed above in subparagraph 18.A is not able to perform his/her duties for an extended period of time, is

terminated, or leaves his/her employment with Plains, Plains shall designate an alternate employee as soon as possible who is capable of performing all duties, responsibilities, and authorities required by the position until the original employee is able to resume his/her position or a new full-time replacement is employed by Plains.

C. Plains shall train all employees assigned to operate and maintain Category III-A and Category IV Pipelines in conformity with the Operator Qualification requirements of 49 C.F.R. 195, subpart G. Plains shall also conduct mandatory pre-screening testing for all new pipeline controller applicants using a computer simulator-based console operator assessment.

19. Plains shall train field personnel performing Pipeline maintenance on proper Pipeline cleaning techniques and procedures.

20. Permits. Where any compliance obligation under this Section requires Plains to obtain a federal, state, or local permit or approval, Plains shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Plains may seek relief under the provisions of Section VIII of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Plains has submitted timely and complete applications and has taken all other actions necessary to obtain such permit or approval.

VI. REPORTING REQUIREMENTS

21. Plains shall submit the following reports to the persons designated in Section XIII of this Consent Decree (Notices):

A. By no later than six months after the Effective Date, and every sixth months thereafter until this Consent Decree terminates pursuant to Section XVII of this Consent Decree (Termination), Plains shall submit a semi-annual report to EPA that shall discuss, for the preceding six months: (i) the status of the compliance measures required under Section V of this Consent Decree; (ii) a detailed listing of the specific items for which expenditures required under sub-paragraph 15.F. were made; (iii) Plains' progress regarding the completion of any required milestones under this Consent Decree, including, but not limited to summaries of the RSP Action Plans required pursuant to sub-paragraph 15.B. and a description of actions taken pursuant to the RSP Action Plans during the preceding six months; (iv) summaries of each action plan developed pursuant to sub-paragraph 16.C.ii. and a description of actions taken to implement the action plans during the preceding six months; (v) any problems encountered or anticipated in complying with this Consent Decree, as well as implemented or proposed solutions; (vi) the status of any necessary permit applications; (vii) a listing and description of any material changes Plains has made to its IMP or RSP (including a copy of any amendments thereto); and (viii) the total miles of Pipeline purchased, acquired, or sold during the preceding six months, if any.

B. The reports required under this Section shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Plains shall so state in the report. Plains shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation,

within 30 Days of the Day Plains becomes aware of the cause of the violation.

Nothing in this Paragraph or the following Paragraph relieves Plains of its obligation to provide the notice required by Section VIII of this Consent Decree (Force Majeure).

22. Each report submitted by Plains under this Section shall be signed by an official of the submitting party and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on any personal knowledge I may have and my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

23. The reporting requirements of this Consent Decree do not relieve Plains of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

24. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

X. INFORMATION COLLECTION AND RETENTION

44. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry with respect to Plains' Pipeline and/or

Replacement and/or Substitute Breakout Tanks or any other facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

1. monitor the progress of activities required under this Consent Decree;
2. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
3. obtain samples and, upon request, splits of any samples taken by Plains or its representatives, contractors, or consultants;
4. obtain evidence, including documents, photographs, and other data; and
5. assess Plains' compliance with this Consent Decree.

45. Upon request, Plains shall provide EPA or its authorized representatives splits of any samples taken by Plains. Upon request, EPA shall provide Plains splits of any samples taken by EPA.

46. Notwithstanding the provisions of Section XVII of this Consent Decree (Termination), until five years after the termination of this Consent Decree, Plains shall retain, and shall instruct its contractors and agents to preserve, all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that are generated in connection with or as part of Plains' performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Plains shall provide copies of any documents, records, or other information required to be maintained under this Paragraph, subject to the assertion of privilege as described in Paragraph 47.

47. At the conclusion of the information-retention period provided in the preceding Paragraph, Plains shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Plains shall deliver any such documents, records, or other information to EPA within 30 days of the United States' request. Plains may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Plains asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title (if the title is available) of each author of the document, record, or information; (4) the name and title (if the title is available) of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Plains. However, any underlying documents, records, or other information from which Plains has compiled the semi-annual reports required under Section VI of this Consent Decree (Reporting Requirements) or any other submission required by this Consent Decree shall not be withheld on grounds of privilege.

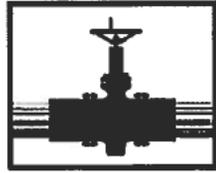
48. Plains may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Plains seeks to protect as CBI, Plains shall follow the procedures set forth in 40 C.F.R. Part 2.

49. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or

obligation of Plains to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XVII. TERMINATION

66. By no earlier than July 31, 2013, and after Plains has completed performance of its obligations required by this Consent Decree, including Section IV (Civil Penalty), Section V (Compliance Requirements), Section VI (Reporting Requirements), and the payment of any accrued stipulated penalties, Plains may submit to the United States a written Request for Termination, stating that Plains has satisfied those requirements, together with all necessary supporting documentation.



PLAINS
MARKETING, L.P.

Contract No. 026450-04582-PMLP.2.17

MAJOR SERVICE CONTRACT

PLAINS MARKETING, L. P.

333 Clay, Suite 1600

Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 28th day of March, 2011 by and between **Plains Marketing, L.P.**, a Texas limited partnership, and **its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **Environmental Restoration, LLC** with a mailing address of 1666 Fabick Drive, Fenton, Missouri 63026 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Midstream Canada ULC, Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Plains Products Terminals LLC, CDM Max, LLC, and Plains Pipeline – North Dakota LLC as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR (the "Work Order").
The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.
- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.
- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.

- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective March 28, 2011 to March 27, 2014 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum Work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.

- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.
- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict

(including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30- EXHIBITS AND WORK ORDERS

30.1 Each Exhibit to this Contract and any Work Orders issued pursuant hereto are incorporated herein and made a part hereof for all purposes.

ARTICLE 31- WAIVER

31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.

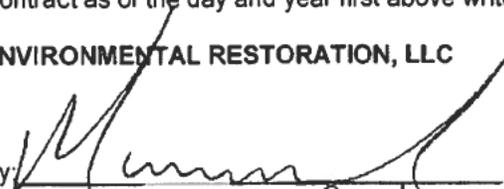
32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 33 - SURVIVAL

33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

ENVIRONMENTAL RESTORATION, LLC

By: 

Printed Name: Mark Ruck

Title: Vice President

Date: 6/7/2011

Taxpayer ID #: 43-1799942

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 

Printed Name: James L. Ferrell

Title: Managing Director
Supply Chain Management

Date: 6/13/11

QTY	EQUIPMENT
1	1" poly air diaphragm pump
3	2" stainless steel air diaphragm pumps
2	2" poly air diaphragm pumps
2	2" centrifugal trash pumps
1	2" centrifugal pump
2	Gas motor powered 2" diaphragm pumps
4	Wheelbarrow air compressor
1	185cfm trailer mounted air compressor
1	1500psi pressure washer
1	3500psi trailer mounted pressure washer, hot water
2	16' aluminum work boats with 25hp tiller handle motors <i>*Note: we have ordered a 60hp jet drive motor for one of these boats</i>
1	20' aluminum workboat with a 150hp outboard motor
1	16yd dump truck
1	24 ton lowboy
1	Rubber tire backhoe
1	Bumper pull travel trailer
10,000'	18" containment boom
1,500'	4" containment boom
1	20' equipment trailer
N/A	Confined space and confined space rescue equipment

1	Equipped oil spill trailer
1	Equipped tank cleaning trailer
2	OTR trucks
1	50 ton lowboy
1	Excavator
1	D4 dozer
1	Bobcat with rubber tracks
2	Roll off frames
30	Roll off boxes
2	70 barrel vacuum trucks
1	130 barrel vacuum tanker
1	36' HazMat trailer

QTY	EQUIPMENT ORDERED
N/A	Fire suppressant equipment
1	Dry vacuum truck
1	Dry vacuum skid unit
1	20,000psi hydroblasting unit

H2O OSRO EQUIPMENT LISTED BY RESPONSE AREA - LAS VEGAS, NV LAS VEGAS AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
4" flotation x 6" skirt,
¼" Stainless Steel Top Tension Cable,
Universeal End Connectors,

Total of 2,100 foot:

"LEO" Bag

Boom Deployment
Rope Pulling System

Ancillary Equipment
(Rope, Buoys, Anchors End-Connectors, etc.)

Various Quantities

OIL RECOVERY SKIMMERS & ANCILLARY EQUIPMENT:

Oleophilic 2 Drum Oil Skimmer - 1 each
Elastic/American Marine - Model TDS-118
Recovery Capacity - 1,200 Barrels per day.

Oleophilic 1 Drum Oil Skimmer - 1 each
Crucial, Inc. - Model 1D19P-24"
Recovery Capacity - 1,900+ Barrels per day

Oleophilic Triangular Disc Oil Skimmer
21 discs (*Morris Industries*) - 1 each
Recovery Capacity - 80+ Barrels per day.

Oleophilic Rope Mop Skimmer
(*Alden Industries*) - 1 each
Recovery Capacity - 300 Barrels per day

Oil Spill Response Weir Skimmers - 2 Total:

Slurp (*Slickbar Products Corp.*) - 1 each
Manta Ray (*Slickbar Products Corp.*) - 1 each

Generators (*Various Wattage*) - 2 each

COMMUNICATIONS EQUIPMENT:

Handheld Multi-channel Radios - 12 each
Mobile Repeater for Handheld Radios - 1 each
Worldwide Satellite Phone - 2 each

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA's (<i>MSA - 4400 lbs.</i>)	- 2 each
SAR Units	- 4 each
LEL Meters	- 3 each
Multigas Detector (<i>LEL, O2, CO, H2S</i>)	- 2 each
Tripods for Confined Space Entry	- 2 each
Level A HazMat Suits	- 4 each
Level B/C HazMat Suites	- 50 each
Air Purifying Respirators (<i>APR</i>) - Half Face	- 50 each
Air Purifying Respirators (<i>APR</i>) - Full Face	- 25 each
Decontamination Kit System	- 1 each
ICS Safety Vests	- Various Quantities
Hard Hats, Safety Glasses/Goggles, Steel Toe Calf-High Boots	- Various Quantities

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat with Mercury 4 Cycle Engine	- 1 each
---------------------------------------------------------------	----------

OIL SORBENT MATERIALS:

<u>Sorbent Booms</u> 8" Dia. x 10' Length - 40 ft. to Bag	- Various Quantities
<u>Sorbent Pads</u> 18" x 18" x 3/8" Pads - 100 to Bag	- Various Quantities

EMERGENCY RESPONSE UNITS/VEHICLES:

10 Ton, Emergency Response Vehicles (<i>fully stocked</i>)	- 4 each
Work Utility Trucks	- 9 each
Mobil Emergency Response Incident Command Center Vehicle	- 1 each
4 Wheel ATV	- 1 each

PUMPING & CLEANING UNITS:

Gapvax Vacuum Truck	3,300 gallon capacity	- 2 each
Peterbilt Vacuum Tanker	5,000 gallon capacity	- 1 each
Stainless Steel Vacuum Tanker	6,000 gallon capacity	- 1 each
Vactor Air Mover (<i>w/Hydro-Jetters</i>)	2,500 gallon capacity	- 1 each

PUMPING & CLEANING UNITS: (cont.)

Vacuum Truck	6,000 gallon capacity	- 1 each
Tanker Trailer	3,000 gallon capacity	- 1 each
Vacuum Tanker (<i>Dark Blue</i>)	3,000 gallon capacity	- 1 each
Vacuum Pup Tanker	3,000 gallon capacity	- 1 each
Pressure Washer w/Lt. Trailer		- 3 each
Pressure Washer/Portable		- 2 each
Steam Cleaner (<i>trailer mounted with 300 gal. water tank</i>)		- 2 each
1-4" Centrifugal High Volume Liquid Pipeline (<i>trailer mounted</i>)		- 1 each
Video Pipeline Inspection Camera & Line Locator		- 1 each
Portable TPH Vapor Extraction Unit (<i>trailer mounted</i>)		- 1 each

EXCAVATION EQUIPMENT:

Cat 330 Excavator (<i>with thumb</i>)		- 1 each
Cat 312 Excavator (<i>w/hydraulic breaker Attachment</i>)		- 1 each
Case 580 Backhoe (<i>4WD, enclosed cab</i>)		- 1 each
Case Uni-Loader		- 2 each
Cat Backhoe (<i>4WD, enclosed cab</i>)		- 1 each
Case Mini Excavator		

ROLL-OFF, TRANSPORTATION:

Kenworth Tractor		- 6 each
Freightliner Truck		- 1 each
Peterbilt Transport Tractor		- 1 each
Pace Trailer - 24 ft.		- 1 each
Autocar Dump Truck		- 1 each
10 Wheel Roll-Off Truck		- 1 each
Roll-Off Bins (<i>18 thru 30 yard capacity</i>)		- 20 each
Roll-Off Trailers (<i>53' Rocket Launcher</i>)		- 4 each
Pup Dump Trailer/Semi-trailer		- 1 each
Trailer Roll Pup/Roll-off Trailer		- 1 each
Side Dump Trailers		- 6 each
Converter Dolly Gear		- 4 each
Converter Dolly Transport Trailer		- 1 each
Lt. Deck Trailer - 24 ft.		- 1 each
Utility Trailer		- 1 each
Trailer Flatbed - Lt.		- 1 each
Equipment Trailer - 24 ft.		- 1 each
Van Trailer		- 1 each
Echo Trailer - Lt.		- 1 each
Bulk Utility Trailer w/Tank - Lt.		- 1 each
Water Truck		- 1 each

PORTABLE WATER/OIL/WASTE STORAGE CAPACITY

1,000 gallon Portable Poly Tank	- 5 each
3,000 gallons Pup Tank Trailer	- 1 each
24,000 gallon Fixed Oil/Waste Storage Tank	- 4 each
<i>(Total Storage Capacity - 98,000 gallons)</i>	

PRODUCT TRANSFER PUMPS:

2 inch Wilden - HDPE Pump	- 1 each
2 inch Wilden - Poly Pump	- 1 each
2 inch Wilden - Aluminum Pump	- 1 each

H2O OSRO EQUIPMENT LISTED BY RESPONSE AREA - RENO, NV RENO AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
4" flotation x 6" skirt,
1/4" Stainless Steel Top Tension Cable,
Universeal End Connectors,

Total of 2,000 foot:

"LEO" Bag

Boom Deployment
Rope Pulling System

Ancillary Equipment
(Rope, Buoys, Anchors End-Connectors, etc.)

Various Quantities

OIL RECOVERY SKIMMER:

Oleophilic 1 Drum Oil Skimmer -1 each
Crucial, Inc. - Model 1D19P-24"
Recovery Capacity - 1,200 Barrels per day

Oil Spill Response Weir Skimmers
Douglas Engineering - Skimpack - 1 each

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat
with Honda 4 Cycle Engine - 1 each

OIL SORBENT MATERIALS:

Sorbent Booms
8" Dia. x 10' Length - 40 ft. to Bag - Various Quantities

Sorbent Pads
18" x 18" x 3/8" Pads - 100 to Bag - Various Quantities

EMERGENCY RESPONSE UNITS/VEHICLES:

Emergency Response Vehicle (*Fully Stocked*) - 1 each
Hazardous Materials Response Unit (*w/generators & compressors*) - 1 each
Emergency Response Trailer (*fully stocked with exterior lighting*) - 1 each
Work Trucks - 2 each
32' Mobil Emergency Response Van/Command Post - 1 each

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

<i>SCBA's (MSA - 4400 lbs.)</i>	- 2 each
SAR Units	- 4 each
Multigas Detectors (<i>LEL, O2, CO, H2S</i>)	- 2 each
Tripods for Confined Space Entry	- 2 each
Level "A" HazMat Suits	- 2 each
Level "B/C" HazMat Suites	- 20 each
Air Purifying Respirators (<i>APR</i>) - Full Face	- 20 each
Air Purifying Respirators (<i>APR</i>) - Half Face	- 20 each
Personal Protective Flotation Devices	- 60 each
Tripods for Confined Space Entry	- 2 each
Decontamination Kit System	- 1 each
ICS Safety Vests	- Various Quantities
Hard Hats, Safety Glasses/Goggles, Steel Toe Calf-High Boots	- Various Quantities

PUMPING & CLEANING UNITS:

Stainless Steel Vacuum Tanker (<i>6,000 gal. capacity, DOT-407/412</i>)	- 1 each
Vacuum Skid/Roll-off Tank (<i>3,000 gal. capacity, DOT407/412</i>)	- 2 each
Vacuum Tanker (<i>5,000 gal. capacity, self-contained pump, DOT-407/412</i>)	- 1 each
Tanker Trailer (<i>3,000 gal. capacity</i>)	- 1 each
Steam Cleaner (<i>3,000 psi./3 gpm, trailer mounted 300 gal. water tank</i>)	- 1 each
24,000 psi Hydro Blaster	- 1 each
Video Pipeline Inspection Camera & Line Locator	- 1 each

EXCAVATION EQUIPMENT:

Cat 315 Excavator	- 1 each
Cat Backhoe (<i>4 WD, enclosed cab</i>)	- 1 each
Cat Skid Steer Loader - Uni Loader (<i>w/hydraulic drum turner</i>)	- 1 each
Side Dump Trailers (<i>20 tons</i>)	- 2 each

ROLL-OFF, TRANSPORTATION:

Semi Tractor (<i>3-axle with hydraulic kits</i>)	- 2 each
48' Semi-Van Trailer (<i>with lift gate</i>)	- 1 each
10 Wheel Roll-Off Truck	- 1 each
Roll-Off Trailer (<i>53' Rocket Launcher</i>)	- 1 each
Roll-Off Bins (<i>18 thru 30 yard capacity</i>)	- 6 each

PORTABLE OIL/WASTE STORAGE CAPACITY:

1,000 gallon Portable Poly Tanks - 5 each

PRODUCT TRANSFER PUMPS:

2 inch Wilden - HDPE Pump - 1 each
2 inch Wilden - Poly Pump - 1 each
2 inch Wilden - Aluminum Pump - 1 each

COMMUNICATIONS EQUIPMENT:

Satellite Phone - 1 each
Line of Site Radios with a 2 Mile Range - 10 each

FILTRATION EQUIPMENT:

HEPA Negative Air Machines - 8 each
HEPA Vacuums - 2 each
Mercury Vacuums - 1 each

H2O OSRO EQUIPMENT LISTED BY RESPONSE AREA - TAOS, NM

TAOS AREA REGION

OIL SPILL CONTAINMENT BOOM:

*River Boom (American Marine, Inc.)
4" flotation x 6" skirt,
1/4" Stainless Steel Top Tension Cable,
Universeal End Connectors,*

"LEO" Bag

Ancillary Equipment

(Rope, Buoys, Anchors End-Connectors, etc.)

Total of 1,100 foot:

**Boom Deployment
Rope Pulling System**

Various Quantities

OIL RECOVERY SKIMMER & ANCILLARY EQUIPMENT:

Oleophilic 1 Drum Oil Skimmer

Crucial, Inc. - Model 1D19P-42"

Recovery Capacity - 2,400 Barrels per day

- 1 each

Portable Storage

5'x5'x3' Storage Capacity - 50 Barrels (2,100 gallons)

- 1 each

Generators & Compressors

- 1 each

3 hp Power Winch w/Capstan & Stand

- 1 each

EMERGENCY RESPONSE TRAILERS:

18 foot Open Top Emergency Response Trailer

- 1 each

EMERGENCY RESPONSE VEHICLES:

5 Ton - 4 door Crew Cab Truck

- 1 each

Work Utility Truck/SUV

- 2 each

EMERGENCY RESPONSE BOATS:

14' Utility Work Boat

- 1 each

COMMUNICATIONS EQUIPMENT:

Line of Site Radios with a 2 to 26 Miles Range - 40 each

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA' - 2,200 Lbs. - 6 each
 Combustible Gas Detector - 1 each
 H₂S Meter - 1 each
 Toxic Gas Detector - 1 each
 Multigas Detector (*LEL, O₂, CO, H₂S*) - 1 each
 Level "B/C" Suits - 30 each
 Air Purifying Respirators - Half Face - 20 each
 Air Purifying Respirators - Full Face - 20 each
 Decontamination Kit System - 1 each
 Personal Protective Flotation Devices - 25 each
 Level "B" HazMat Suits - 25 each
 Hard Hats - 25 each
 ICS Safety Vests - 60 each
 Steel Toe Rubber Boots - Calf High - 30 each
 Tent, Shelter (*10' x 10' - EZ Up*) - 3 each

EXTREME COLD WEATHER OIL SPILL RESPONSE EQUIPMENT:

3 hp Ice Auger - 10" Blade - 3 each
 Chain Saw - 28" Bar (*Stihl*) - 2 each
 Chain Saw - 24" Bar (*Hava*) - 1 each
 Chain Saw - 22" Bar (*Poulan*) - 2 each
 Chain Saw - 20" Bar (*Poulan*) - 1 each
 Chain Saw Chaps - 20 each
 8' x 7' x 7' - I Beam "A" Frame w/Hoist (*3000 Lbs.*) - 1 each
 Hoist "T" Bars - 4 each
 Ice Hand Saw - 42" - 1 each
 Ice Hand Saw - 48" - 1 each
 JSG - Ice Slotting Miter Guide - 1 each
 Ice Depth Gauge - 1 each
 6' Spud Bars - 6 each
 Snow Shovels - 10 each
 6' x 3' Snow Sleds - 1 each
 Harness - Full Body - 20 each

EXTREME COLD WEATHER OIL SPILL RESPONSE EQUIPMENT: (cont.)

Safety Glasses	- 50 each
Hard Hat Liners	- 25 each
Ear-muffs	- 25 each
Hard Hats	- 25 each

H2O OSRO EQUIPMENT LISTED BY AREA REGION - BOISE, ID

BOISE AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
 4" flotation x 6" skirt,
 1/4" Stainless Steel Top Tension Cable,
 Universeal End Connectors,

"LEO" Bag

Ancillary Equipment
 (Rope, Buoys, Anchors End-Connectors, etc.)

Total of 2,000 foot:

2 ea. Boom Deployment
 Rope Pulling System

Various Quantities

OIL RECOVERY SKIMMER & ANCILLARY EQUIPMENT:

Oleophilic 1 Drum Oil Skimmer
Crucial, Inc. - Model 1D19P-24"
 Recovery Capacity – 1,200 Barrels per day

- 2 each

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat
 with Honda 4 Cycle Engine

- 2 each

EMERGENCY RESPONSE UNITS/VEHICLES:

Emergency Response Trailer (*fully stocked with exterior lighting*)
 Emergency Response Vehicle (*fully stocked*)
 Hazardous Materials Response Unit (*w/generators and compressors*)

- 2 each

- 2 each

- 2 each

COMMUNICATIONS EQUIPMENT:

Line of Site Radios with a 2 - 26 Miles Range
 Satellite Phone

- 24 each

- 1 each

OIL SORBENT MATERIALS:Sorbent Booms*8" Dia. x 10' Length - 40 ft. to Bag*

- Various Quantities

Sorbent Pads*18" x 18" x 3/8" Pads - 100 to Bag*

- Various Quantities

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA - 4,400 Lbs.	- 4 each
Multigas Detector (<i>LEL, O2, CO, H2S</i>)	- 4 each
Ohio Lumex RA915 Light - Mercury Vapor Analyzer	- 2 each
Level "A" HazMat Suits	- 4 each
Level "B/C" HazMat Suits	- 20 each
Air Purifying Respirators - Half Face	- 20 each
Air Purifying Respirators - Full Face	- 20 each
Decontamination Kit System	- 2 each
Personal Protective Flotation Devices	- 20 each
Hard Hats	- 20 each
ICS Safety Vests	- 20 each
Steel Toe Calf-High Rubber Boots	- 20 each

PUMPING and CLEANING UNITS:

Vactor Air Movers (<i>w/Hydro-Jetter - 2,500 gal. capacity</i>)	- 1 each
Vacuum Tanker (<i>Stainless Steel - 5,000 gal. capacity</i>)	- 1 each
Steam Cleaner (<i>3,000 psi./3 gpm, trailer mounted 300 gal. water tank</i>)	- 1 each

EXCAVATION EQUIPMENT:

Cat 322 Excavator	- 1 each
Cat Backhoe (<i>4 WD, enclosed cab</i>)	- 1 each
Cat Skid Steer Loader (<i>w/hydraulic drum turner</i>)	- 1 each
Air Compressor, Concrete Saw, 5K Generator	- 1 each
Side Dump Trailer (<i>20 Tons</i>)	- 1 each

PORTABLE OIL/WASTE STORAGE CAPACITY

Portable Poly Storage Tanks (*500 to 5,000 gal. capacity*) - 3 each

PRODUCT TRANSFER PUMPS:

2 inch Wilden - HDPE Pump - 1 each
2 inch Wilden - Poly Pump - 1 each
2 inch Wilden - Aluminum Pump - 1 each

ROLL-OFF, TRANSPORTATION

Semi Tractor (*3-axle with hydraulic kits*) - 1 each
10 Wheel Roll-Off Truck - 1 each
Roll-Off Trailer (*53' Rocket Launcher*) - 1 each
Side Dump Trailer - 1 each
Roll-Off Bins (18 thru 30 yard capacity) - 6 each

FILTRATION EQUIPMENT:

HEPA Negative Air Machines - 2 each
HEPA Vacuums - 2 each
Mercury Vacuum - 1 each

H2O OSRO EQUIPMENT LISTED BY AREA REGION - PHOENIX, AZ

PHOENIX AREA REGION

OIL SPILL CONTAINMENT BOOM:

River Boom (*American Marine, Inc.*)
 4" flotation x 6" skirt,
 1/4" Stainless Steel Top Tension Cable,
 Universeal End Connectors,

Total of 1,000 foot:

Ancillary Equipment
 (*Rope, Buoys, Anchors End-Connectors, etc.*)

Various Quantities

Oil Spill Response Weir Skimmers - 2 Total:

Slurp (*Slickbar Products Corp.*)

- 1 each

EMERGENCY RESPONSE BOATS:

14' Aluminum Utility Work Boat
 with Honda 4 Cycle Engine

- 1 each

EMERGENCY RESPONSE UNITS/VEHICLES:

Emergency Response Vehicle (fully stocked)

- 1 each

Emergency Response Trailer (*fully stocked with exterior lighting*)

- 1 each

Hazardous Materials Response Unit (*w/Generators & Compressor*)

- 1 each

COMMUNICATIONS EQUIPMENT:

Line of Site Radios with a 2 - 26 Miles Range

- 12 each

OIL SORBENT MATERIALS:

Sorbent Booms

8" Dia. x 10' Length - 40 ft. to Bag

- Various Quantities

Sorbent Pads

18" x 18" x 3/8" Pads - 100 to Bag

- Various Quantities

PERSONAL PROTECTIVE SAFETY EQUIPMENT:

SCBA - 4,400 Lbs.	- 2 each
Multigas Detector (<i>LEL, O2, CO, H2S</i>)	- 2 each
Level "A" HazMat Suites	- 2 each
Level "B/C" HazMat Suits	- 10 each
Air Purifying Respirators - Half Face	- 10 each
Air Purifying Respirators - Full Face	- 10 each
Decontamination Kit System	- 1 each
Personal Protective Flotation Devices	- 10 each
Hard Hats	- 10 each
ICS Safety Vests	- 10 each
Steel Toe Calf-High Rubber Boots	- 10 each

PUMPING and CLEANING UNITS:

Vacuum Tanker (<i>Stainless Steel - 6,000 gal. capacity</i>)	- 1 each
Vactor Air Movers (<i>w/Hydro-Jetters - 2,500 gallon capacity</i>)	- 1 each
GapVax Wet/Dry Industrial Vacuum Truck (<i>3,000 gal. capacity</i>)	
Steam Cleaner (<i>3,000 psi./3 gpm, trailer mounted 300 gal. water tank</i>)	- 1 each
Video Pipeline Inspection Camera & Line Locator	- 1 each

EXCAVATION EQUIPMENT:

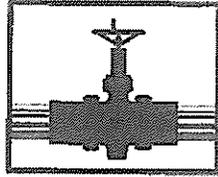
Cat 322 Excavator	- 1 each
95XT Case Steer Loader (<i>with Hydraulic Drum Turner</i>)	- 1 each
Side Dump Trailer (<i>20 tons</i>)	- 1 each

ROLL-OFF & TRANSPORTATION:

Semi Tractor (<i>3-Axle with Hydraulic Kits</i>)	- 1 each
48' Semi-Van Trailer (<i>with Lift Gate</i>)	- 1 each
Roll-Off Bins (<i>18 thru 30 yard capacity</i>)	- 6 each

FILTRATION EQUIPMENT:

HEPA Negative Air Machines	- 2 each
HEPA Vacuums	- 3 each
Mercury Vacuums	- 1 each



PLAINS
MARKETING, L.P.

Contract No. 026450-03822-PMLP.2.17

MAJOR SERVICE CONTRACT
PLAINS MARKETING, L. P.
333 Clay, Suite 1600
Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 11th day of October, 2010, by and between **Plains Marketing, L.P.**, a Texas limited partnership, and **Its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **H2O OSRO, Inc.** with a mailing address of 437 Liebert Rd. Taos, NM 87571 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Marketing Canada, L.P., Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Pacific Terminals LLC, CDM Max, LLC, as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.

1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.

1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time

limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.

- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective October 11, 2010 to October 10, 2013 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in non-compliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or

variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS,**

LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:

- (I) PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,
- (II) PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,
- (III) TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY COMPANY GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS AGREEMENT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS AGREEMENT,
- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW,
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND

(VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR AND IS CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OF CONTRACTOR GROUP. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS SECTION 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT, AND CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OR OTHER FAULT OF CONTRACTOR.

8.4 THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company:

9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws and requirements in the state having jurisdiction over such employees, and over

the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.

- 9.1.2 Commercial General Liability Insurance, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Agreement;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 Aircraft Liability, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.5 Marine Liability, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;

Five Million Dollars (5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving the construction or repair of a tank(s) or for Work involving an open trench six feet deep or deeper or for hot work:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;

Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.7 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of the liabilities contractually assumed under this Contract by CONTRACTOR. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

- 9.1.8 Subcontractors
CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

- 9.1.9 **THIS PARAGRAPH 9.1.9 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto and incorporated herein as Exhibit C. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.
- 10.2 COMPANY is a subscriber to ISNetworld. ISNetworld is responsible for monitoring contract compliance including, health and safety information, and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetworld. If CONTRACTOR is not currently a subscriber to ISNetworld, CONTRACTOR shall become a member by contacting ISNetworld at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetworld.com). CONTRACTOR subscription fees to ISNetworld are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):

- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
- (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
- (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractor's and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work

Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

- 14.2 In the event of a breach or default by either party to this Agreement, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to affect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.

- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA"). These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this Section 16.6.
- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with Section 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in Section 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

SECTION 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in Section 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in Section 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probably filing of adverse claims or liens;

- (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or
 - (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.
- 17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

- 18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.
- 18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

- 19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto and incorporated herein as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 21 - INDEPENDENT CONTRACTOR

- 21.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.

- 21.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - FORCE MAJEURE

- 22.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 22.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 23 - SUBCONTRACTING AND ASSIGNMENTS

- 23.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 23.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 23.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide, that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include

the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

“Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates.”

- 23.4 “Contract Documents” shall mean this Agreement, the Exhibits to this Agreement, documents listed in, and incorporated by reference in this Agreement, and Modifications issued after execution of this Agreement. A “Modification” is (1) a written amendment to this Agreement signed by both parties, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by or on behalf of Plains Marketing, L.P. or its Affiliates. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor’s Bid Documents.

CONTRACTOR shall obtain a written agreement from each of its subcontractors, which agreement shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its Affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. which the CONTRACTOR has against Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 24 - GOVERNING LAW

- 24.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY’s site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 25 – PERMITS

- 25.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 26 – NOTICES

- 26.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

**Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Contracts and Insurance
Facsimile: 713-289-7422**

- 26.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

**Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216**

ARTICLE 27 - ENTIRETY OF CONTRACT

- 27.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 27.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 27.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 28 – SEVERABILITY

- 28.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other

jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 29 – BINDING EFFECT

- 29.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.
- 29.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30 - HEADINGS

- 30.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 31 - WAIVER

- 31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

- 32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 33 - SURVIVAL

- 33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

H2O OSRO, Inc.

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: Dee Bradley

By: [Signature]

Printed Name: DEE BRADLEY

Printed Name: James L. Ferrell

Title: VICE PRESIDENT

Title: Managing Director

Supply Chain Management

Date: 12/14/2010

Date: 12/17/10

Taxpayer ID #: 20-0560946

MOK
Approved as to form and
content by Legal and
Contracts

Exhibit A

COMPANY POLICIES
APPLICABLE TO CONTRACTORS

CONTRACTOR agrees to comply as follows:

- (I) (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but

not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:
 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean Plains Marketing, L. P. and any of its affiliates which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, Plains Marketing, L. P. and Its Affiliates owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-drug
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B

I. EQUAL OPPORTUNITY
(applicable to all contracts and purchase
orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

(applicable to all contracts and purchase
orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system,

there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
(applicable to contracts in excess of \$500,000)

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c)The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d)In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name	or	Manufacturer's Name
ANSI Z89-1986		ANSI Z89.1-1997
Class B		Class E

2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal floatation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

Exhibit D

The H2O ORSO, Inc. letter dated July 15, 2010 setting out the retainer and fee schedules is the attached to this contract as Exhibit D. If there is any conflict between this Exhibit D and the contract, the contract shall control.

H2O OSRO, Inc. EMERGENCY RESPONSE AGREEMENT

The Parties of this Agreement are:

Owner/Responsible Party:

Plains All American Pipeline L.P.
Rocky Mountain Pipeline System
1575 Hwy 150 S. Suite E
Evanston, WY 82930

Attn: Mr. Tom McCormick

Contractor:

H2O OSRO, Inc.
P. O. Box 2638
Ranchos de Taos, NM 87557
(866) 426-6770
Fax (575) 751-1418

Owner and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

EFFECTIVE DATE: This Agreement is effective as of July 15, 2010. This agreement shall remain in effect until Plains All American Pipeline L.P. – Rocky Mountain Pipeline System chooses to terminate it.

TERMINATION: Either party may cancel this work Agreement by giving the other party thirty (30) days written notice of cancellation. Neither party hereto shall, by the termination of this work Agreement, be relieved of such party's respective liabilities arising from, growing out of, or incident to work performed hereunder prior to the time such work Agreement is terminated.

PURPOSE: It is specifically understood that the Contractor intends to commit response resources to the Owner in the event of an emergency spill response, provided that the Contractor has not committed all its resources to another on going spill response. It is further understood that if resources are committed to an on going spill that the response resources may not be immediately available. The types of work contemplated to be done by the Contractor are: Spill Response Control/Cleanup and such other work as is generally performed by the Contractor in its usual line of service.

EMERGENCY RESPONSE TEAM: During the term of this Agreement, the Contractor will make available to the Owner a 24-hour Standby Emergency Response Team for the Response, Containment, Cleanup and Transportation of any Oil/Petroleum Products/Hazardous Materials Waste Spills.

THIS 24-HOUR STANDBY EMERGENCY RESPONSE TEAM SHALL INCLUDE:

- * A 24-hour Monitored Toll Free Telephone Contact Number (866-426-6770) for the Initiation of Emergency Spill Response,
- * A Staff of 24-hour on-call Trained Personnel who can Mobilize to Respond to an Oil/Petroleum Products/Hazardous Materials Waste Spill Incident,
- * Emergency Response Resources, and
- * Containment, Recovery, Waste Minimization, Disposal Assistance, and Other Services and equipment within its rating as may be reasonably requested by the Owner or others (including appropriate government agencies) authorized by the Owner to request such services and equipment.

SCOPE of WORK: This work Agreement being a time and materials work Agreement, the Contractor will begin each part of the work covered by this work Agreement at such time as Owner initiates a request to respond to a spill of a substance by a direct telephone call to Contractor at (866-426-6770). The person initiating the response shall provide the Contractor with:

- * His or Her Name and Title,
- * Owner's Name, Address, and Telephone Number
- * The Location of the Spill,
- * The Nature of the Substances Involved in the Spill Incident,
- * The Approximate Time of the Spill Incident,
- * Any Other Pertinent Information Relating to Spill (i.e. size, fire involvement, injuries, etc.)

Upon receiving the call, the Contractor will use due diligence to mobilize resources within the allotted response time.

RETAINER FEE: A fee of \$6,000.00 per Facility and/or Facility Response Plan each year shall be charged to the Owner to cover initial expenses incurred by the Contractor should a response become necessary

The retainer fee is not transferable from one year to the next and must be paid on each yearly anniversary of this contract as long as this contract is in effect.

EMERGENCY RESPONSE SERVICE CHARGES: In the event emergency response services are requested by or for the Owner from the Contractor, the Owner shall pay the fees and charges of the Contractor as described in H2O OSRD's Response Rate Schedule and any expenses (including subcontractor's charges) incurred by the Contractor in providing such services.

It is understood that the rates and prices set forth in H2O OSRD's Response Rate Schedule are subject to change by the Contractor upon Ten Days written notice to the Owner. Any change shall not apply to work then in progress or on order. The rates to be paid to the Contractor by the Owner shall be for the actual performance of the work and shall be in addition to any charges for materials or supplies furnished by the Contractor for use in the work and any charges for transportation of tools, equipment and labor or time required to transport tools, equipment and labor to and from the job.

INVOICES: The Contractor will submit invoices for services and expenses rendered periodically. These invoices shall be due and payable immediately upon submission to the Owner. Invoices shall clearly describe the project name, services rendered, and any Owner-required data. Invoices must be paid within 15 days of the invoice date and if not paid within such time, shall be subject to a late charge of 1.5% per month on the unpaid balance or the highest rate permitted by law.

Owner agrees to make payment to the Contractor for services rendered in the amounts and the terms specified above, regardless of whether the Owner or another person or entity is legally responsible for remediation or abatement of the environmental conditions involved and, regardless of whether the Owner is entitled to reimbursement for such costs from his or from some other person's entity's insurance carrier.

INDEPENDENT CONTRACTOR RELATIONSHIPS: In the performance of the work herein contemplated the Contractor is an independent contractor, with the authority to control and direct the performance of the details of the work, the Owner being interested only in the results obtained; but the work contemplated herein shall meet the approval of the Owner and be subject to the general right of the Owner to inspect the work to secure the satisfactory completion thereof.

INDEMNIFICATION by the CONTRACTOR: The Contractor agrees to indemnify, defend and hold harmless the Owner from and against any Costs or Claims which the Owner reasonably incurs to the extent such Costs and Claims are caused solely by the gross negligence or willful misconduct of the Contractor in the performance of services under this Agreement.

INDEMNIFICATION by the OWNER: Except as otherwise provided above, the Owner shall indemnify, defend and hold harmless the Contractor, its affiliates, directors, officers, shareholders, employees, agents and subcontractors from and against any costs, liabilities, claims, demands, and causes of action arising from the performance of services under this Agreement.

Owner shall indemnify, defend, and hold Contractor harmless from any claim arising out of Owner's willful misconduct or negligence in connection with the performance of this Agreement, any actual or potential environmental pollution or contamination, including failure to detect or properly evaluate the presence of such substances.

LIMITATION of LIABILITY: The Contractor shall not be liable in connection with this Agreement or the services provided under this Agreement for lost profits or any other consequential, incidental or natural resource damages. Owner agrees that the liability of the Contractor and all officers, employees, agents and subcontractors of Contractor for all claims or other proceedings arising from the performance of services under this Agreement, including, but not limited to, Contractor's professional negligence, errors or omissions or other professional acts, shall be limited to actual damages or the fee, whichever is more. Not in any event shall Contractor's liability exceed the insurance coverage carried by the Contractor.

FORCE MAJEUR: It is agreed that in the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations under this work Agreement, other than its obligations to make payments of money due hereunder, then on such party's giving notice and full particulars of such force majeure in writing to the other party immediately after the occurrence of the cause relied on, then the obligation of that party giving such notice, so far as it is 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, as far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other causes not within the reasonable control of the party claiming a suspension which by the exercise of due diligence such party shall not have been able to avoid or overcome. In no event, however, shall the forgoing limit the rights of the Contractor or Owner to terminate this work Agreement of the work as otherwise provided herein.

MISCELLANEOUS:

1. **COMPLIANCE with LAWS:** The Contractor agrees to comply with all laws, rules, and regulations, Federal, State, and Municipal, which are now, or in the future may become, applicable to the Contractor, the Contractor's business, equipment, sub-contractors and personnel engaged in operations covered by this instrument, or accruing out of the performance of such operations.
2. **PROPERTY DAMAGE:** With respect to property damage sustained by the Contractor or Owner or their employees, subcontractors, or invitees or employees of such kind and character, the rights and obligations between the parties to this Agreement shall be determined by law, except as otherwise expressly provided within this Agreement.
3. **BODILY INJURY:** In the event that bodily injury, death or property damage is sustained by a person or entity, the rights and obligations between the parties to this work Agreement shall be determined by law, except as otherwise provided in this work Agreement.

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4. **SAFETY of OTHERS**: Contractor shall not be responsible for the health and safety of any person other than its employees and representatives, nor shall it have any responsibility for the operations, procedures, or practices of persons or entities other than the Contractor's.
5. **RELATION of PARTIES**: The Contractor is not the Owner's employee and shall perform all services under this Agreement as an independent contractor.
6. **ASSIGNMENT**: The Contractor may, without the Owner's consent, enter into any subcontract(s) for the performance of its obligations under this Agreement, as the Contractor deems necessary or desirable.
7. **SEVERABILITY**: If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable. In any event, the validity or enforceability of any such provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision had not been included.
8. **AMENDMENT and WAIVER**: No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver shall constitute a waiver of any subsequent breach or default.
9. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and supersedes any other past or present writing, oral conversation, or understanding.
10. **EXECUTION**: This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original. When taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to both parties hereto. This Agreement is not binding on either party until both parties have executed and delivered one or more counterparts to the other party.
11. **ATTORNEY'S FEES**: If either party finds it necessary to enforce this Agreement by litigation, arbitration, or mediation, the successful party shall, in addition to any other right conferred in this Agreement, be entitled to reasonable attorneys' fees and costs as may be awarded by any court, arbitrator, or mediator.

Printed: December 04, 02 at 08:31:07

COT/PLCC Name: SAN DIEGO
Operating Area: River Canal

OSRO - H2O OSRO
Environmental Area Classification Detailed Amounts Per Rating Category

Facility

Vessel

Classification Level: MMPD

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	5,800	0	5,800	4,000	4,000	6,800	0	6,800	4,000	4,000
Available Containment Boom (ft)	5,900	0	5,800	1,800	1,800	6,800	0	6,800	2,800	2,800
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	1,621	1,229	14,586	0	14,586	3,647	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

Classification Level: WCDD1

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	6,800	0	6,800	1,000	1,000	6,800	0	6,800	6,800	6,800
Available Containment Boom (ft)	5,800	0	5,800	5,800	5,800	6,800	0	6,800	0	0
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	14,586	1,229	14,586	0	14,586	14,586	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

Classification Level: WCDD2

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	6,800	0	6,800	6,800	6,800	6,800	0	6,800	6,800	6,800
Available Containment Boom (ft)	6,800	0	6,800	0	0	6,800	0	6,800	0	0
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	14,586	1,229	14,586	0	14,586	14,586	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

Classification Level: WCDD3

	Facility				Vessel					
	Own	COAM	Actual	Adjust #1	Final	Own	COAM	Actual	Adjust #1	Final
Available Protective Boom (ft)	6,800	0	6,800	6,800	6,800	6,800	0	6,800	6,800	6,800
Available Containment Boom (ft)	6,800	0	6,800	0	0	6,800	0	6,800	0	0
Required Containment Boom (ft)			8,200			8,200		8,200		
EDRC (bbbls)	14,586	0	14,586	14,586	1,229	14,586	0	14,586	14,586	1,229
TSC (bbbls)	2,457	0	2,457	2,457	2,457	2,457	0	2,457	2,457	2,457
Totals										

The amounts displayed under Actual Totals for Containment Boom represents the calculated amount required based on the number of skinning systems used + 1000 feet
The adjusted Containment Boom Amount can be limited based on available Boom - The adjusted EDRC may be based on a Containment Boom Limit or TSC amount
Protective Boom + Containment Boom cannot be less than the Available Boom Total

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

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SYSTEM

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:		CHS and Exxon/Mobile Spill Response Teams		LAST INSP 6/5/12		
Recovery Capacity: 7,645 bpd = 20% daily recovery (bpd capacity based on 20% efficiency) rate of 1,529 bpd						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
Trailer	Well Cargo 11,500 GVW	1	Hanser's	OK		
Anchors (Danforth)	anchors Size # 10	5	Curb-Side Stor	OK		
Anchors (Danforth)	anchors Size # 18	5	Curb-Side Stor	OK		
Boat	14-foot Jon boat	1	Roof Rack	OK		
Booms	Absorbent booms 5" x 10' (4 per box)	120'	Street-Side	OK		
Brushes	Cleaning Brushes 2 big 7 small	9	Curb-Side	OK		
Pools	Collapsible Decon Pools	2	Curb-Side	OK		
Sprayers	Liquid Sprayers 3gal	2	Curb-Side	OK		
Soap	Simple Green liquid soap 1gal	3	Curb-Side	OK		
Buoys	Buoys for boom	5	Curb-Side Stor	OK		
Culverts	16 foot, 16-gauge, 15-inch	2	Roof Rack	OK		
Culverts	16 foot, 16-gauge, 8-inch culverts	2	Roof Rack	OK		
D-Rings	4" D-Rings	5	Curb-Side	OK		
Drum	55 gal steel drum	1	Rear-storage	OK		
Ext. Cords	50' extension cords	100'	Street-Side	OK		
Ext. Cords	Water tight extension cords 2-100' 2-50'	300'	Curb-Side Stor	OK		
Extinguisher	Ansul fire extinguisher 30#	1	Floor-Mounted	OK		
Fence Posts	5' x 6" fence posts	14	Curb-Side Stor	OK		
Flashlights	flashlights w/batteries	6	Street-Side	OK		
Floats	3" hose floats	6	Street-Side	OK		
Floats	3/4" hose floats	7	Street-Side	Missing 4		
Gas Can	1- 1gal 1-1.5gal 2- 5gal plastic	4	Street-Side	OK		
Gas Tank	6 gallon boat motor gas tank	1	Street-Side	OK		
Generator	5000 watt ONAN generator	1	Floor-Mounted	OK		
Gloves	Work gloves-rubber	6 pr	Curb-Side	OK		
Goggles	Safety Goggles	17	Curb-Side	OK		
Hammer	Sledge Hammer	1	Curb-Side Stor	OK		
Hose	3" x 25' suction hose and fittings	50'	Front Storage	OK		
Hose	2" x 50' discharge hose with fittings	100'	Front Storage	OK		
Hose	2" x 50' suction hose and fittings	50'	Front Storage	OK		
Hose	100' 3/4" discharge hose with clamp	100'	Curb-Side Stor	OK		
Jeri Can	5 gallon safety jeri can	1	Street-Side	OK		

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
Light Stand	light stand with generator	1	Floor-Mounted	OK		
Light Stand	Light Stand Only	1	Floor-Mounted	OK		
Lights	1000 watt lights for light stands	2	Curb-Side Stor	OK		
Line Gun	45 Cal ber line gun with string canisters	1	Curb-Side	OK		
Liners	55 gal drum liners	2 bx	Curb-side	OK		
Motor	15 HP Yamaha boat motor	1	Floor-Mounted	OK		
Oars	wooden & f berglass oars with locks & paddles	3 pair	Curb-Side Stor	OK		
Pads	Absorbent pads - 17" x 19" (100 per bundle)	300	Street-Side	OK		
Pitchforks	5-tine pitchforks	2	Curb-Side Stor	OK		
Plastic Bbl	Rubber Maid trash can 44gal	2	Curb-side	OK		
Plastic Bbl	Rubber Maid trash can 20gal	1	Curb-side	OK		
Plastic sheet	Roll of plastic sheeting	2	Curb-Side	OK		
Post Drivers	post drivers	2	Curb-Side Stor	OK		
Pump	Honda pump (gas driven)	1	Street-Side	OK		
Rope	Misc lengths of 1/4" 3/8" 1/2" 5/8"	1	Curb-Side	OK		
Rope	Safety Quick Disconnect Rope Bridles	6	Curb-Side	OK		
Pump	Monarch diaphragm pump, gas-driven	1	Floor-Mounted	OK		
Rakes	Garden Rakes	1	Curb-Side Stor	OK		
Bridge Bridle	Bridle to connect boom to bridge piers	1	Curb-side	OK		
Shovels	Size 0 shovels 1round nose, 1 square nose	2	Curb-Side Stor	OK		
Skimmer	Manta Ray skimmer	1	Front Storage	OK		
Skimmer	Acme vacuum skimmer	1	Street-Side	OK		
Snap rings	5/8" snap hooks W\rope loop	7	Curb-side	OK		
"O" Rings	3" Steel O-rings	21	Curb-side	Missing 15		
Signs-MEN WORKING	36" rollup sign w/base	3	Curb-side	OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	3	Curb-side	OK		
Signs-STAGING AREA	36" rollup sign w/base	3	Curb-side	OK		
Stakes	3' steel stakes	4	Curb-Side Stor	OK		
Skimmer	Aqua Guard RBS-05 Oil recovery system w/ Yamaha diesel engine	1		OK		
Tape	Duct Tape	1 bx	Curb-Side	OK		
Vests	adjustable life vests	8	Street-Side	OK		
Vests	Incident Command Identification Vests	Misc	Curb-side	OK		
Winch	Capstan gas powered winch	1		OK		

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
MAINTENANCE TOOLS AND PARTS - TRAILER #1					Quantity Out	Quantity In
Additive	Fuel Stabilizer	2	Trailer #1	OK		
Batteries	Flashlite-Dcell	18	Trailer #1	OK		
Batteries	Lantern-6Volt	3	Trailer #1	OK		
Capstan	Spark-plug (1) CJ6Y or Bosch WSR6F	2	Trailer #1	OK		
Diaph. Pump	Spark-plug (1) RCJ8 or 840	1	Trailer #1	OK		
Diaph. Pump	Spark-plug (1) A7NX or 843	2	Trailer #1	OK		
Electrical	Combination Crimper/Cutter	1 Ea	Trailer #1	OK		
Feeler Gage	Feeler Gage-Gapping Assortment	1 Ea	Trailer #1	OK		
Grease	Lube Grease - Tubes	10	Trailer #1	OK		
Hammers	Claw, Ballpeen, hatchet, rubber mallet	1 Ea	Tool Bx Trail #1	OK		
Hex Wrench	Combination Hex Wrench Set	1 Ea	Tool Bx Trail #1	OK		
Honda Pump	Spark-plug (1) BPR6ES or 7131	1	Tool Bx Trail #1	OK		
Knife	Utility Knife w/Blades	1 Ea	Tool Bx Trail #1	OK		
Kohler Gen.	Spark-plug (4) A7C or 841	8	Tool Bx Trail #1	OK		
Light Plant	Spark-plug (1) RJ-19LM or 868	2	Tool Bx Trail #1	OK		
O / B Motor	Propeller (1)	2	Tool Bx Trail #1	OK		
O / B Motor	Spark-plug (2) NGK-B7HS-10	4	Tool Bx Trail #1	OK		
Oil	Motor- Oil 10-30	12qt	Trailer #1	OK		
Oil	motor-Oil 2-Cycle	12qt	Trailer #1	OK		
Onan Gen.	Spark-plug (1) BPR4HS-10 or Bosch W8BC	2	Trailer #1	OK		
Pipe Wrench	10 inch	1 Ea	Trailer #1	OK		
Pliers	Vise Grip, 10" & 7"	1 Ea	Trailer #1	OK		
Pliers	Water Pump, 10"	1 Ea	Trailer #1	OK		
Pliers	3 Piece Set, 6", cutting,long nose, slip joint	1 Ea	Trailer #1	OK		
Pry Bar	18 IN	1 Ea	Trailer #1	OK		
Rags	Cotton Rags	1Bx	STORAGE BIN	OK		
Saws	Hacksaw-10 IN., Woodsaw-10 IN.	1 Ea	STORAGE BIN	OK		
Screw Drivers	Various Types/Sizes	6 Ea	STORAGE BIN	OK		
Socket Set	13 Piece, 1/2" Drive w/spark plug sockets	1 Ea	STORAGE BIN	OK		
Socket Set	24 Piece, 1/4" & 3/8" Drive	1 Ea	STORAGE BIN	OK		
Tape	Electrical, black,red,blue,green	7 Rs	STORAGE BIN	OK		
Tape	Duct Tape	4 Ea	STORAGE BIN	OK		
Tape	Yellow Caution, Red Danger	1 Ea	STORAGE BIN	OK		

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 1						
Wrenches	18 Piece, Combination S.A.E. & Metric	1 Ea	STORAGE BIN	OK		
Wrenchs	Adjustable, 12 IN., 10 IN., 8 IN.	1Ea	STORAGE BIN	OK		
Grease gun	Cartridge type	1Ea	STORAGE BIN	OK		
Jack	6 ton hydraulic jack	1	Trailer #1	OK		
Lug Wrench	Lug wrench	1	Trailer #1	OK		
Wheel chocks		1Ea	Trailer #1	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:			
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006								
Inspected By:		CHS and Exxon/Mobile Spill Response Teams	LAST INSP 8/9/12					
Recovery Capacity:		7,645 bpd = 20% daily recovery rate of 1,529 bpd (bpd capacity based on 20% efficiency)						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In		
TRAILER # 3								
Trailer Vin# 1NNZF4S24EM076247	1983 Monon 45' Tandem Axle Storage Van U-770-872 Walk-up Ramp W/removable hand Rail	1	Hanser's	OK				
Anchors	Danforth anchors #18	12	Trailer 3	1 missing				
Anchors	Heavy W/chain for	11	Trailer 3	OK				
Asenders	Rope pulling tools	9	Trailer 3	OK				
Booms	50' Acme 6x6 containment boom (30 each)	1500'	Trailer 3	OK				
Boom Connector Pins	2" long boom connector pins. Spring loaded with wire leash	25	Trailer 3	OK				
Brushes	Cleaning Brushes	6	Trailer 3	OK				
Buoys	15" mooring buoys	18	Trailer 3	2 missing				
Carabiners - 10 KN snap gate	Rope pulling/fastening tools	12	Trailer 3	OK				
Carabiners - 24 KN Screw gate	Rope pulling/fastening tools	9	Trailer 3	OK				
Cargo Net	3' x12' cargo net	6	Trailer 3	OK				
Clevis 7/16" Crosby Brand	Rope pulling/fastening tools	12	Trailer 3	OK				
Clevis 3/8" Crosby Brand	Rope pulling/fastening tools	12	Trailer 3	OK				
Clevis 1/2" Crosby Brand	Rope pulling/fastening tools	12	Trailer 3	OK				
"D" Quick link 1/2 threaded gate	1/2" Quick link for connecting chain	5	Trailer 3	OK				
Deflectors-Boom	Aluminum Boom Deflectors	25	Trailer 3	OK				
Deflectors-Para	Aluminum Towing Paravanes for Deflectors	5	Trailer 3	OK				
Gear Bags	Team Equipment Bags	5	Trailer 3	OK				
Generator	5000 watt GENERIC generator Model 09586 SN / 1963644 & SN / 1980840	2	Trailer 3	OK				
Hammer	8# sledge hammer	4	Trailer 3	2 missing				
Ladders	Extension ladders 24ft	2	Trailer 3	OK				
Lights/Stands	Alltrade model 510080, Twin 1600 watt work lights with stands	8	Trailer 3	OK				
Line Gun	Bridger line gun with string & trigger lock SN NK379439	1	Trailer 3	OK				
Pools	Collapsible Decon Pools	2	Trailer 3	OK				
Post Driver	Dixie post driver	3	Trailer 3	OK				
Power Cord	50' 12/3 power cords with twist lock caps	10	Trailer 3	OK				
Presics	Rope pulling tools	15	Trailer 3	OK				
Rings	3" dia, steel rings (Heavy)	14	Trailer 3	OK				
Rope	1/4" poly rope - misc reels	misc	Trailer 3	OK				

Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 3						
Rope	1/2" poly rope - misc reels	misc	Trailer 3	OK		
Signs-MEN WORKING	36" rollup sign w/base	9	Trailer 3	OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	9	Trailer 3	OK		
Signs-STAGING AREA	36" rollup sign w/base	9	Trailer 3	OK		
Sling Link	1/2" Crosby pear shaped closed link.	50	Trailer 3	OK		
Soap	Simple Green liquid soap	2	Trailer 3	OK		
Sprayers	Liquid Sprayers 3gal	2	Trailer 3	OK		
Stakes	1"x5' steel rebar stakes	100	Trailer 3	OK		
"T" Posts	5 ft long steel "T" posts	35	Trailer 3	OK		
Tow Bridles	Acme TBHD tow bridles	81	Trailer 3	OK		
Tow Bridles - Mid boom	For connecting in the middle of the boom to pull to shore or anchor. (These were custome made)	2	Trailer 3	OK		
Table	Folding Table	2	Trailer 3	OK		
Portable Shelter	Folding Shelter w/case	2	Trailer 3	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:			CHS and Exxon/Mobile Spill Response Teams		LAST INSP 6/5/12	
Recovery Capacity:		1,200 bpd = 20% daily recovery rate of 240 bpd		(bpd capacity based on 20% efficiency)		
Equipment Type	Description - Model, Style, Size, Capacity, etc	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 4						
AIR HOSE	4-50' SECTIONS	200'	On Hangers	OK		
ALLEN WRENCH	SET OF ALLEN WRENCHES - UP TO 5/8"	1 Set	Tool Box	OK		
ANCHORS	15# DANFORTH ANCHOR	1		OK		
ASCENDERS	MOUNTAINEERING ASCENDERS, PETZYL	6	Gear Bag	OK		
BOOM	6"x 6" OK CORRAL BOOM; 10 - 50' SECTIONS	500'	Front Compartment	OK		
BRUSH	WIRE BRUSH	1	Tool Box	1 Missing		
BRUSHES	18" HANDLE SCRUB BRUSHES	5	In Bins	OK		
BUOYS	15" MOORING BUOY FOR END OF BOOMS	9	In Bins	4 Missing		
CHANNELLOCK	14" PAIR OF CHANNEL LOCK PLIERS	1	Tool Box	OK		
COMPRESSOR	CAMPBELL HAUSFELD W/20 GAL. TANK	1	Rear Aisle	OK		
CRES.WRENCH	10" & 12" CRESCENT WRENCH	2	Tool Box	OK		
DECON POOLS	150 GALLON PORTABLE DECON POOL	2	Top of Skimmer	OK		
DRUM LINERS	PLASTIC DRUM LINERS	3Box	On Shelf	OK		
DRUMS	REMOVABLE TOP BARRELS, 55 GALLON	1	In Aisle	OK		
DUCT TAPE	SILVER DUCT TAPE	1 Roll	Shelf	OK		
ELECTRIC TAPE	BLACK ELECTRICAL TAPE	2 Roll	Tool Box	OK		
END WRENCH	9 PIECE END WRENCH SET - 1/4" THRU 3/4"	1	Tool Box	OK		
EXTSN CORDS	50' EXTENSION CORDS, #12 WIRE	6	On Hangers	OK		
FIRE EXTGSHR	30# FIRE EXTINGUISHER (A:B:C)	1	Trailer Front	OK		
FUNNEL	6" AND 4" FUNNEL	2	On Shelf	OK		
GEAR BAG	DUFFEL BAGS	0		OK		
GENERATOR	5 KW GENERATOR	1	Rear Aisle	OK		
HAMMER	CLAW HAMMER	1	Tool Box	OK		
LIGHT SET	PORTABLE LIGHT SETS, 2- 500W HALOGEN LAMPS @	2	IN Bins	OK		
O-RINGS	3" DIAMETER "O" RINGS, 15,000# TENSILE	23		OK		
PIPE WRENCH	18" PIPE WRENCH	1	Tool Box	OK		
PLIERS	STD. PLIER, SIDE CUTTER, LINEMANS, NEEDLE NOSE	4	Tool Box	OK		
PORT. POOL	1500 GALLON PORTABLE POOL; GRAY BLADDER+FITTINGS IN BOX+1 1/2" RAILS	1		OK		
POST DRIVERS	STEEL POST DRIVERS W/HANDLES	2		OK		

Equipment Type	Description - Model, Style, Size, Capacity, etc	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 4						
PRUSIKS	6mm LINE	9		OK		
PUMP	2" VERSAMATIC DIAPHRAGM PUMP W/SKIMMER (35 gpm max)	1	Rear Shelf	OK		
ROPE 1/4"	5 SPOOLS	3000'	IN Bins	OK		
ROPE 3/8"	10 SPOOLS	6000'	IN Bins	2 Missing		
BRIDGE BRIDLE	Bridle to connect boom to bridge piers	1	Front	OK		
SCREW DRIVER	6 PIECE SCREW DRIVER SET	1	Tool Box	OK		
Signs-MEN WORKING	36" rollup sign w/base	3		OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	3		OK		
Signs-STAGING AREA	36" rollup sign w/base	3		OK		
SKIMMER	PNEUMATIC DRUM SKIMMER, ELASTEC TDS 118 (35 gpm)	1	Front Top Shelf	OK		
SLEDGES	8# SLEDGE HAMMERS	2		OK		
SNAP LINKS	1" GATE OPENING, 8,000# TENSILE	30		4 Missing		
SOAP	SIMPLE GREEN SOAP	2 gal	In Bins	OK		
SOCKET SET	13 PIECE 1/4" SOCKET SET	1	Tool Box	OK		
SPRAYERS	3 GALLON SPRAYERS FOR DECON	3	In Bins	OK		
STAKES	1" REBAR STAKES	37	Standing in Rear	OK		
SUC. HOSE 2"	2" SUCTION/DISCHARGE HOSE, 3-15' SECTIONS	45'	On Hangers	OK		
TEFLON TAPE	1/2" TEFLON TAPE	2 Roll	Tool Box	OK		
TIRE WIRE	18 GAUGE STOVE WIRE	1 Roll	Tool Box	OK		
TOW BRIDLES	Z-LOCK W / KEEPER PIN	30		11 w/o Pins 19 Missing		
WARNING TAPE	RED "DANGER" TAPE	2000'		OK		
WARNING TAPE	YELLOW "CAUTION" TAPE	2000'		OK		
WRECKING BAR	WRECKING BAR	1	On Shelf	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:		CHS and Exxon/Mobile Spill Response Teams		LAST INSP 6/5/12		
Recovery Capacity:		7,645 bpd = 20% daily recovery rate of 1,529 bpd (bpd capacity based on 20% efficiency)				
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 5						
Trailer Vin: 1C9FS2126YB411073	Cy-Corp Open Trailer 8'x16'	1	Hanser's	No Tarp		
Anchor	Heavy w/chain for Deflectors	2	Trailer 5	2 Missing		
Booms	100' Acme 6x6 booms	200'	Trailer 5	OK		
Booms	50' Acme 6x6 booms	100'	Trailer 5	OK		
Booms	25' Acme 6x6 booms	100'	Trailer 5	OK		
Buoys	15" mooring buoys	2	Trailer 5	2 Missing		
Deflectors-Boom	Aluminum Boom Deflectors	5	Trailer 5	OK		
Deflectors-Para	Aluminum Towing Paravanes for Deflectors	1	Trailer 5	OK		
"O" Rings	3" Steel O-rings	5	Trailer 5	5 Missing		
Plastic Bbl	Rubber Maid trash can 44gal	1	Trailer 5	OK		
Rope	3/8" poly rope - misc lengths	misc	Trailer 5	OK		
Rope	5/8" poly rope - W/snap loops misc lengths	misc	Trailer 5	OK		
Rope	1/2" poly rope - misc lengths	misc	Trailer 5	OK		
Bridge Bridle	Bridle to connect boom to bridge piers	1	Trailer 5	OK		
Tow Bridles	Acme tow bridles	6	Trailer 5	3 missing		
Jack	6 ton hydraulic jack	1	Trailer 5	OK		
Lug Wrench	Lug Wrench	1	Trailer 5	OK		
Wheel chocks		1	Trailer 5	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By: CHS and Exxon/Mobile Spill Response Teams			LAST INSP 6/5/12			
Recovery Capacity: 7,645 bpd = 20% daily recovery (bpd capacity based on 20% efficiency) rate of 1,529 bpd						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER # 6						
Trailer Vin: 4P5UT162142052387	2004 P.J. Trailer-Tandem Axle Utility Trailer. Black W / 4' side walls	1	Hanser's	OK		
Boom	Carolina CB1302 Boom w/connectors 50'	200'	Trailer Deck	OK		
Culvert	24" x 16' corrugated steel culverts w/one joining band	2	Trailer Deck	OK		
Culvert	18" x 16' corrugated steel culverts w/one joining band	2	Trailer Deck	OK		
Extinguisher	Ansul 30# Dry Chemical	1	Trailer Deck	1 missing		
Fence	Chicken Wire Rolls 6-6' , 1- 3'	7	Trailer Deck	OK		
Hose	3" suction hose complete w/flotation and quick connect couplings	70'	Trailer Deck	OK		
Skimmer	Acme Tunnel Model Floating	1	Trailer Deck	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:			CHS and Exxon/Mobile Spill Response Teams	LAST INSP 6/5/12		
Recovery Capacity: 7,645 bpd = 20% daily recovery (bpd capacity based on 20% efficiency) rate of 1,529 bpd						
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
TRAILER #7						
Trailer VIN # 16HPB14274U038227	2004 Haulmark Tandem Axle Enclosed Cargo Trailer. Color White.	1	Hanser's	OK		
Cable	1/4" steel cable	100'	Trailer 7	OK		
Extinguisher	Ansul 30# Dry Chemical	1	Trailer 7	1 missing		
Floats	4" hose floats	13	Trailer 7	OK		
Gas Can	2.5 gallon plastic gas can	1	Trailer 7	OK		
Gas Can	5 gallon plastic gas can	1	Trailer 7	OK		
Gas Can	5 gallon steel gas can	1	Trailer 7	OK		
Hammer	10lb sledge hammer	1	Trailer 7	OK		
Hammer	Ball Pean	1	Trailer 7	OK		
Hose	4" discharge hose with quick connect couplers	(4) 50'	Trailer 7	OK		
Light	Drop Light w/Cord	1	Trailer 7	OK		
Light Cords	12/3 electric cords for lights	300'	Trailer 7	OK		
Light Stands	Aluminum Light Stands	3	Trailer 7	OK		
Lights	400 Watt Hubbell lights	3	Trailer 7	OK		
Pitch Fork	Pitch Fork	1	Trailer 7	OK		
Plastic	4 mill plastic roll	1	Trailer 7	OK		
Post Drivers	Post Driver	2	Trailer 7	OK		
Posts	5' x 6" steel fence posts	14	Trailer 7	OK		
Pump	Marlow 3" Diaphragm pump with 2.8 HP B&S Gas Engine	1	Trailer 7	OK		
Rakes	Steel Bow Rakes	2	Trailer 7	OK		
Rope	3/8" Poly Rope -- Misc. lengths	600'	Trailer 7	OK		
Screw drivers	1 straight and 1 phillips	2	Trailer 7	OK		
Shovel	Hand Shovel Square Nose	1	Trailer 7	OK		
Signs	Benzene Warning Signs	3	Trailer 7	OK		
Signs-MEN WORKING	36" rollup sign w/base	3	Trailer 7	OK		
Signs-CAUTION RIVER OBST.	36" rollup sign w/base	3	Trailer 7	OK		
Signs-STAGING AREA	36" rollup sign w/base	3	Trailer 7	OK		
Sorbent Boom	Absorbent boom 10' sorbent 3M type 270 (4 ea box)	240'	Trailer 7	missing		
Sorbent Pads	Absorbent pads -17"x19" 3M type 156 -100 per bundle	1100	Trailer 7	OK		
Sorbent Rolls	3' x 150' Sorbent Rolls (2 ea)	300'	Trailer 7	OK		
Steel wire	Steel utility wire	1RL	Trailer 7	OK		
Strap	Nylon strap	2RLS	Trailer 7	OK		

MT-WY COOP - OSR EQUIPMENT:					Date/Time:	
Trailers 1,3,5,6,7 & Parts-Hanser's 430 S Billings Blvd Billings, MT 59101 Trlr#4 - CHS Refinery, 803 Hwy 212 S., Laurel, MT 59044 Trlr#2Retired2006						
Inspected By:		CHS and Exxon/Mobile Spill Response Teams	LAST INSP 6/5/12			
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments	Quantity Out	Quantity In
OTHER EQUIPMENT						
BOAT	18 ft. Jet Boat - Inboard 302 HP Modified to carry boom fore and aft, work lights, (Boat #MT1102AH - Hull ID #MJG18209L989	1	Exxon Refinery			
BOAT	16 ft. Custom Boat - w/ 150 hp Johnson Outboard Jet, side & bow rails S/N WLG16118A101 (Motor 04939795)	1	Phillips66 Refinery			
BOAT-TRAILER	EZ Loader Boat Trailer for 16	1	Phillips66 Refinery			
BOAT-TRAILER	Easy-Loader Boat Trailer for 18 ft. Jet Boat	1	Exxon Refinery			

ARTICLE 32 - SURVIVAL

32.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

THE O'BRIEN'S GROUP

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: *K. Tim Perkins*
Printed Name: K. TIM PERKINS
Title: CEO
Date: 5/17/07
Taxpayer ID #: 95-4540857

By: *Mark F. Shires*
Printed Name: Mark F. Shires
Title: Senior Vice-President - Operations
Date: 7-13-07

Approved as to form
and content by
Legal and Contracts

[Signature]

Air trailer [10 bottle to 32 bottle trailers]

Scab 30 min air packs

Ski packs 5 min air packs [escape]

Taglines and Harnesses

5 in X 10 ft sorbent booms

8 in X 10 ft sorbent booms

15 in X 19 in sorbent pads [bale of 100]

30 in X 150 ft sorbent rolls

Air monitors [to test gas in air]

Hand portable Gas monitors

Deacon trailer

Type [disposable] coveralls

Gloves

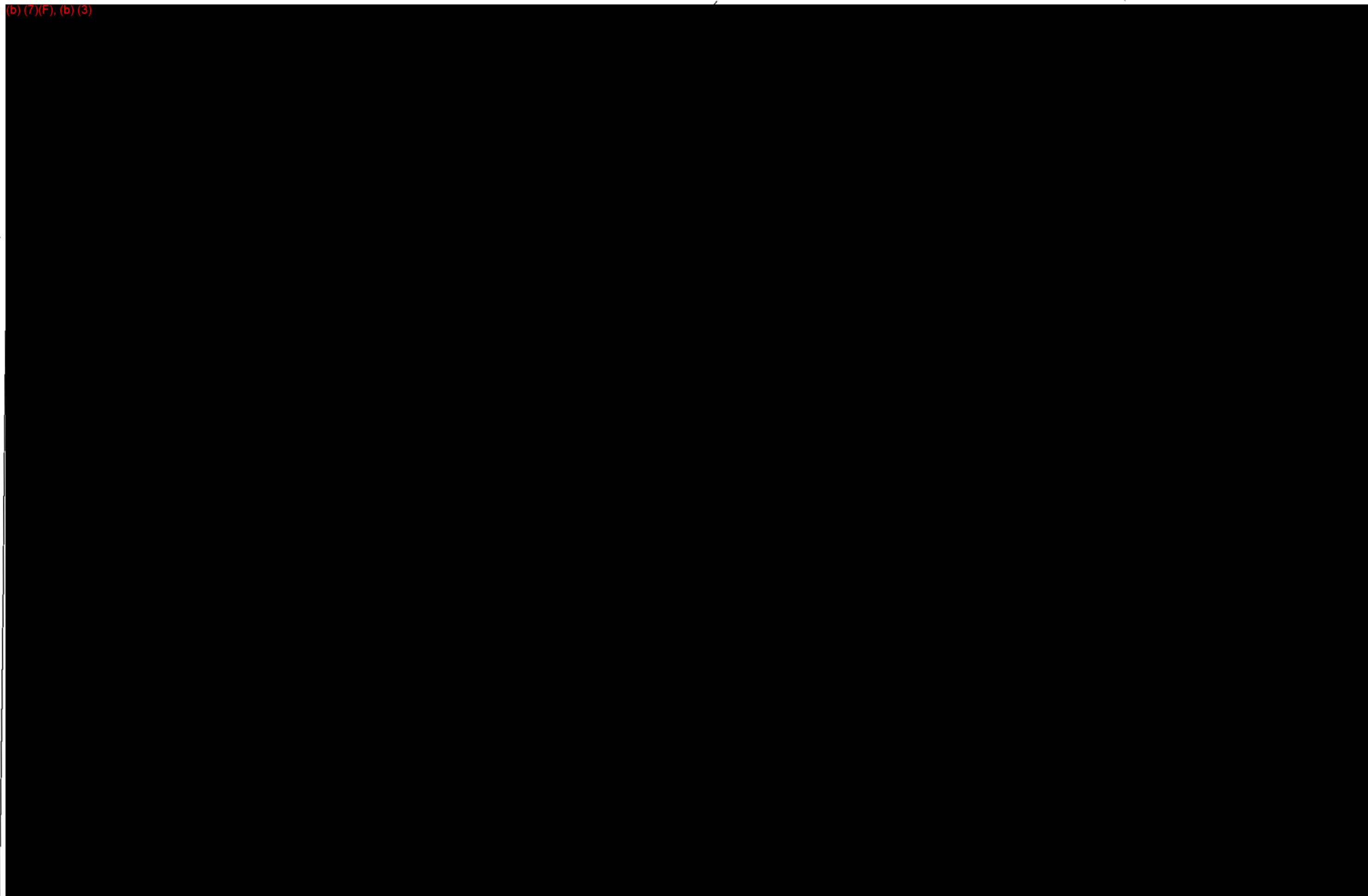
Rescue equipment

And a man for supervisor etc



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MAP SHOWING
 ROCKY MOUNTAIN PIPELINE SYSTEMS
 LABARGE TANK SITE
 SECTION 11, T26N, R113W, 6th P.M.
 LINCOLN COUNTY, WYOMING

JOB No.: 10-19-02A
 FILE: 10-19-02A
 DATE: 02/15/10
 SCALE: 1"=100'
 ENG. BY:
 SURV. BY: Cloey Wall
 DWG. BY: JLH
 PROJECT: 10-19-02

REVISIONS

SHEET TITLE
 SITE

SHEET 1 of 1

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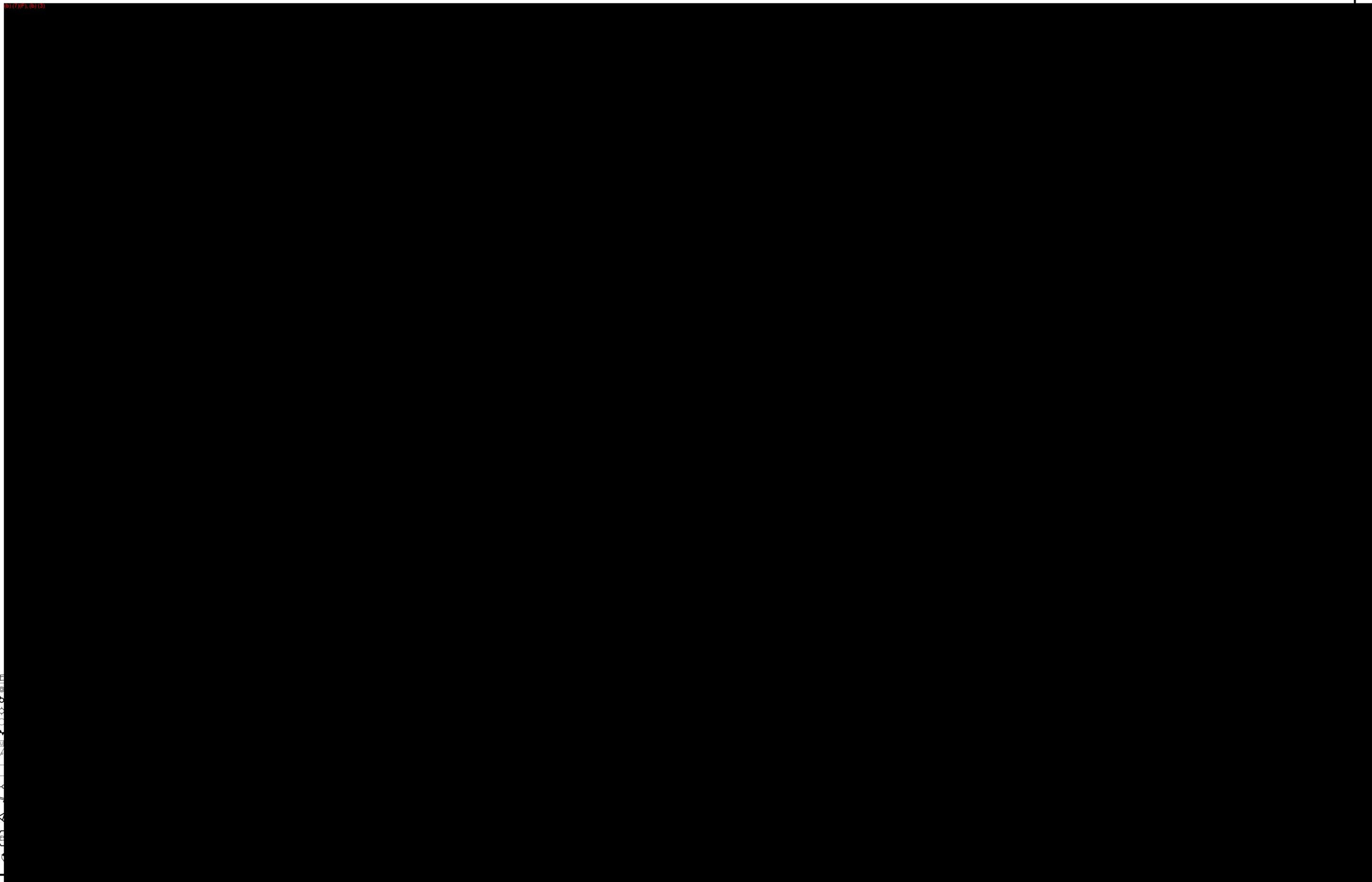
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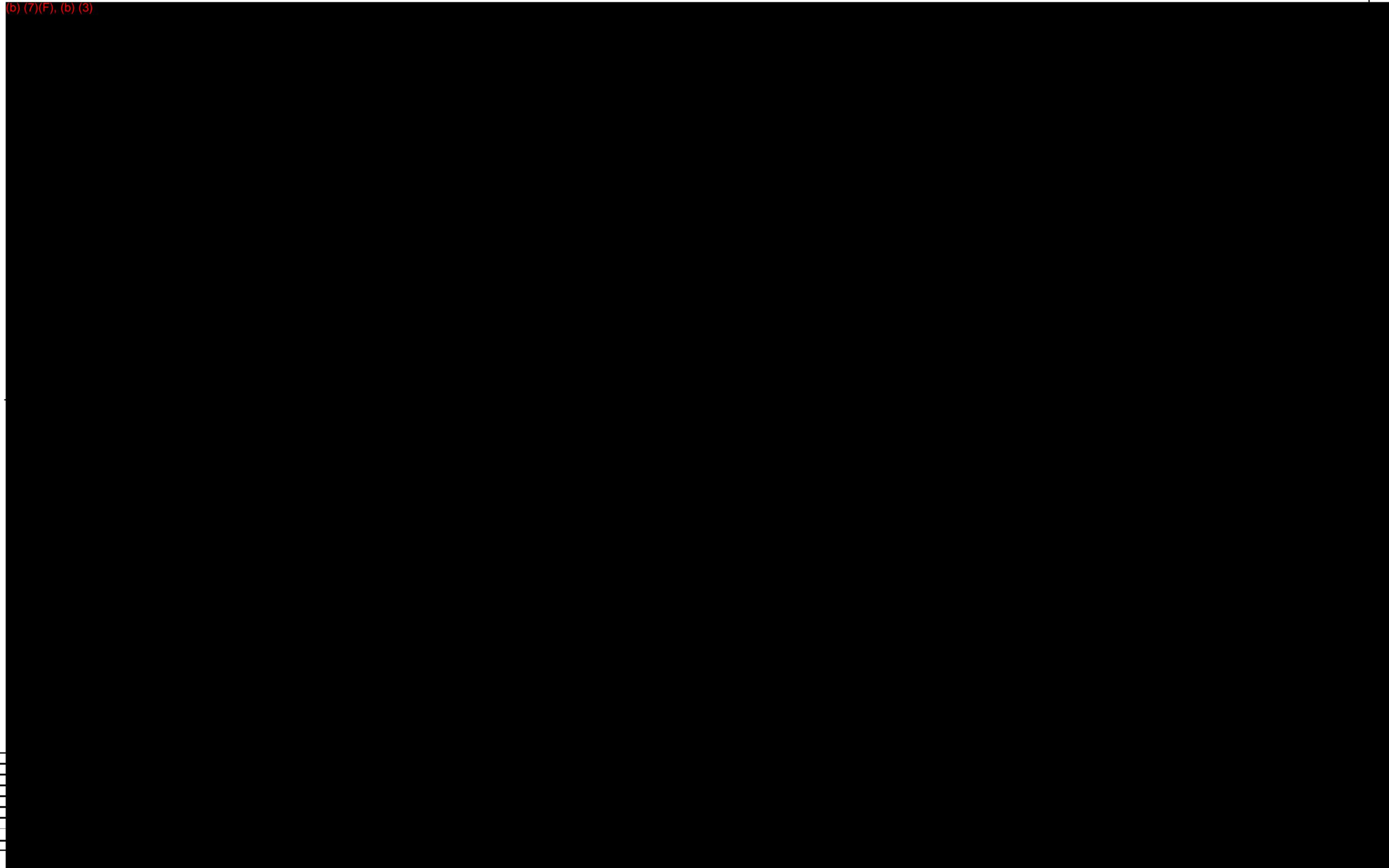
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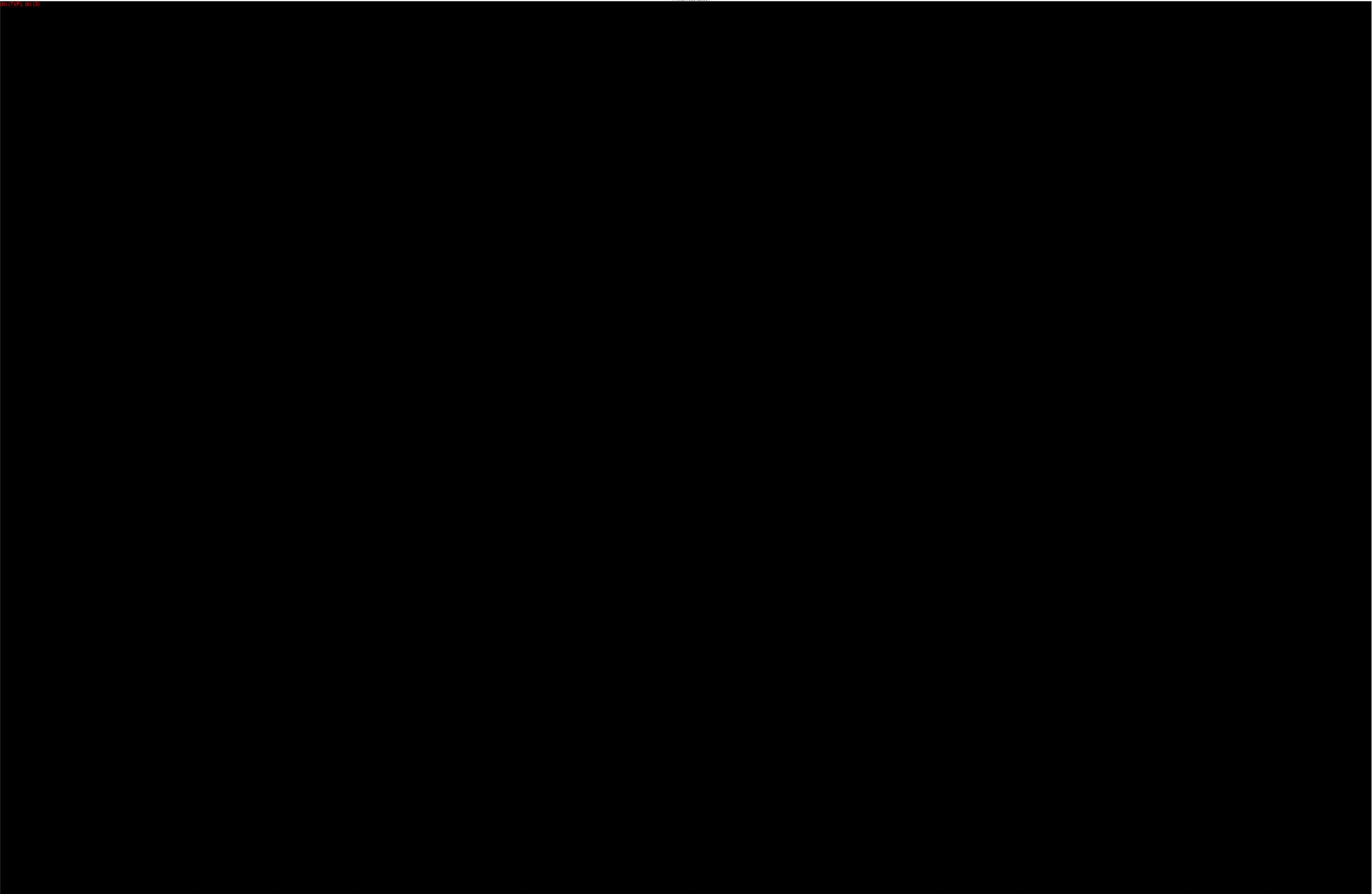
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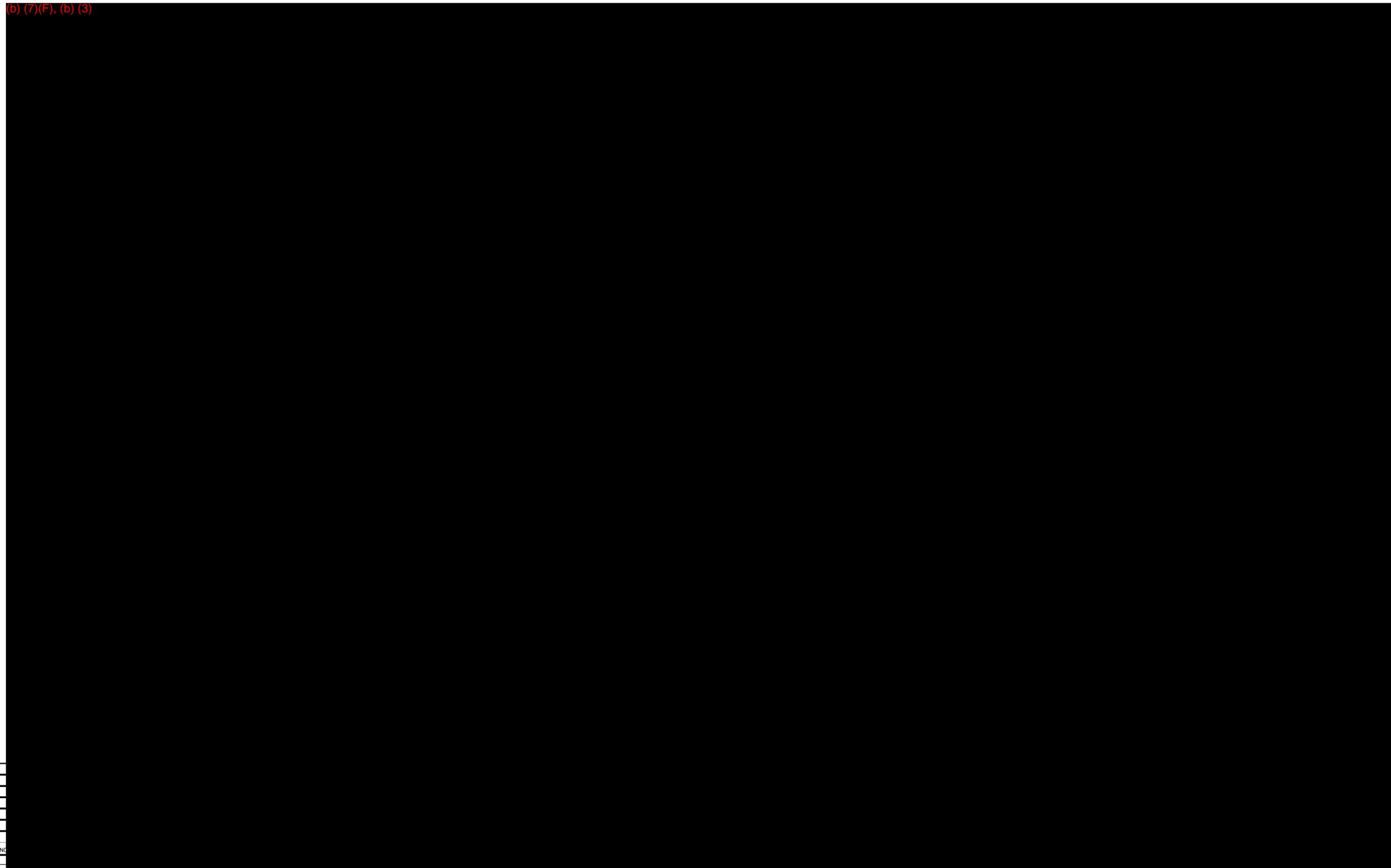
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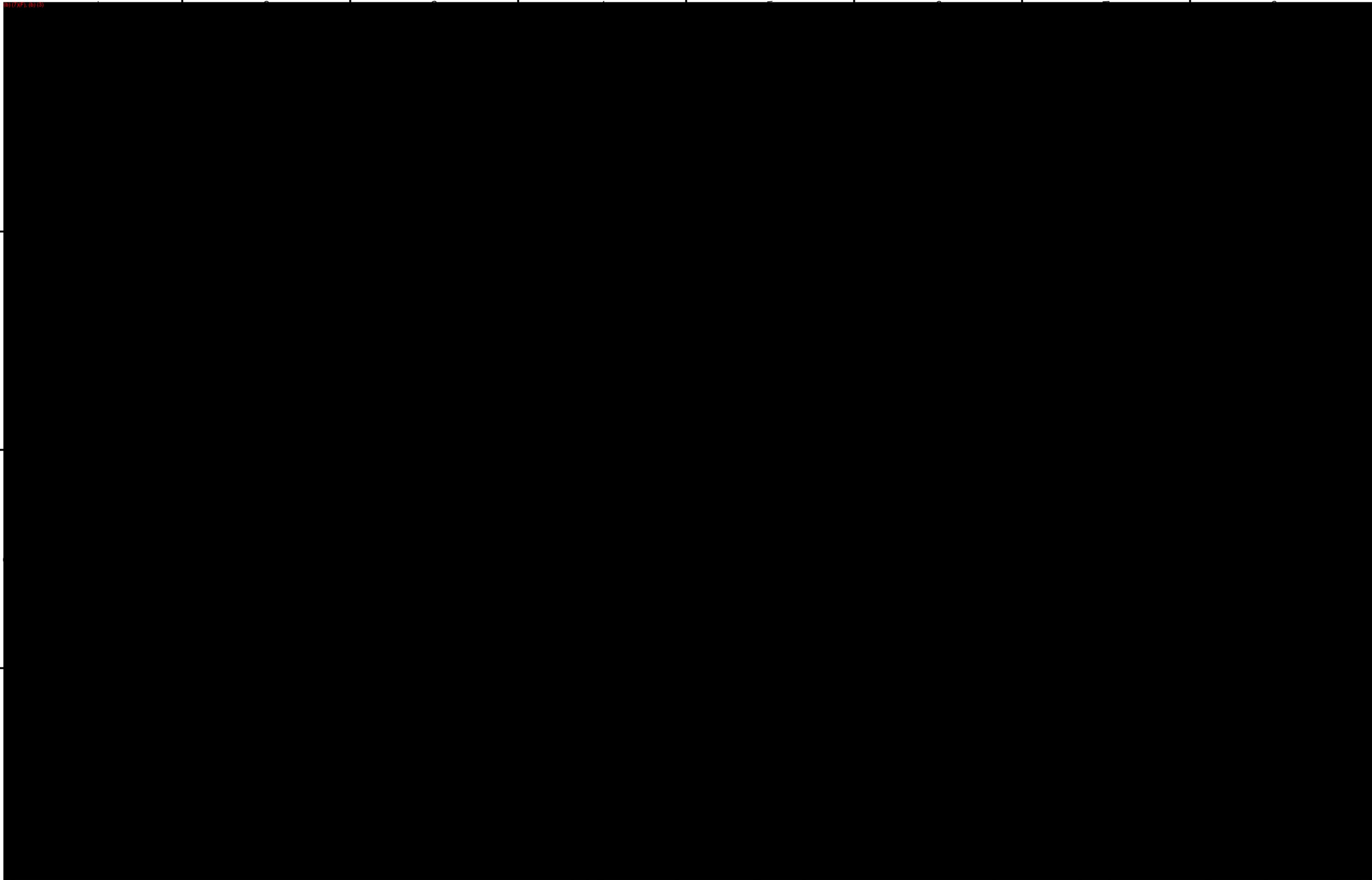
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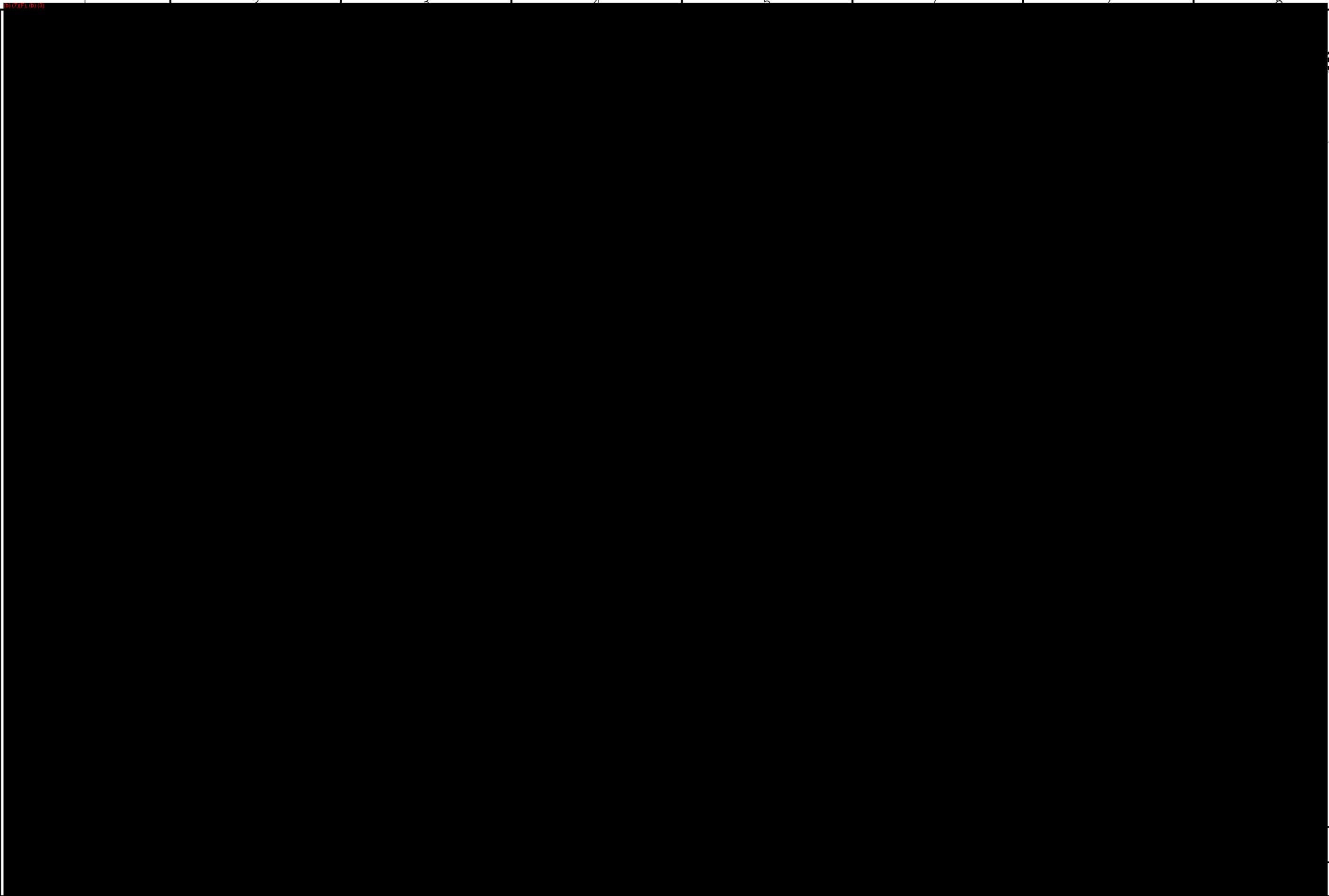


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OWNER: ANADARKO

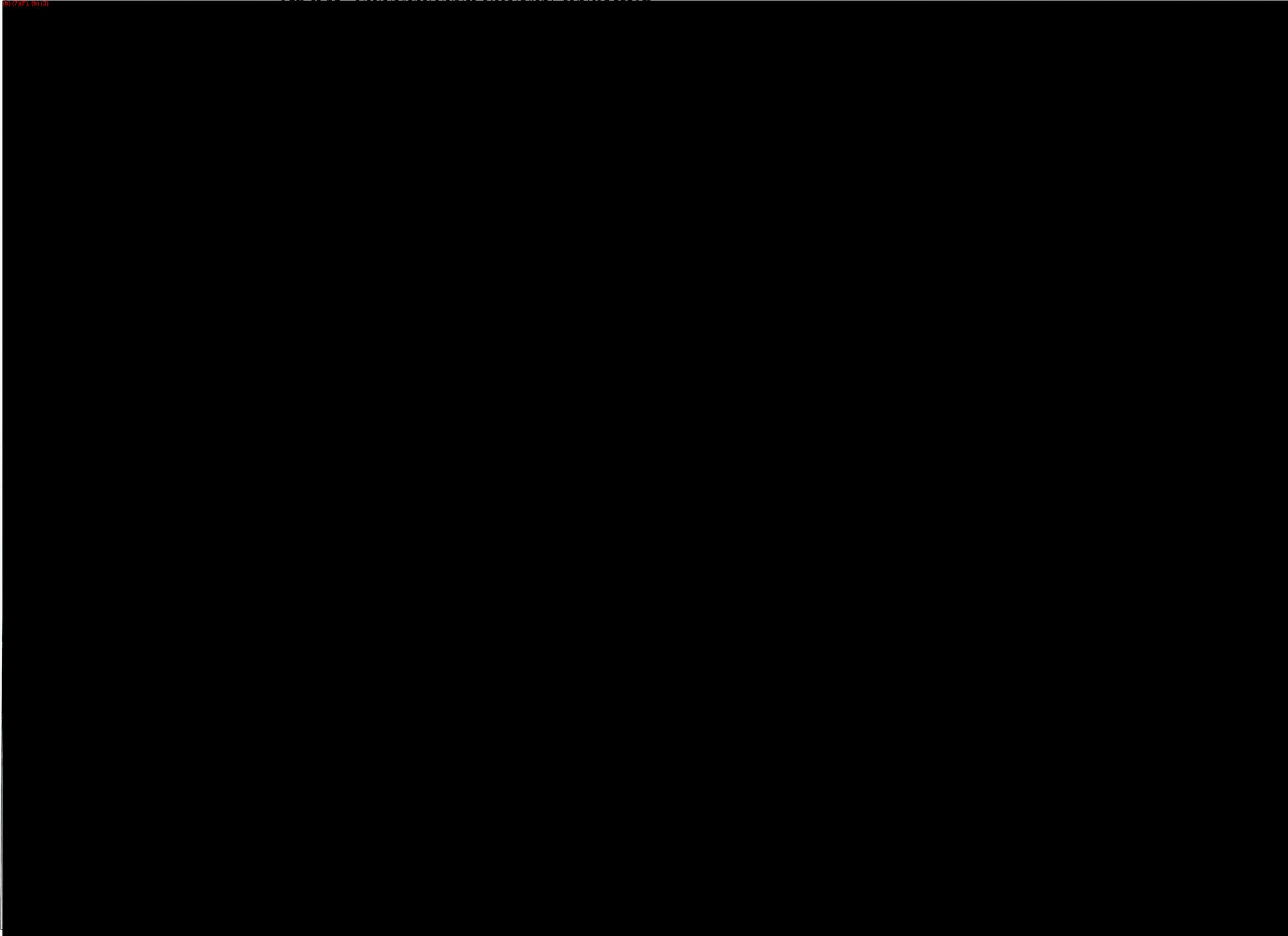
 **LRG RIFFIN & ASSOCIATES, INC.** 1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 362-0028

PRELIMINARY PLAT
GREAT DIVIDE SUBDIVISION
BP AMERICA PRODUCTION COMPANY AND ROCKY
MOUNTAIN PIPELINE SYSTEM LLC
NENW & NWNE OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 94 WEST,
6th P.M., SWEETWATER COUNTY, WYOMING

**PRELIMINARY PLAT
GREAT DIVIDE SUBDIVISION**

**LANDOWNERS/SUBDIVIDERS: BP AMERICA PRODUCTION COMPANY AND ROCKY
MOUNTAIN PIPELINE SYSTEM LLC
NORTH HALF OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 94 WEST,**

(b) (7)(F), (b) (5)



GRADE
2:1 SLOPE

LRG RIFFIN & ASSOCIATES, INC. 1414 ELK ST., SUITE 202
ROCK SPRINGS, WY 82901
(307) 382-5028

**PRELIMINARY PLAT
GREAT DIVIDE SUBDIVISION
BP AMERICA PRODUCTION COMPANY AND ROCKY
MOUNTAIN PIPELINE SYSTEM LLC
NENW & NWN OF SECTION 27,
TOWNSHIP 20 NORTH, RANGE 94 WEST,
6th P.M., SWEETWATER COUNTY, WYOMING**

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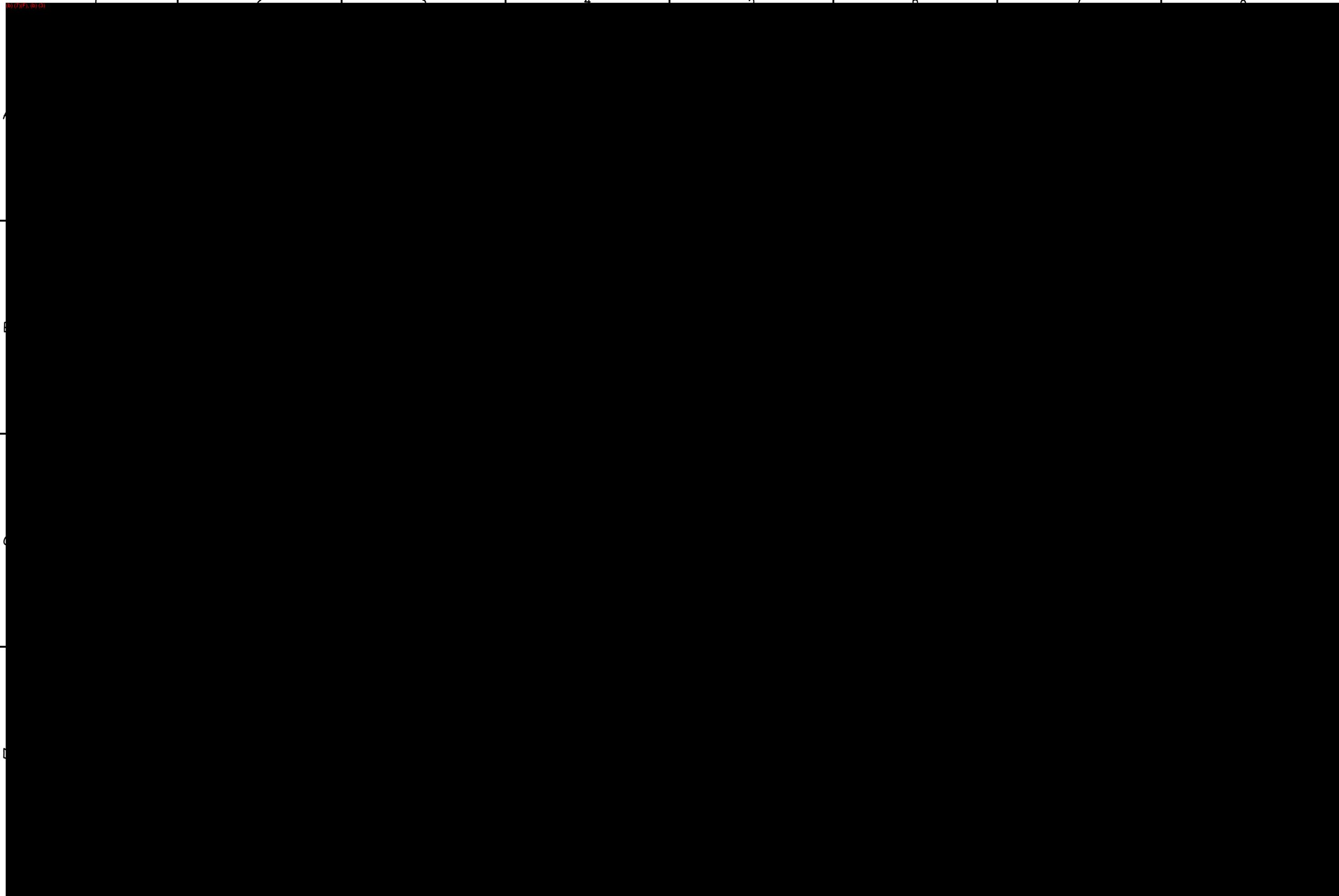
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TECHNICAL RESPONSE PLANNING
CORPORATION

QUALITY SERVICES SINCE 1995

August 1, 2013

Facility Response Plans Officer
Pipeline and Hazardous Material Safety
U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, D.C. 20590

RE: Spill Response Plan for Plains Pipeline, L.P. Rocky Mountain Crude Zone (PHMSA Sequence Number 1694)

Dear Facility Response Plans Officer:

Enclosed is one flash drive of the above referenced plan for your review and approval. Please direct all questions and correspondence to Clifton Tholl (Environmental & Regulatory Compliance Specialist II) at Plains Pipeline, L.P., 1575 Hwy 150 S., Suite E, Evanston, WY 82930 or (307) 783-7500 ext. 3.

Respectfully,
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond
Senior Project Manager

Federal Express



TECHNICAL RESPONSE PLANNING
CORPORATION

QUALITY SERVICES SINCE 1995

August 28, 2010

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: Sequence Number #1694 Plains Pipeline, L.P. (Plains), Rocky Mountain Response Zone

Sequence Number #1694 Plains Pipeline, L.P. (Plains), Rocky Mountain Products Response Zone

Dear Ms. Barber:

Enclosed are two copies of the Plains Pipeline, L.P. (Plains), Rocky Mountain Response Zone and Rocky Mountain Products Response Zone Oil Spill Response Plan for your review and approval. These two plans were submitted together in the past and currently have the same Sequence Number. Please direct all questions and correspondence to Clifton T. Tholl (DOT Regulatory Compliance Specialist) at Plains Pipeline, L.P. 1575 Hwy 150 S. Suite E Evanston, WY 82930 or 307-783-8003.

Sincerely,
TECHNICAL RESPONSE PLANNING CORPORATION

Greg Desmond
Senior Project Manager

Federal Express

Cc: Clifton T. Thol
Jordan Janak



PHMSA 000126606

Contract No. 026450-03835- PMLP. 2.17

MAJOR SERVICE CONTRACT
PLAINS MARKETING, L. P.
333 Clay, Suite 1600
Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 1st day of October, 2009, by and between **Plains Marketing, L.P.**, a Texas limited partnership, and **Its Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **United States Environmental Services, Inc.** with a mailing address of 1075 Mendell Davis Drive, Jackson, Mississippi 39272 (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and Its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Marketing Canada, L.P., Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Pacific Terminals LLC, CDM Max, LLC, as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.

1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR.

The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.

1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.

- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.
- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective October 1, 2009 to October 1, 2010 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or

variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.

- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the project manager not to exceed a value of \$50,000.00. A Change Order with a value in excess of \$50,000.00 must be executed by an officer of COMPANY.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.
- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties under this Contract, and any warranties made by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. CONTRACTOR shall make certain that all warranties not previously issued to such affiliate, where the Work is performed for such affiliate, are assigned to such affiliate upon completion of the Work.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS,**

LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:

- (I) PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
- (II) PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,**
- (III) TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, AND REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY, EXCEPTING ONLY COMPANY GROUP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS AGREEMENT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS AGREEMENT,**
- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER, A BREACH BY CONTRACTOR, ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW,**
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, REGARDLESS OF COMPANY'S FAULT OR NEGLIGENCE OR STRICT LIABILITY, EXCEPT TO THE EXTENT THE TOTAL LIABILITY, LOSS OR DAMAGE IS ATTRIBUTABLE TO AND CAUSED BY THE SOLE AND EXCLUSIVE NEGLIGENCE OF COMPANY, OR EXCEPT TO THE EXTENT AS LIMITED BY APPLICABLE LAW, AND**

(VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR AND IS CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OF CONTRACTOR GROUP. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS SECTION 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT, AND CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT) OR OTHER FAULT OF CONTRACTOR.

8.4 THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 9 - INSURANCE

9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. Contractor acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of Company, which consent is solely in the discretion of the Company:

9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws

and requirements in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.

- 9.1.2 **Commercial General Liability Insurance**, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Agreement;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving equipment or materials of a volatile, incendiary or explosive nature or involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 **Business Automobile Liability Insurance**, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 **Aircraft Liability**, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.5 **Marine Liability**, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving

operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;

Five Million Dollars (5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving the construction or repair of a tank(s) or for Work involving an open trench six feet deep or deeper or for hot work:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;

Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.7 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of the liabilities contractually assumed under this Contract by CONTRACTOR. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

- 9.1.8 Subcontractors CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the

subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

- 9.1.9 **THIS PARAGRAPH 9.1.9 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 et seq., COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all work in such manner as to cause a minimum of interference with Company's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto and incorporated herein as Exhibit C. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by Company.
- 10.2 COMPANY is a subscriber to ISNetworld. ISNetworld is responsible for monitoring contract compliance including, health and safety information, and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetworld. If CONTRACTOR is not currently a subscriber to ISNetworld, CONTRACTOR shall become a member by contacting ISNetworld at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetworld.com). CONTRACTOR subscription fees to ISNetworld are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The Company maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):

- (a) It is the policy of Company that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on Company property is prohibited;
- (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
- (c) Entry onto Company property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving Company property, and;
- (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from Company's property, at the sole discretion of Company.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, Company, or any third party occurs on Company's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon Company's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to Company's designated representative set forth in Article 25 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to Company's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide Company with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than Company, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractor's and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work

Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.

- 14.2 In the event of a breach or default by either party to this Agreement, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 21 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to affect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.

- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA"). These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this Section 16.6.
- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with Section 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in Section 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

SECTION 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in Section 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in Section 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probably filing of adverse claims or liens;

- (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or
 - (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.
- 17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

- 18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.
- 18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

- 19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto and incorporated herein as Exhibit A. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish Company evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and **must** submit a copy to Company prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

ARTICLE 21 - INDEPENDENT CONTRACTOR

- 21.1 CONTRACTOR is an independent CONTRACTOR with the right to supervise, manage, control, and direct the manner and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.

- 21.2 Right of Removal. COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - FORCE MAJEURE

- 22.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 22.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 23 - SUBCONTRACTING AND ASSIGNMENTS

- 23.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 23.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 23.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide, that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include

the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

“Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates.”

- 23.4 “Contract Documents” shall mean this Agreement, the Exhibits to this Agreement, documents listed in, and incorporated by reference in this Agreement, and Modifications issued after execution of this Agreement. A “Modification” is (1) a written amendment to this Agreement signed by both parties, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by or on behalf of Plains Marketing, L.P. or its Affiliates. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor’s Bid Documents.

CONTRACTOR shall obtain a written agreement from each of its subcontractors, which agreement shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its Affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its Affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. which the CONTRACTOR has against Plains Marketing, L.P. or its Affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 24 - GOVERNING LAW

- 24.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY’s site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 25 – PERMITS

- 25.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 26 – NOTICES

- 26.1 All statements, insurance certificates and other routine correspondence shall be sent to Company by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

**Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Kelly M. Tarr, Contracts and Insurance Specialist
Facsimile: 713-289-7422**

- 26.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

**Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216**

ARTICLE 27 - ENTIRETY OF CONTRACT

- 27.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.
- 27.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.
- 27.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 28 – SEVERABILITY

- 28.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other

jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 29 – BINDING EFFECT

- 29.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.
- 29.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 30 - HEADINGS

- 30.1 The headings shown for each section in this Contract are general descriptions only and not for limitation or alteration of the contents of this Contract in any way.

ARTICLE 31 - WAIVER

- 31.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 32 - ETHICAL BUSINESS PRACTICES

- 32.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 32.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

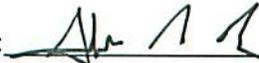
ARTICLE 33 - SURVIVAL

- 33.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

UNITED STATES ENVIRONMENTAL SERVICES, INC.

**PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner**

By: 

By: 

Printed Name: Thomas P. Bayham

Printed Name: Mark J. Gorman

Title: CAO

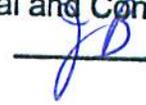
Title: Senior Vice-President

Operations and Business Development

Date: 9/29/09

Date: 10/5/09

Taxpayer ID #: 72-1334322

Approved as to form
and content by
Legal and Contracts


PHMSA Form 100-1 (Rev. 10-2009) (Instructions on back of form)

PHMSA Form 100-1
By: _____
Date: _____

PHMSA Form 100-1
By: _____
Date: _____

[Handwritten signature]

[Handwritten signature]

PHMSA Form 100-1

Approved as to form
and content by
Legal and Compliance
[Signature]

PHMSA Form 100-1

Exhibit A

**COMPANY POLICIES
APPLICABLE TO CONTRACTORS**

CONTRACTOR agrees to comply as follows:

- (I) **(No Smoking Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
- (II) **(Anti-Harassment Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
- (III) **(Weapons Policy)**. To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.

COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.

- (IV) **(Safety and Security Policy)**. To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
- (V) **(Drug and Alcohol Policy)**. To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 - A. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 - B. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 - C. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.

CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.

The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but

not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.

- A. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- B. COMPANY conducts drug and alcohol testing under the following circumstances:
 - 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 - 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 - 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.

COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.

Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FHWA regulations.

4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.

C. Definitions Contained in COMPANY's Policy

1. Company

"COMPANY" shall mean **Plains Marketing, L. P.** and any of its **affiliates** which are listed herein.

2. Unauthorized Drugs

For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".

3. Authorized Substances

Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".

4. Company Premises

"Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.

5. Alcohol

"Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.

6. Under the Influence of Alcohol

"Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.

7. Blood Alcohol Content

Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.

8. Contraband

"Contraband" for purposes of this Policy shall mean drug paraphernalia.

9. Laboratory Testing

"Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.

10. Personal Search

"Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.

11. Policy Violations

COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.

D. Resource Listing

American Council for Drug Education	800-488-drug
Compliance Services	318-457-2443
DISA Contractors Consortium	800-752-6432
Drug Regulations Compliance, Inc.	318-868-7569
Institute for a Drug Free Workplace	202-842-7400
National Clearinghouse for Alcohol & Drug Information Workplace Helpline	800-843-4971
National Institute on Drug Abuse	301-443-6245
Pipeline Testing Consortium, Inc.	316-669-8800
DOT 49CFR, Parts 192, 195 & 199	

EXHIBIT B

I. EQUAL OPPORTUNITY
(applicable to all contracts and purchase
orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**II. EQUAL OPPORTUNITY FOR WORKERS
WITH DISABILITIES**

**(applicable to all contracts and purchase
orders in excess of \$10,000)**

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**III. AFFIRMATIVE ACTION FOR DISABLED
AND VIETNAM ERA VETERANS**
(applicable to contracts and purchase
orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system,

there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (applicable to contracts in excess of \$500,000)

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C**CONTRACTOR MINIMUM SAFETY REQUIREMENTS**

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirttails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. **SAFETY MEETINGS**

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. **SMOKING**

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. **SIGNS**

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. **LOCK-OUT/TAG-OUT**

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. **CONFINED SPACE ENTRY**

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. **HOT WORK/OTHER HAZARDOUS WORK**

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. **HAZARD COMMUNICATION**

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.



Contract No. 026450-04868-PMLP.2.17

MAJOR SERVICE CONTRACT

PLAINS MARKETING, L. P.

333 Clay, Suite 1600

Houston, Texas 77002

THIS CONTRACT (hereinafter "Contract") is entered into as of the 20TH day of October, 2011 by and between **Plains Marketing, L.P.**, a Texas limited partnership, and its **Affiliates**, with a physical street address of 333 Clay, Suite 1600, Houston, Texas 77002 and a mailing address of P. O. Box 4648, Houston, Texas 77210-4648 (hereinafter "COMPANY") and **Worley Catastrophe Response** with a mailing address of **P.O. Box 249, Hammond, Louisiana 70404** (hereinafter "CONTRACTOR"). For purposes of this Contract, the term "COMPANY" includes Plains All American Pipeline, L.P., and its Affiliates, including but not limited to Plains Marketing, L.P., Plains Pipeline, L.P., Plains Midstream Canada ULC, Plains LPG Services, L.P., Pacific Pipeline System LLC, Rocky Mountain Pipeline System LLC, Plains Products Terminals LLC, CDM Max, LLC, and Plains Pipeline – North Dakota LLC as well as any other limited liability company or limited partnership in which Plains All American Pipeline, L.P. owns or controls fifty percent or more of the equity.

WITNESSETH:

THAT for and in consideration of the covenants, contract, terms, provisions and conditions hereinafter set forth, the parties do hereby mutually agree, each with the other, as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 This Contract does not obligate COMPANY to order services from CONTRACTOR nor does it obligate CONTRACTOR to provide services to COMPANY, but shall control and govern all services ordered by COMPANY and accepted by CONTRACTOR hereunder, and shall define the rights and obligations of COMPANY and CONTRACTOR with regard to the matters covered hereby.
- 1.2 COMPANY may, from time-to-time, request CONTRACTOR to perform services (including any supervision, labor, equipment, materials and any other items necessary to perform the work requested; hereinafter referred to as "Work") hereunder by issuing a Work Order to CONTRACTOR (the "Work Order").
The Work shall not commence prior to execution of the Work Order by both COMPANY and CONTRACTOR; however, this Contract shall apply to any Work performed by CONTRACTOR on behalf of COMPANY regardless of whether or not a Work Order is issued unless otherwise agreed by the parties in writing.
- 1.3 CONTRACTOR shall carry out the Work under this Contract and shall furnish experienced personnel, supervision, small tools, transportation, licenses, insurance, permits, services and all other things necessary or required in and for the proper and timely performance of the Work. Further, CONTRACTOR shall furnish all materials and equipment as specified in the Work Order. CONTRACTOR's equipment, including, but not limited to, small tools and consumables, is the sole responsibility of the CONTRACTOR. COMPANY is not responsible for their cost, maintenance, wear, tear, or destruction.
- 1.4 Regarding CONTRACTOR's performance of the Work, time is of the essence. CONTRACTOR shall complete the Work in accordance with the Contract within the time limit(s) detailed in the Work Order and shall promptly notify COMPANY upon completion of each major item or portion of the Work.
- 1.5 Upon request by COMPANY, CONTRACTOR shall furnish a project schedule prior to commencement of the Work.

ARTICLE 2 - TERM

- 2.1 This Contract shall have a Primary Term effective October 20, 2011 to October 19, 2014 and shall continue into its Secondary Term from month-to-month thereafter until terminated by either party hereto upon not less than thirty (30) days' advance written notice to the other party. Work shall be started and shall be completed on the dates specified in the applicable Work Order. The term of this Contract shall be extended until completion of any outstanding Work Order.

ARTICLE 3 - INSPECTION AND APPROVAL

- 3.1 All fabricated material may be inspected (at COMPANY's discretion) at CONTRACTOR's facility before shipment. CONTRACTOR shall notify COMPANY's representative at least five (5) working days before the inspection is required.
- 3.2 All Work performed by CONTRACTOR hereunder shall be subject to inspection, testing and approval by COMPANY. COMPANY may, at its discretion, employ the services of specialist inspection and testing agencies for this purpose. Unless otherwise specified in the Work Order, all drawings will be approved by COMPANY, in writing, prior to commencement of any Work based on the drawings.
- 3.3 Any inspection or approval of the Work given under this Contract by COMPANY shall not relieve CONTRACTOR of its responsibility for compliance with this Contract, nor from its responsibility for the quality of the Work, nor from any warranty, guarantee or liability under law, either expressed or implied, in this Contract.
- 3.4 When the Work has been completed in accordance with this Contract, CONTRACTOR shall so notify COMPANY in writing. COMPANY shall then inspect the Work and if it is found not to be in compliance with this Contract, COMPANY shall so notify CONTRACTOR in writing specifying the details of such non-compliance. At CONTRACTOR's expense, CONTRACTOR shall promptly correct all Work noted to be in noncompliance and notify COMPANY once corrections have been made. COMPANY shall then reinspect the Work to determine Contract compliance. If COMPANY rejects the Work or any part thereof which is reinspected, then the procedure set forth above shall be repeated until Work not in compliance is corrected and the Work is accepted by COMPANY.

ARTICLE 4 - COMPENSATION

- 4.1 Work to be furnished during the term of this Contract shall be furnished at the rates agreed to in writing by the parties (the "Rate Sheet") unless otherwise provided in the applicable Work Order.
- 4.2 No overtime Work or premium rates will be paid or authorized by CONTRACTOR unless COMPANY has expressly approved such payment in writing.
- 4.3 CONTRACTOR must give thirty (30) days advance written notice of proposed rate changes to the Rate Sheet. No rate change or cost change will be effective until accepted by COMPANY in writing. Such change will not apply to any Work in progress at time of notice without COMPANY's written consent.

ARTICLE 5 - PAYMENT

- 5.1 For lump sum Work, CONTRACTOR shall have the right to request that COMPANY make partial payments; provided, however, that COMPANY shall have the right to withhold up to and including fifteen percent (15%) of the amount of any invoice submitted to COMPANY by CONTRACTOR for labor, supervision and materials furnished by CONTRACTOR up to the time of completion and acceptance of the Work by COMPANY. Payment of said retainage shall be due upon COMPANY's acceptance of all Work. For retainage, if any, CONTRACTOR shall invoice COMPANY for the same following COMPANY's acceptance of the Work and COMPANY shall pay the same within thirty (30) days from receipt of said invoice.
- 5.2 Unless specifically waived in writing by COMPANY, each invoice must, in addition to total charges, show separately on its face the labor costs or equipment costs, as applicable, material

- costs, and any applicable freight charges and sales and use taxes. For reimbursable Work, COMPANY's representative must sign time sheets, equipment logs, material tickets, or similar supporting documentation. This substantiation or any other evidence COMPANY may require shall be attached to the invoice. In addition, any applicable markups such as fringe benefits, unemployment taxes, workers' compensation insurance, payroll taxes, overhead and profit, etc. must be itemized. Equipment rental must be invoiced separately, on a monthly basis. The invoice must list each piece of equipment separately, with the description taken verbatim from the Rate Sheet submitted with the Contract. A Monthly Equipment Time Log, signed by COMPANY's representative, must be attached to the invoice. Material and/or Third Party Equipment Rentals shall include third party invoices as support.
- 5.3 Subject to paragraph 5.2 above, COMPANY shall pay CONTRACTOR's invoice within thirty (30) days of receipt of such invoice by COMPANY's Accounts Payable Department. For purposes of determining the date of receipt of an invoice by COMPANY, or receipt of a payment by CONTRACTOR, delivery is effective upon receipt by the party to whom the invoice or payment is sent by a system that the COMPANY or CONTRACTOR has designated for the purpose of receiving invoices or payments; provided that, an invoice or payment is deemed to have been received by the intended recipient at the address set forth above using personal delivery, expedited courier, messenger service, telecopy, ordinary mail, and electronic mail, but if received after the recipient's normal business hours shall be deemed to have been received on the next business day.
- 5.4 COMPANY may withhold payment for a disputed invoice or part thereof, without interest, until such dispute is resolved.
- 5.5 Sums due CONTRACTOR shall be adjusted by deducting any amounts paid by COMPANY to prevent or remove liens, claims, debts and encumbrances which are the responsibility of CONTRACTOR, or its subcontractors, or to satisfy other obligations of CONTRACTOR or its subcontractors hereunder.
- 5.6 No payment made under this Contract shall constitute a waiver by COMPANY of the performance by CONTRACTOR of any of CONTRACTOR's obligations hereunder and any payment withheld shall be without prejudice to any other rights and remedies available to COMPANY.

ARTICLE 6 - CHANGES IN THE WORK

- 6.1 All changes in the Work shall be approved by means of a written Change Order to the Work Order.
- 6.2 COMPANY shall have authority to make minor changes in the Work not involving extra cost. No extra Work or claim for additional compensation or time to complete the Work shall be made without a written Change Order, signed on behalf of COMPANY and delivered to CONTRACTOR. Where CONTRACTOR considers that any change or variation in the Work would be beneficial, CONTRACTOR shall advise COMPANY of its proposal, and COMPANY shall decide whether to proceed with such change or variation.
- 6.3 Extra "Work" or claims invoiced as extra "Work" or extra claims, which have not been issued as a written Change Order to the Work Order will not be authorized for payment. CONTRACTOR shall not perform any extra Work without a properly executed Change Order signed by the COMPANY'S authorized representative.

ARTICLE 7 - WARRANTY

- 7.1 CONTRACTOR warrants that it is experienced in the Work to be undertaken on behalf of COMPANY, possesses the skills and resources to complete the Work and has the authority to fulfill its obligations under this Contract. The Work shall be performed in a good and workmanlike manner by qualified, careful and efficient workers in accordance with the Contract, in strict conformity with the best standard practices and in a manner protective of its employees, the public and the environment.
- 7.2 CONTRACTOR will warrant the foregoing warranties in paragraph 7.1 above for a period of one (1) year from the date the Work is completed and accepted by COMPANY, however, for any latent defects discovered in the Work, the foregoing warranties of paragraph 7.1 above shall

continue for a period of three (3) years from the date the Work is completed and accepted by COMPANY. For purposes herein, latent defects shall be defects that could not have been discovered by a reasonably thorough inspection. In the event any Work fails to meet any of the foregoing warranties within the period specified above, without waiving any other rights or remedies COMPANY may have at law, CONTRACTOR agrees forthwith to correct, repair or replace the Work and any damage to other work or material at CONTRACTOR's expense without cost to COMPANY.

- 7.3 Labor, equipment and materials furnished by CONTRACTOR pursuant to paragraph 7.2 to correct defects shall be warranted by CONTRACTOR in accordance with the warranties set forth in paragraphs 7.1 and 7.2 for a period of twelve (12) months from the date of completion of the correction.
- 7.4 In the event CONTRACTOR was notified of any failure of CONTRACTOR's foregoing warranties and failed to correct promptly and adequately such Work, COMPANY shall have the right to correct or to have such Work corrected and COMPANY shall be entitled to deduct the cost of such corrective Work from any monies due or becoming due to CONTRACTOR under this Contract or otherwise. In the event that no monies are due or shall become due to CONTRACTOR under this Contract then CONTRACTOR shall promptly pay COMPANY the costs incurred in correcting such Work.
- 7.5 COMPANY may be contracting for this Work and the benefits derived therefrom as agent for its affiliate. All of CONTRACTOR's warranties or guarantees under this Contract, and any warranties or guarantees made or given by manufacturers, suppliers, subcontractors or others acting in the interest of the parties to this Contract, shall inure to the benefit of affiliate, as well as to COMPANY. Manufacturer's or distributor's warranties or guarantees for goods or equipment should be issued directly to COMPANY as purchaser. If not issued to COMPANY, then CONTRACTOR hereby assigns to COMPANY (if assignable), or shall enforce for the benefit of the COMPANY (if not assignable) any warranty or guarantee provided by manufacturers or sellers of goods or equipment which are sold to, or installed by CONTRACTOR in the Work or incorporated into, the Work. Such assignment shall not release or novate the manufacturer's or distributor's warranty obligations to CONTRACTOR nor shall COMPANY be entitled to a double recovery.
- 7.6 If there is a defect in, or failure of, the goods or equipment furnished or installed in connection with the Work, Contractor's warranty hereunder is hereby supplemented with the applicable manufacturer's or distributor's warranty.

ARTICLE 8 - INDEMNITY

- 8.1 **CONTRACTOR AGREES, TO THE EXTENT OF ITS NEGLIGENT ACTS OR OMISSIONS OR DISREGARD FOR ITS DUTIES UNDER THIS CONTRACT OR LAW, TO RELEASE, PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES, AND ITS AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, CONTRACTORS (EXCLUDING CONTRACTOR), SUBCONTRACTORS, AND INVITEES (COLLECTIVELY THE "COMPANY GROUP"), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LOSSES, COSTS, SUITS, OR CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, ANY JUDGMENTS, LOSSES, LIABILITIES, FINES, EXPENSES, INTEREST, LEGAL FEES, COSTS OF SUIT, AND DAMAGES, WHETHER IN LAW OR EQUITY AND WHETHER IN CONTRACT TORT OR OTHERWISE) HEREINAFTER "CLAIMS" FOR OR RELATING TO:**
- (I) **PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM,**
 - (II) **PROPERTY LOSS OR DAMAGE TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF AND DOWNTIME,**
 - (III) **TO THE EXTENT SUCH INJURY, DEATH OR PROPERTY LOSS OR DAMAGE ARISES OUT OF, RESULTS FROM, OR RELATES TO, EITHER**

DIRECTLY OR INDIRECTLY, THE WORK OR OTHER SERVICES PERFORMED OR PROVIDED BY CONTRACTOR PURSUANT TO THIS CONTRACT, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY. IN THE EVENT CONTRACTOR FAILS TO DEFEND AND PROTECT COMPANY GROUP PURSUANT TO THIS CONTRACT, THEN COMPANY GROUP SHALL BE ENTITLED TO DEFEND AND PROTECT ITS INTERESTS AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY'S FEES, COSTS, JUDGMENTS AND SETTLEMENTS, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED IN ENFORCING THIS CONTRACT,

- (IV) VIOLATION OF OR FAILURE TO COMPLY WITH ANY APPLICABLE LAW, ORDINANCE, REGULATION, RULE OR ORDER,
- (V) A BREACH BY CONTRACTOR, ITS EMPLOYEES, AGENTS, SERVANTS, SUBCONTRACTORS, OR VENDORS, OF ANY TERM, PROVISION OR WARRANTY CONTAINED HEREIN, WHICH OCCUR, EITHER DIRECTLY OR INDIRECTLY, IN CONNECTION WITH PERFORMANCE OF THE WORK CONTEMPLATED HEREUNDER OR BY REASON OF CONTRACTOR AND ITS EMPLOYEES, WORKMEN, AGENTS, SERVANTS, SUBCONTRACTORS AND VENDORS BEING PRESENT ON COMPANY'S PREMISES, AND
- (VI) INFRINGEMENT OF PATENT OR MISAPPROPRIATION OF TRADE SECRET OR PROPRIETARY RIGHTS OF ANY THIRD PARTY BY ANY DEVICE, PROCESS OR MATERIAL NOT SPECIFIED BY COMPANY.

8.2 CONTRACTOR'S AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND AS SET FORTH IN PARAGRAPH 8.1 ABOVE SHALL NOT BE NEGATED OR REDUCED BY VIRTUE OF CONTRACTOR'S INSURANCE CARRIER'S DENIAL OF INSURANCE COVERAGE OF THE OCCURRENCE OR EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIMS AND/OR REFUSAL TO DEFEND CONTRACTOR OR COMPANY. IN ADDITION, CONTRACTOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES AND ALL OTHER EXPENSES OF LITIGATION INCURRED BY COMPANY TO ENFORCE THE FOREGOING AGREEMENT TO PROTECT, INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY.

8.3 CONTRACTOR SHALL, TO THE EXTENT OF ITS NEGLIGENT ACTS OR OMISSIONS OR DISREGARD FOR ITS DUTIES UNDER THIS CONTRACT OR LAW, ASSUME RESPONSIBILITY FOR THE CONTROL AND REMOVAL OF, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE OR CLAIMS ARISING FROM POLLUTION, THREAT OF POLLUTION, OR CONTAMINATION: (I) WHICH ORIGINATES OR EMANATES FROM SPILLS OF FUELS, LUBRICANTS, MOTOR OILS, PIPE DOPE, PAINT, SOLVENTS, BALLAST, BILGE AND GARBAGE, DEBRIS OR ANY OTHER SUBSTANCES, WHOLLY IN ITS POSSESSION AND CONTROL OR ORIGINATING FROM CONTRACTOR GROUP'S VESSEL, EQUIPMENT, MATERIALS OR TRANSPORT, THE UNSEAWORTHINESS OF ANY VESSEL, OR ANY OTHER THEORY OF LEGAL LIABILITY; OR (II) WHICH OTHERWISE RESULTS FROM PERFORMANCE OF THE WORK HEREUNDER BY CONTRACTOR. NOTWITHSTANDING THE FOREGOING, THE ASSUMPTIONS OF LIABILITY BY CONTRACTOR UNDER THIS PARAGRAPH 8.3 APPLY ONLY TO THE COST OF, AND LIABILITY FOR, CONTROL AND REMOVAL OF SUCH POLLUTION AND CONTAMINATION AND SHALL, IN NO EVENT, ALTER, LESSEN OR AFFECT THE LIABILITIES OR RESPONSIBILITIES OF CONTRACTOR SPECIFIED ELSEWHERE IN THIS CONTRACT. CONTRACTOR AGREES TO ASSUME RESPONSIBILITY FOR AND TO INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY FINES, PENALTIES, COSTS OR EXPENSES RESULTING FROM POLLUTION OR CONTAMINATION CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF CONTRACTOR.

- 8.4 **IN ADDITION TO THE FOREGOING, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND COMPANY GROUP AGAINST A CLAIM FOR BODILY INJURY OR DEATH OF AN EMPLOYEE OF THE CONTRACTOR, ITS AGENT OR ITS SUBCONTRACTOR OF ANY TIER REGARDLESS OF WHETHER DUE OR ALLEGEDLY DUE TO THE NEGLIGENCE (WHETHER JOINT OR CONCURRENT), FAULT, BREACH OF DUTY, OR STRICT LIABILITY OF COMPANY GROUP.**
- 8.5 **THE INDEMNITY OBLIGATIONS IN THIS CONTRACT SHALL SURVIVE TERMINATION OF THIS CONTRACT.**

ARTICLE 9 - INSURANCE

- 9.1 Without limiting in any way the scope of any obligations or liabilities assumed hereunder by CONTRACTOR, CONTRACTOR shall procure or cause to be procured and maintained at its expense, for the duration of this Contract, and with insurance companies acceptable to COMPANY, the insurance policies described below. CONTRACTOR acknowledges that the endorsements and the type of Insurance coverage and the limits thereof, are minimum limits which shall not be reduced without the prior written consent of COMPANY, which consent is solely in the discretion of the COMPANY:
- 9.1.1 Workers' Compensation and Employer's Liability Insurance, covering the employees of CONTRACTOR for all compensation and other benefits required of CONTRACTOR by the Worker's Compensation or other statutory insurance laws and requirements in the state having jurisdiction over such employees, and over the location where the Work is being performed, including Alternate Employer. Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or occurrence.
- 9.1.2 Commercial General Liability Insurance, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, including:
- A. Contractual Liability to cover liability assumed under this Contract;
 - B. Products Hazard Coverage for any and all products provided or furnished by or on behalf of CONTRACTOR during the course of service rendered by CONTRACTOR hereunder;
 - C. Completed Operations Hazard Coverage for any claim relating to defects or deficiencies in goods, products, and materials or services used or rendered by CONTRACTOR in connection with its operations;
 - D. Broad Form Property Damage Liability insurance;
 - E. Coverage for explosion, collapse, and underground hazards for work performed by CONTRACTOR involving excavation, drilling or subsurface activity;
 - F. Independent Contractor's Contingent coverage;
 - G. Personal Injury Liability;
 - H. Premises Liability;
 - I. In Rem Endorsement;
 - J. Territorial extension to cover all work areas;
 - K. Watercraft exclusion deleted in both Contractual Liability Insurance and Contractual Liability Endorsement; and
 - L. Seepage and Pollution Liability, including, without limitation, cleanup on a sudden and accidental basis.
- 9.1.3 Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Contract, to cover liability for bodily injury and property damage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.4 Aircraft Liability, if applicable, to cover bodily injury and property damage liability with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence.

- 9.1.5 Marine Liability, if applicable, involving Work to be performed on or over water including docks, wharves, etc., Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

For Work involving vessels and other watercraft, Worker's Compensation and Employer's Liability coverage shall also include Maritime Employer's Liability including Transportation, Wages, Maintenance and Cure, Merchant Marine Act of 1920 (the "Jones Act"), U. S. Longshore and Harbor Workers' Act, and Outer Continental Shelf Land Act with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Marine liability insurance for owned or chartered watercraft shall include liability for bodily injury and property damage with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence. Insurance shall be endorsed to specifically include full crew coverage (unless provided under Worker's Compensation); coverage for diving operations, if applicable; liability for seepage, pollution, containment and cleanup; collision liability; and, contractual liability.

- 9.1.6 Professional Liability Insurance, if applicable, CONTRACTOR agrees to and shall maintain in full force and effect, at all times a policy or policies of insurance containing a minimum Five Million Dollars (\$5,000,000) coverage per occurrence for errors and omissions for professional liability.
- 9.1.7 Excess Liability Insurance, this policy shall be written on a "following form" basis and shall provide coverage in excess of the coverage required to be provided by CONTRACTOR for employer's liability, commercial general liability insurance, business automobile liability insurance, maritime employer's liability insurance and aircraft liability insurance. The aggregate limit shall apply separately to each annual policy period, except for the products and completed operations coverage, which shall be a project aggregate.

Minimum limits:

Five Million Dollars (\$5,000,000) combined single limit each occurrence;
Five Million Dollars (\$5,000,000) aggregate limit, with such limits dedicated to the project.

Minimum limits for Work involving: construction or repair of a tank(s) or vessels or pipelines; an open trench six feet deep or deeper; drilling or boring; hot work; tank or vessel cleaning; confined space entry:

Ten Million Dollars (\$10,000,000) combined single limit each occurrence;
Ten Million Dollars (\$10,000,000) aggregate limit, with such limits dedicated to the project.

- 9.1.8 Special Provisions Concerning Policies Placed by CONTRACTOR, all policies (except Worker's Compensation and Employer's Liability) shall include COMPANY GROUP as additional insureds to the extent of CONTRACTOR's negligent acts or omissions or disregard for its duties under this Contract or law, including paragraph 8.4. Such insurance coverages shall specifically provide that they apply separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. CONTRACTOR hereby waives, and shall cause its insurers to waive, all rights of subrogation against COMPANY GROUP when permitted by law. The insurance coverages required by CONTRACTOR hereunder shall be primary over any coverages maintained by COMPANY GROUP. All of CONTRACTOR's policies must include thirty (30) days written notice of cancellation to COMPANY GROUP.

The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as COMPANY's acceptance of responsibility for financial liabilities in excess of such limits. CONTRACTOR shall pay all deductibles and self-insured retentions, including defense costs, applicable to the insurance.

Prior to commencement of any Work, CONTRACTOR shall furnish COMPANY with Certificates of Insurance, which document that all coverages and endorsements required by this Contract have been obtained. CONTRACTOR shall obtain renewal certificates as and when necessary and copies thereof shall be forwarded to COMPANY as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to COMPANY prior to change or cancellation of any policy. In no event shall COMPANY's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Article.

9.1.9 Subcontractors. CONTRACTOR shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by CONTRACTOR's insurance, deficiencies shall be the sole responsibility of CONTRACTOR.

9.1.10 **THIS PARAGRAPH 9.1.10 APPLIES ONLY TO WORK PERFORMED IN THE STATE OF LOUISIANA. FOR PURPOSES OF THE LOUISIANA WORKER'S COMPENSATION LAW, La. R.S. 23:1021 *et seq.*, COMPANY AND CONTRACTOR AGREE THAT THE WORK PERFORMED BY CONTRACTOR AND ITS EMPLOYEES PURSUANT TO THIS CONTRACT ARE AN INTEGRAL PART OF AND ARE ESSENTIAL TO THE ABILITY OF COMPANY TO GENERATE COMPANY'S GOODS, PRODUCTS AND SERVICES, AND THAT CONTRACTOR'S WORK AND SERVICES SHALL BE CONSIDERED PART OF COMPANY'S TRADE, BUSINESS, AND OCCUPATION, 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) ONLY. IRRESPECTIVE OF COMPANY'S STATUS EITHER AS THE STATUTORY EMPLOYER OR AS THE SPECIAL EMPLOYER (AS DEFINED IN La. R.S. 23:1031(C)) OF CONTRACTOR'S EMPLOYEES, AND REGARDLESS OF ANY OTHER RELATIONSHIP OR ALLEGED RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR'S EMPLOYEES, CONTRACTOR SHALL BE AND REMAIN AT ALL TIMES PRIMARILY RESPONSIBLE FOR THE PAYMENT OF LOUISIANA WORKER'S COMPENSATION BENEFITS TO ITS EMPLOYEES, AND NEITHER CONTRACTOR NOR ITS UNDERWRITERS SHALL BE ENTITLED TO SEEK CONTRIBUTION FOR ANY SUCH PAYMENTS FROM COMPANY.**

ARTICLE 10 – SAFETY

- 10.1 CONTRACTOR shall perform all Work in such manner as to cause a minimum of interference with COMPANY's operations and shall conduct its work in accordance with the then currently acceptable industry safety standards to maintain adequate protection of persons and property during CONTRACTOR's performance hereunder. CONTRACTOR will perform its duties in a safe manner and will have in effect and will enforce a set of safety and loss prevention standards which comply with all laws, and CONTRACTOR MINIMUM SAFETY REQUIREMENTS, as may be amended or modified from time-to-time, attached hereto as Exhibit C and incorporated herein. Prior to commencement of each Work, CONTRACTOR shall inspect the premises and facilities on which said work is to be performed in order to be apprised of any and all apparent risk incident thereto. Upon completion of the work, CONTRACTOR shall leave the premises clean and free of all waste materials and rubbish. CONTRACTOR agrees to limit smoking and the use of heat and/or fire implements, including welding and torch cutting tools, to such locations and occasions as are specifically authorized in writing by COMPANY.
- 10.2 COMPANY is a subscriber to ISNetworld. ISNetworld is responsible for monitoring contract compliance including health and safety information and current insurance certificates. CONTRACTOR shall be a subscriber to ISNetworld. If CONTRACTOR is not currently a subscriber to ISNetworld, CONTRACTOR shall become a member by contacting ISNetworld at 3001 Knox Street, Suite 200, Dallas, Texas 75205 (phone No. 214-303-4900 Web site www.isnetworld.com). CONTRACTOR subscription fees to ISNetworld are CONTRACTORS responsibility.

ARTICLE 11 – CONTROLLED SUBSTANCE ABUSE POLICY

- 11.1 The COMPANY maintains a drug and alcohol free workplace. CONTRACTOR acknowledges that it has been advised and agrees to advise all its employees, subcontractors, agents and business invitees of any subcontractor, agent, or business invitee, of the following safety regulations or policies concerning controlled substances (alcohol, misuse of prescription drugs and illegal drugs):
- (a) It is the policy of COMPANY that the use, possession, sale, transfer, purchase, or the presence in one's system of a controlled substance on COMPANY property is prohibited;
 - (b) CONTRACTOR is to have in place a drug and alcohol free workplace policy;
 - (c) Entry onto COMPANY property constitutes consent to an inspection of the person (including, but not limited to, the taking of a urine sample) and personal effects, as well as any vehicle(s) when entering or leaving COMPANY property, and;
 - (d) Any person who is found in violation of the policy or who refuses to permit an inspection may be removed and barred from COMPANY's property, at the sole discretion of COMPANY.

ARTICLE 12 – ACCIDENT REPORTS

- 12.1 All accidents must be reported. In the event an accident involving the property, equipment, or personnel of CONTRACTOR, COMPANY, or any third party occurs on COMPANY's property, or which arises out of, results from or is in any way connected with CONTRACTOR's work or presence upon COMPANY's property or other activities pursuant to this Contract, CONTRACTOR shall immediately report such accident to COMPANY's designated representative set forth in Article 27 hereof. In addition, a written report of such accident must be prepared by CONTRACTOR and delivered to COMPANY's representative within 24 hours after CONTRACTOR becomes aware of each such accident. This report should contain factual information only and should not contain opinion, speculation, or supposition as to fault, liability, or prevention. CONTRACTOR shall also provide COMPANY with a copy of each and every report of each such accident, including statements or other investigative material or documents which CONTRACTOR completes, or is required to submit, or does submit, to any entity other than COMPANY, including without limitation, any governmental agency or body, CONTRACTOR's insurers, or others.

ARTICLE 13 - LIENS

- 13.1 Where required by COMPANY, progress payments and the final payment shall be substantiated by notarized lien affidavits and lien waivers evidencing that all suppliers, subcontractors and laborers have been paid in full for Work performed and materials furnished, up to and including the date(s) of such affidavits. COMPANY shall not be obligated to make any payment for Work performed until requested affidavits and lien waivers are received.
- 13.2 CONTRACTOR shall keep the Work free and clear of all liens. CONTRACTOR shall promptly and satisfactorily settle all claims, including lien claims of its subcontractors, for labor performed and supplies or materials furnished in connection with such Work. In the event CONTRACTOR fails or refuses to promptly and satisfactorily settle all such claims, COMPANY shall, after so notifying CONTRACTOR in writing, have the right to settle such claims on behalf of and for the account of CONTRACTOR, and deduct the amount from the contract price. Alternatively, COMPANY shall have the right to hold all sums due or to become due CONTRACTOR, without interest, until satisfactory evidence is furnished to it that all such claims and liens have been settled and released.

ARTICLE 14 - TERMINATION

- 14.1 COMPANY shall have the right to terminate this Contract or the Work in whole or in part, without cause, at any time by notice in writing to CONTRACTOR. Upon receipt of any such notice, CONTRACTOR shall cease all Work as provided in said notice and this Contract or the Work shall terminate effective as of the date such notice is received by CONTRACTOR. COMPANY shall assume all obligations and shall be entitled to all privileges of CONTRACTOR in connection with any Work Order(s) issued prior to the termination of this Contract, including any contract, which CONTRACTOR has entered into for the supply of services, equipment, or materials. In the event COMPANY terminates this Contract during CONTRACTOR's performance of Work under a Work Order, the total settlement price through the date of cancellation shall be valued at rates and prices consistent with the amounts applicable to the Work or, if on a cost reimbursable basis, consistent with the time and material rates under this Contract. In no event shall CONTRACTOR be entitled to anticipated profits or any damages because of such termination. CONTRACTOR will not be permitted to terminate this Contract while any Work under outstanding Work Order(s) is not complete.
- 14.2 In the event of a breach or default by either party to this Contract, both parties may assert any setoffs, claims, counterclaims, and credits that it is entitled to under law or in equity regardless of which party failed to perform first, breached first, or defaulted first. This clause does not relieve a defaulting party or breaching party from its obligation to perform. All rights and remedies afforded by law or in equity with respect to material breaches or defaults are expressly reserved by each party notwithstanding this provision.

ARTICLE 15 - SUSPENSION

- 15.1 COMPANY shall have the right to suspend all or any part of the Work at any time and for any reason not defined in Article 23 as "force majeure" by giving written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately take such measures as are, in the opinion of COMPANY's Representative, necessary or appropriate in order to effect such suspension and to safeguard and store the Work or part thereof during the period of suspension. In the event of suspension, COMPANY shall pay CONTRACTOR all reasonable and verifiable additional costs incurred in effecting suspension and in safeguarding and storing the Work or part thereof.
- 15.2 Upon termination of any such suspension, CONTRACTOR agrees to re-commence the Work under the terms and conditions of the Contract.

ARTICLE 16 - AUDIT RIGHTS AND CONTRACTOR ACCOUNTING PRINCIPLES

- 16.1 CONTRACTOR agrees to retain all records and accounts related to charges or CONTRACTOR invoices for a period of at least three (3) years from the completion date of any Work performed pursuant to this Contract. For purposes herein, "records and accounts" shall include books, documents, accounting procedures and practices, in the form of computer data, or in any other form.
- 16.2 CONTRACTOR shall permit COMPANY access to, either in the field or at the home office, for review and audit, at all reasonable times, all records and accounts relating to costs and expenses invoiced to COMPANY under this Contract, including, but not limited to, DOT and OSHA records and reports, supporting documentation, and all reimbursable costs and expenses for the Work.
- 16.3 CONTRACTOR shall respond in writing to COMPANY within thirty (30) days of submission by COMPANY of its audit findings. CONTRACTOR shall work diligently with COMPANY to resolve any differences with respect to the audit. Any adjustments or payments which must be made as a result of any such audit, inspection or examination of CONTRACTOR's invoices and/or records shall be made available within thirty (30) days of resolution of any adjustments to be made.
- 16.4 At its sole option, COMPANY may audit the CONTRACTOR'S records and accounts related to this Contract to verify and determine the propriety of charges. At the COMPANY'S option, the audit may be performed by the COMPANY'S internal auditors and/or independent auditors selected by the COMPANY.
- 16.5 CONTRACTOR shall provide COMPANY access to records and accounts within thirty business (30) days after receipt of written request by COMPANY. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by COMPANY in a reasonable and timely manner.
- 16.6 CONTRACTOR shall abide by and maintain accounting practices for all actual or prospective costs incurred in connection with the Work in a manner that complies with generally accepted accounting principles ("GAAP") as defined by the standards for accounting set forth by the American Institute of Certified Public Accountants ("AICPA"). These accounting practices shall include, but are not limited to methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. Upon request by COMPANY at any time, CONTRACTOR shall disclose in detail such accounting practices that CONTRACTOR contends comply with the requirement of this paragraph 16.6.
- 16.7 CONTRACTOR shall not submit any invoices or requests for payment or reimbursement to COMPANY that have not been recorded in the CONTRACTOR's records and accounts using accounting practices that comply with paragraph 16.6.
- 16.8 CONTRACTOR shall follow consistently and without variation the accounting practices described in paragraph 16.6 that are in place at the time of execution of this Contract. A change to such accounting practices may be proposed, however, by either COMPANY or CONTRACTOR. Any such proposed changes must be agreed to in writing and signed by both CONTRACTOR and COMPANY. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this Contract.

ARTICLE 17 - COMPANY RIGHT TO WITHHOLD OR DENY PAYMENT TO CONTRACTOR

- 17.1 If at any time or times, upon audit or otherwise, COMPANY shall determine that any amount paid by COMPANY or invoiced to COMPANY pursuant to this Contract is not or did not constitute an allowable cost or charge under this Contract, COMPANY shall, at its sole discretion, elect one or more of the following options listed below:
- (a) disallow the improper cost or charge and withhold or deny payment as more particularly described in paragraph 17.2;
 - (b) offset the amount of such overpayment against any future payments or retainage due CONTRACTOR hereunder; or
 - (c) submit to CONTRACTOR an invoice in the amount of such overpayment which shall promptly be paid by CONTRACTOR.
- 17.2 COMPANY has the right to withhold or deny payment to CONTRACTOR, when COMPANY has described in writing to CONTRACTOR that:
- (a) CONTRACTOR has not performed a service or failed to provide the goods identified in the invoice;
 - (b) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its Work and/or records and accounts;
 - (c) CONTRACTOR was overpaid by COMPANY as determined by inspection, review, and/or audit of its Work, and/or records and accounts; or
 - (d) CONTRACTOR is determined by COMPANY to be in non-compliance with generally acceptable accounting principles more particularly described in paragraph 16.6.
- 17.3 COMPANY may also, at its discretion, withhold monies due to CONTRACTOR or seek payment from CONTRACTOR on account of:
- (a) adverse claims or liens filed or reasonable evidence indicating the probable filing of adverse claims or liens;
 - (b) failure of CONTRACTOR to make payment to a subcontractor or for equipment, materials or labor; or
 - (c) failure of CONTRACTOR to take appropriate action to correct discrepancies or deficiencies noted by COMPANY during review and inspection of the services or Work performed by CONTRACTOR.
- 17.4 If COMPANY determines that cause exists to withhold or deny payment to CONTRACTOR, COMPANY shall provide written notice to CONTRACTOR that COMPANY is withholding or denying payment to CONTRACTOR. Such notice shall specify the basis for COMPANY withholding payment and the amount to be withheld or denied.

ARTICLE 18 - CONFIDENTIALITY

- 18.1 All information obtained by the CONTRACTOR in the performance of this Contract not in the public domain shall be considered confidential by CONTRACTOR. CONTRACTOR agrees to prevent information and data which it or its employees, agents or subcontractors obtained, directly or indirectly, concerning the Work, the Work site, or any of COMPANY's property, plans or operations, from being disclosed to others without the prior written consent of COMPANY. CONTRACTOR will use the information solely for performance of the Work and for no other purpose. CONTRACTOR will not make or consent to publicity releases or announcements concerning this Contract or CONTRACTOR's participation in the Work. CONTRACTOR shall not take photographs of the Work site or any of COMPANY's property without first obtaining COMPANY's written consent. CONTRACTOR shall require each of its subcontractors and agents to agree to the same limitations and obligations provided for in this paragraph. The provisions of this paragraph shall remain binding obligations on CONTRACTOR until the earlier of the date which is five (5) years after the expiration or termination of this Contract or the date the confidential information has become part of the public domain by means other than disclosures or releases prohibited by this Contract.
- 18.2 Upon completion of the Work under this Contract, CONTRACTOR will (i) return all originals and copies of the confidential information to COMPANY, (ii) destroy any documents, reports, or

drawings developed by CONTRACTOR and embracing confidential information of COMPANY, and (iii) remove from computer memory all of said confidential information therein residing.

ARTICLE 19 - PROPRIETARY RIGHTS

- 19.1 To the extent that the "work made for hire" rule under the Copyright Act of 1976 applies, CONTRACTOR acknowledges and agrees that the product of all Work by CONTRACTOR for COMPANY is a work made for hire and, as such, all rights in the Work belong to and are assigned to COMPANY. In addition, if the "work made for hire" rule under the Copyright Act of 1976 does not apply, CONTRACTOR agrees and hereby acknowledges that all rights in such Work are assigned and belong to COMPANY, and CONTRACTOR agrees to execute all documents requested by COMPANY to effect such assignment. CONTRACTOR specifically acknowledges and agrees that all right, title and interest in and to the product of all Work, including copyright of computer software and related work, is assigned to COMPANY.
- 19.2 All drawings, flow diagrams, sketches, specifications, computer programs and printouts, computer data or other records, regardless of form (hereinafter collectively referred to as "Records"), prepared by CONTRACTOR under the provisions of this Contract, shall be the property of COMPANY and may be used by COMPANY for any purpose. As part of the fulfillment of this Contract, CONTRACTOR shall deliver to COMPANY physical possession of all Records upon completion of the Work, or in the event the Work is terminated for any reason, then immediately upon such termination of the Work.

ARTICLE 20 - COMPLIANCE WITH LAWS, ENVIRONMENTAL LAWS AND REGULATIONS

- 20.1 CONTRACTOR will fully comply with all applicable laws and regulations pertaining to working conditions including, but not limited to, workers' compensation, social security, federal, state and local income tax withholding, unemployment insurance, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and all applicable federal, state and local laws including without limitation those laws affecting employment, business opportunities, and the environment. CONTRACTOR is responsible for the timely payment of any and all employment-related taxes with respect to Work performed by CONTRACTOR. In the event that CONTRACTOR's employees or its subcontractors' employees are deemed to be COMPANY employees by any government authority, CONTRACTOR shall reimburse COMPANY for any corresponding taxes or fees paid by the COMPANY.
- 20.2 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by COMPANY POLICIES APPLICABLE TO CONTRACTORS, a copy of which is attached hereto as Exhibit A and incorporated herein. COMPANY may amend Exhibit A from time-to-time at its sole discretion.
- 20.3 CONTRACTOR acknowledges receipt of, has read and understands, and shall abide by Exhibit B, attached hereto and incorporated herein, covering certain Equal Opportunity Certifications and Agreements applicable to business and operations.
- 20.4 CONTRACTOR also acknowledges receipt of, and shall abide by COMPANY's Contractor Safety Rules and Procedures Manual, if applicable, while performing any Work hereunder.
- 20.5 CONTRACTOR expressly guarantees that for all tools, materials and equipment to be furnished and used, and for all work and labor to be performed under the terms of this Contract and in every activity connected therewith, CONTRACTOR shall comply fully with all applicable Federal, State and local laws, ordinances, rules and regulations, and shall furnish COMPANY evidence of such compliance as COMPANY may require at any time. If the services rendered under this Contract are licensed by the State in which the work is to be performed, CONTRACTOR must obtain and maintain the State license and must submit a copy to COMPANY prior to the performance of work covered by this Contract.
- 20.6 CONTRACTOR agrees that all products furnished or work performed shall be in compliance with all applicable Federal, State and local laws and regulations respecting the environment, including, but not limited to, the Clean Air Act, the Toxic Substance Control Act, the Safe Drinking Water Act, the Comprehensive Environmental Response, Compensation and the Liability Act, the Superfund Amendments and Reauthorization Act, the Environmental Planning and Community

Right-To-Know Act, the Oil Pollution Act of 1990, the Clean Air Act Amendments of 1990, the Migratory Bird Treaty Act, the Endangered Species Act, and the Resource Conservation and Recovery Act. The handling of any solid or hazardous waste subject to the Resource Conservation and Recovery Act shall be in compliance with EPA Regulations at Parts 260 through 265, and Parts 122 through 125 of Title 40, Code of Federal Regulations, and any other applicable regulation under the Resource Conservation and Recovery Act, CONTRACTOR agrees at all times in performance of the work hereunder, to abide by all the Federal, State, and local laws listed above as said laws or regulations may be amended from time-to-time subsequent to the effective date of this Major Service Contract and all other laws, orders, rules and regulations, prescribed by any governmental body having jurisdiction.

20.7 CONTRACTOR agrees that, to the extent the work performed pursuant to this Contract relates to the Consent Decree ("CD") dated September 20, 2010, between COMPANY and the United States Environmental Protection Agency, compliance with the relevant provisions of the CD is required and is of the essence of this Contract.

20.7.1 CONTRACTOR acknowledges receipt of the relevant portions of the CD, which are attached hereto as Exhibit D.

20.7.2 In the event of a material breach of CONTRACTOR's obligations under this Contract which result in a violation of the CD, COMPANY shall be entitled to recover from CONTRACTOR, in addition to any other relief provided by this Contract and by law, a sum of money, not to exceed two (2) times the total fees paid to CONTRACTOR pursuant to any relevant Work Order(s), or in the absence of any relevant Work Order(s), the relevant project pursuant to the Contract, to reimburse the COMPANY for any penalty paid by COMPANY on account of CONTRACTOR's actions or omissions which result in violation(s) of the CD, including court costs and reasonable attorney's fees incurred in connection with the enforcement of this provision. For the avoidance of doubt, this provision is not intended to create any right to recover attorney's fees or costs for any reason other than the enforcement of this provision regarding penalties assessed in connection with CONTRACTOR's non-compliance with the CD.

ARTICLE 21 - INDEPENDENT CONTRACTOR

21.1 CONTRACTOR is an independent contractor with the right to supervise, manage, control, and direct the manner, techniques, procedures, and methods for performing the Work. COMPANY is interested only in the results to be obtained; provided, however, the COMPANY shall be entitled to review and inspect the Work.

21.2 COMPANY shall have the right to request removal from services hereunder any employee(s) of CONTRACTOR who in COMPANY's sole opinion, has engaged in improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. CONTRACTOR shall promptly comply with such request.

ARTICLE 22 - CONTRACTOR DUTIES

22.1 CONTRACTOR shall inspect, prior to commencement of the Work, the premises and facilities for dangers or conditions which may result in personal injury, death or property damage and provide adequate warning to its employees, contractors, and invitees and the necessary precautions.

22.2 CONTRACTOR shall supervise and direct the Work safely, efficiently, and with its best skill and attention.

22.3 CONTRACTOR shall assure that the finished Work complies accurately with the Contract Documents.

22.4 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to:

(a) all employees on the Work and other persons who may be affected by the Work;

- (b) all the Work and all materials or equipment to be incorporated in the Work, whether in storage on or off the site; and
- (c) other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

ARTICLE 23 - FORCE MAJEURE

- 23.1 The term "*force majeure*", as used herein, shall mean an unforeseen event or occurrence beyond the reasonable control and without the fault or negligence of the affected party including, but not limited to, earthquakes, inclement weather, fire, explosions, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disputes or disturbances (excluding strikes, lockouts, boycotts, pickets, labor disputes or disturbances or other industrial disputes or action involving the CONTRACTOR or CONTRACTOR's employees or its subcontractors or vendors or any of their employees), acts of the public enemy, war (declared or undeclared), compliance with any order or directive of any governmental agencies or authorities or representatives of any government acting under claim or color of authority, loss of transportation facilities ordinarily available to and used by a party in the performance of the obligations imposed by this Contract; where such event, occurrence or compliance would render the affected party's performance illegal or physically impossible.
- 23.2 Neither CONTRACTOR nor COMPANY shall be under any obligation or subject to any liability for failure to carry out respectively the terms and provisions of this Contract during the time and to the extent that such failure is due solely to *force majeure*. The party affected by *force majeure* must give notice stating the time of occurrence and full particulars of the *force majeure* in writing to the other party as soon as possible after the occurrence of the *force majeure*. The obligation of the party giving notice of *force majeure* shall be suspended during the continuance of the *force majeure* event. Nothing in this Article shall be construed to relieve either party of its obligation to pay monies due under the Contract.

ARTICLE 24 - SUBCONTRACTING AND ASSIGNMENTS

- 24.1 CONTRACTOR may subcontract any part of the Work with prior written approval of COMPANY, but CONTRACTOR shall not be relieved of or released from, any of its obligations or responsibilities under this Contract. For purposes of this Contract, Work performed by subcontractors shall be deemed to be Work performed by CONTRACTOR. If requested, CONTRACTOR shall provide COMPANY with an executed copy of each subcontract and purchase order issued by CONTRACTOR for the performance of the Work. CONTRACTOR shall ensure that the terms and conditions of any such subcontract or purchase order shall comply with and correspond to the terms and conditions of this Contract. Changes in subcontractors, nature of Work sublet, or scope of Work sublet shall also be subject to the prior written approval of COMPANY.
- 24.2 Neither this Contract nor any rights thereunder shall be assignable by CONTRACTOR without the prior written consent of the COMPANY and any such assignment without COMPANY's prior written consent will be void as to COMPANY.
- 24.3 Each subcontract for a portion of the Work or purchase order with respect to the Work which is assigned by CONTRACTOR to the COMPANY shall provide that such assignment is effective only upon (a) termination of the Contract by the COMPANY, and (b) the assumption of the subcontract or purchase order by COMPANY in writing. Each subcontract of the Work or purchase order with respect to the Work shall provide that, upon termination of the Contract by COMPANY, the COMPANY may, in its sole discretion, assume the rights and obligations of the CONTRACTOR under the subcontract or purchase order arising on or after the effective date of the COMPANY's written assumption of the subcontract or purchase order. CONTRACTOR shall include the following, or a substantially similar provision, in all subcontracts for the Work or purchase order with respect to the Work:

“Upon the termination or suspension, for any reason, of the prime contract between Plains Marketing, L.P. or its Affiliates and Contractor, Plains Marketing, L.P. or its Affiliates may assume this purchase order or this subcontract between Contractor and subcontractor, effective from and after the date of assumption. Any assumption of this purchase order or this subcontract by Plains Marketing, L.P. or its Affiliates shall be in a writing executed by Plains Marketing, L.P. or its Affiliates.”

- 24.4 “Contract Documents” shall mean this Contract, the Exhibits to this Contract, documents listed in, and incorporated by reference in this Contract, and Modifications issued after execution of this Contract. A “Modification” is (1) a written amendment to this Contract signed by both Parties, (2) a Construction Change Order or (3) a written order for a minor change in the Work issued by or on behalf of the COMPANY. Unless specifically enumerated in the Agreement, the Contract Documents do not include Contractor’s Bid Documents.

CONTRACTOR shall obtain a written contract from each of its subcontractors, which contract shall provide that:

1. the subcontractor, to the extent of the work performed by the subcontractor, is bound to the CONTRACTOR by the terms of the Contract Documents;
2. the subcontractor shall be responsible to the CONTRACTOR for all the obligations and responsibilities that the CONTRACTOR is responsible for to Plains Marketing, L.P. or its affiliates pursuant to the Contract Documents and the law;
3. the rights of Plains Marketing, L.P. or its affiliates under the Contract Documents with respect to the Work to be performed by the subcontractor are preserved and protected so that subcontracting thereof will not prejudice such rights;
4. Plains Marketing, L.P. or its affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which the CONTRACTOR has against the subcontractor pursuant to the Contract Documents and the law;
5. Plains Marketing, L.P. or its affiliates shall have the same rights, remedies, redress and causes of action against the subcontractor which Plains Marketing, L.P. or its Affiliates has against the CONTRACTOR pursuant to the Contract Documents and the law;
6. the subcontractor shall have the same rights, remedies, redress and causes of action against the Plains Marketing, L.P. or its affiliates which the CONTRACTOR has against Plains Marketing, L.P. or its affiliates pursuant to the Contract Documents and the law;
7. the subcontractor shall require each of its sub-subcontractors to enter into similar agreements; and
8. in case of any inconsistencies between the Contract Documents and the terms of the subcontract, the terms of the Contract Documents shall govern.

ARTICLE 25 – GOVERNING LAW

- 25.1 The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the state where the COMPANY’s site is located as referenced in the applicable Work Order without reference to the choice of law doctrine of such state.

ARTICLE 26 – PERMITS

- 26.1 Prior to commencing any activities contemplated under this Major Service Contract, CONTRACTOR warrants that it shall obtain and maintain all permits, bonds, and licenses that CONTRACTOR is required by law to obtain in connection with performance of work covered herein and CONTRACTOR shall, upon request, provide copies of said permits, bonds and licenses to COMPANY.

ARTICLE 27 – NOTICES

27.1 All statements, insurance certificates and other routine correspondence shall be sent to COMPANY by registered or certified mail, postage prepaid, return receipt requested, or delivered in person or by commercial courier or sent by facsimile to:

If to COMPANY:
Plains Marketing, L. P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Contracts and Insurance
Facsimile: 713-289-7422

If to CONTRACTOR:

27.2 No legal notice required or permitted hereunder concerning a claim or breach arising hereunder or notice of termination shall be valid unless given in writing and shall be deemed to have been validly given only if delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, facsimile or commercial courier to:

If to COMPANY:
Plains Marketing, L.P.
333 Clay Street, Suite 1600
Houston, Texas 77002
Attn: Lawrence J. Dreyfuss, Vice President
Facsimile: 713-646-4216

If to CONTRACTOR:

ARTICLE 28 – ENTIRETY OF CONTRACT

28.1 This Contract, any Work Order issued hereunder and attachments to this Contract or any Work Order represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work. No terms, conditions, prior course of dealings, course of performance, usage or trade, understandings, purchase orders, or contract purporting to modify, vary, supplement or explain any provision of this Contract shall be effective unless in writing and signed by representatives of both parties authorized to amend this Contract.

28.2 This Contract may be amended or modified only by written amendment signed by both parties. Any attempt by either party, through a Work Order, purchase order, invoice, or other document, to vary in any degree any of the terms of this Contract shall be deemed immaterial and shall be void, unless this provision is expressly waived in an amendment executed as specified hereinabove.

28.3 Drafts of this Contract and correspondence prior to the execution of this Contract shall not be used by either party as evidence of the intent of the parties or otherwise be admissible in evidence in interpreting this Contract.

ARTICLE 29 – SEVERABILITY

29.1 The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

ARTICLE 30 – BINDING EFFECT

- 30.1 All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and permitted assigns of the parties hereto.
- 30.2 It is expressly understood that the provisions of this Contract do not impart enforceable rights in anyone who is not a party or a successor or permitted assign of a party hereto. No third party (including an employee or a contractor of a party) is intended to have or shall have any rights under this Contract.

ARTICLE 31 – EXHIBITS AND WORK ORDERS

- 31.1 Each Exhibit to this Contract and any Work Orders issued pursuant hereto are incorporated herein and made a part hereof for all purposes.

ARTICLE 32 – WAIVER

- 32.1 Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. COMPANY's consent to delay in the performance by CONTRACTOR of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right, shall not be construed as a waiver of such remedy or right.

ARTICLE 33 – ETHICAL BUSINESS PRACTICES

- 33.1 No director, officer, employee or agent of CONTRACTOR shall give or receive any commission, fee, rebate, or gift, except those articles of nominal value given as sales promotion or holiday remembrances, or the value of reasonable entertainment consistent with local social and business custom, or enter into any business arrangement with any director, employee or agent of COMPANY without prior written notification thereof to COMPANY. CONTRACTOR shall promptly notify COMPANY of any violation of this paragraph and any consideration received as a result of such violation shall be paid or credited to COMPANY.
- 33.2 CONTRACTOR shall disclose in writing and shall assist COMPANY in identifying any financial transactions between any employee of COMPANY, including family members, and CONTRACTOR, its officers, directors, shareholders/owners and employees.

ARTICLE 34 – SURVIVAL

- 34.1 Except as otherwise provided herein warranties, covenants and obligations at Articles 7, 8, 13 and 14 shall survive termination or cancellation of this Contract, regardless of the reason for such termination or cancellation, and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Contract as of the day and year first above written.

WORLEY CATASTROPHE RESPONSE

PLAINS MARKETING, L. P.
By Plains Marketing GP Inc.,
Its General Partner

By: 

Name: Michael A. Nalley

Title: CEO

Date: 11/3/11

Taxpayer ID #: 26-2589139

By: 

Name: James L. Ferrell

Title: Vice President - Supply Chain Management

Date: 11/13/11

**EXHIBIT A
COMPANY POLICIES APPLICABLE TO CONTRACTORS**

- I. CONTRACTOR agrees to comply as follows:
- a. (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's No Smoking Policy. The Policy generally prohibits smoking in COMPANY's buildings and on COMPANY's property except as otherwise designated.
 - b. (Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Anti-Harassment Policy while on the premises or engaged in COMPANY business. The Policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.
 - c. (Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to COMPANY's Weapons Policy. The Policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on COMPANY's premises.
 - d. (Search Policy). COMPANY reserves the right to conduct personal searches at any time. COMPANY intends to use personal searches when it believes the Policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this Policy.
 - e. (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to COMPANY's Safety and Security Policies.
 - f. (Drug and Alcohol Policy).
 - i. To notify its employees, subcontractors, agents and representatives of COMPANY's Drug and Alcohol Policy which prohibits CONTRACTOR's employees, subcontractors, agents, and representatives from:
 1. using, possessing, distributing, purchasing or selling drugs or alcohol while on COMPANY premises or while engaged in COMPANY business, including travel to and from a particular work area or areas;
 2. reporting to and/or performing work for the COMPANY with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
 3. refusing to submit to routine searches of their person, their personal property, and COMPANY or CONTRACTOR assigned property, while entering on or leaving COMPANY premises.
 - ii. CONTRACTOR agrees to remove and replace, for the purposes of fulfilling its obligations to the COMPANY under this Contract, any of its employees, subcontractors, agents and representatives found to be in violation of its own anti-drug plan and/or COMPANY's Drug and Alcohol Policy, or those that the COMPANY believes to be in violation of the Drug and Alcohol Policy whose compliance with the Policy cannot be certified to by CONTRACTOR based upon laboratory testing acceptable to the COMPANY.
 - iii. The following paragraphs addressing contractor drug testing policies and procedures are not applicable to contractors providing non-safety sensitive activities and/or services. Contractors providing non-safety activities and/or services (including but not limited to labor, equipment and materials) under the terms and conditions of this Contract are not required to have their own drug testing policies and procedures in place. However, while performing said services for COMPANY, contractor and its employees, agents and representatives are required to comply with the COMPANY's applicable Drug and Alcohol policies, as outlined herein. COMPANY shall be solely responsible for determining whether or not any particular contract services or activities are considered safety sensitive with respect to whether or not a specific contractor must have its own drug and alcohol misuse and prevention program in place.

- iv. If applicable, CONTRACTOR certifies that all of its employees, subcontractors, agents and representatives who may perform work covered by this Contract are subject to Laboratory Testing Provisions which are substantially equal to COMPANY's Policy in all respects (COMPANY's Laboratory Testing Provisions are described in paragraphs 1 through 4 listed below). CONTRACTOR agrees to permit COMPANY, or its authorized representative, access to CONTRACTOR's property and records, without prior notification, for the purposes of examining/auditing CONTRACTOR's policies, practices and procedures pertaining to this requirement. Any deficiencies, as determined by COMPANY, can result in CONTRACTOR being removed from the work and/or being required to implement specified modifications prior to proceeding with work.
- v. The facilities performing the test (laboratory analysis) shall be properly licensed and fully accredited.
- vi. COMPANY conducts drug and alcohol testing under the following circumstances:
 - 1. Pre-employment Testing - All applicants for employment are required to submit to Laboratory Testing following their acceptance of a contingent job offer and prior to beginning work (drug screen only).
 - 2. Reasonable Suspicion Testing - Undertaken when responsible officials have reasonable suspicion to believe an employee is in violation of COMPANY's Policy. For example, Laboratory Testing may be conducted in connection with a search if contraband is found in common areas and ownership cannot be determined; if an employee's performance, involvement in an accident, actions or appearance leads local management to believe there may be a violation of the Policy; or if an employee is charged with or being investigated in connection with a drug-related or alcohol-related criminal offense. The foregoing examples are not meant to be exclusive; other circumstances may arise which would constitute reasonable suspicion to request Laboratory Testing.
 - 3. Random Testing - All employees performing work in safety sensitive positions at all COMPANY locations are subject to random drug and alcohol testing as outlined below, with the exception of employees who are covered by a D.O.T. random testing program.
 - a. COMPANY defines a safety sensitive position as one in which requires that the employee perform the duties which are related to the safe operation or security of a facility or a piece of equipment and which, if not performed properly, could result in a serious safety risk or environmental hazard to employees, a facility, or the general public. All employees who have the direct responsibility of supervising employees who perform such duties are considered as occupying a safety-sensitive position.
 - b. Random Testing will be conducted at an annualized rate of 25% for those who work on pipelines and associated equipment and at 50% for those who fall under FMCSA regulations.
 - 4. Return to Work Testing - Employees who are permitted to return to work following a positive laboratory test or other Policy violation and/or rehabilitation are subject to Laboratory Testing as determined by Health Services, and as outlined in a Return to Work Agreement.
 - 5. Aviation Department Testing - Employees in COMPANY's Aviation Department are subject to periodic unannounced testing at least once per year.
 - 6. Government Required Testing - Employees will be required to submit to Laboratory Testing as required by the U.S. Department of Transportation or by other federal, state or local governmental agencies.
- g. Definitions Contained in COMPANY's Policy
 - i. Company: "COMPANY" shall mean **Plains Marketing, L. P.** and any of **its affiliates** which are listed herein.

- ii. Unauthorized Drugs: For the purpose of this Policy, the term "Unauthorized Drugs" shall mean any substance, other than an Authorized Substance, which is, or has the effect on the human body of being, a narcotic, depressant, stimulant, hallucinogen, or cannabinoid, their precursors, derivatives, or analogues, and includes, but is not limited to, those substances scheduled as controlled substances pursuant to the Federal Controlled Substances Act, inhalants, "designed drugs", and "look-a-likes".
 - iii. Authorized Substances: Substances having a physiological, psychological, or biochemical effect which are lawfully prescribed or which are available without a prescription, which are lawfully obtained by an employee and which an employee possesses and uses in the appropriate manner, in the dosages and for the purposes for which the substances were prescribed or manufactured, are considered "Authorized Substances" for the purposes of this Policy. In the case of alcohol, such is excluded from this definition to the extent its possession or consumption places an employee in violation of the "Alcohol Policy".
 - iv. Company Premises: "Company Premises" includes, but is not limited to, **Plains Marketing, L. P. and Its Affiliates** owned, rented, used, or leased property, including lodging furnished or paid for by the COMPANY; COMPANY work site locations, offices, and/or parking lots; or COMPANY owned, leased, or rented vehicles, aircraft, vessels, or equipment.
 - v. Alcohol: "Alcohol" includes, but not limited to, distilled spirits, liquor, beer, wine, malt liquor or any other intoxicants used for beverage purposes.
 - vi. Under the Influence of Alcohol: "Under the Influence" shall mean that an individual is affected by Alcohol in any detectable manner. Evidence of being under the influence may be established by a professional or lay person's opinion, a physiological test/analysis, or a biochemical test/analysis. An "Under the Influence" determination is not limited to nor must it consist of evidence of impairment of physical or mental ability or misconduct. An employee whose blood alcohol content is found to be equivalent to or greater than the governmentally recognized level for being under the influence shall be presumed to be Under the Influence of Alcohol.
 - vii. Blood Alcohol Content: Additionally, an employee whose blood alcohol level content is determined during work hours to be equivalent to or greater than .04 percent Blood Alcohol Content will be in violation of this Policy.
 - viii. Contraband: "Contraband" for purposes of this Policy shall mean drug paraphernalia.
 - ix. Laboratory Testing: "Laboratory Testing" includes, but is not limited to, a physiological test/analysis or a biochemical test/analysis, including urinalysis, breath analysis, and blood analysis.
 - x. Personal Search: "Personal Search" includes a search of employees' personal property located on COMPANY Premises, including but not limited to, their personal effects, lockers, baggage, desks, lunch boxes, containers, purses, billfolds, parcels; private vehicles if on COMPANY Premises and living quarters, if furnished or paid for by the COMPANY; any COMPANY property assigned to employees; and a limited search of the person.
 - xi. Policy Violations: COMPANY considers any of its employees who have a positive drug test result; have a blood alcohol content .04% or higher during working hours; possess prohibited materials, fail to cooperate with COMPANY requests for testing and/or searches; or who otherwise violate any provision of its Policy are subject to severe disciplinary action up to and including discharge for the first violation.
- h. Resource Listing
- i. American Council for Drug Education 800-488-drug
 - ii. Compliance Services 318-457-2443
 - iii. DISA Contractors Consortium 800-752-6432
 - iv. Drug Regulations Compliance, Inc. 318-868-7569

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| v. Institute for a Drug Free Workplace | 202-842-7400 |
| vi. National Clearinghouse for Alcohol & Drug
Information Workplace Helpline | 800-843-4971 |
| vii. National Institute on Drug Abuse | 301-443-6245 |
| viii. Pipeline Testing Consortium, Inc.
DOT 49CFR, Parts 192, 195 & 199 | 316-669-8800 |
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EXHIBIT B**I. EQUAL OPPORTUNITY**

(applicable to all contracts and purchase orders in excess of \$10,000)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
(applicable to all contracts and purchase orders in excess of \$10,000)

- (1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - (vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the contractor including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (3) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- (5) The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

III. AFFIRMATIVE ACTION FOR DISABLED AND VIETNAM ERA VETERANS

(applicable to contracts and purchase orders in excess of \$10,000)

- (a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
- (c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- (d) The reports required in paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- (e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

- (f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- (g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside his own organization for that opening.
- (h) As used in this clause:
 - (1) "All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - (2) "Appropriate office of the state employment service system" means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.
 - (3) "Positions that will be filled from within the contractor's organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- (i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (j) In the event of a contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- (l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- (m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

IV. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(applicable to all contracts containing the clause "Affirmative Action for Disabled and Vietnam Era Veterans")

- (a) The contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled *Federal Contractor Veterans' Employment Report VETS-100*.
- (c) Reports shall be submitted no later than September 30 of each year.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period July 1 through September 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
- (f) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

V. UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

(applicable to contracts in excess of \$500,000)

Where required by the Contracting Officer and applicable regulations, the subcontractor shall agree to submit and negotiate a subcontracting plan which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

VI. DRUG-FREE WORKPLACE

(applicable to contracts of any dollar value if the contract is with an individual, otherwise applicable to contracts in excess of \$100,000, except contracts for the acquisition of commercial items)

(a) Definitions. As used in this clause---

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. *Directly engaged* is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual

notice of such conviction. The notice shall include the position title of the employee;

- (5) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (6) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs
 - (b) (1) through (b) (5) of this clause
 - (c)The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
 - (d)In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

EXHIBIT C

CONTRACTOR MINIMUM SAFETY REQUIREMENTS

NOTE: The following information is intended to set forth the minimum safety requirements expected by Company from its Contractors (including their subcontractors) in the performance of their obligations hereunder. Each Contractor shall be responsible for ensuring that its subcontractors comply with all of the following requirements. It is at all times the responsibility of each Contractor to implement and enforce any additional safety practices that may be necessary for the safe performance of operations by Contractor personnel and its sub-contractors. Additional job or site specific requirements may be specified by Company Management in its sole discretion as necessary to assure the safety of all persons involved with such operations.

A. PRE-JOB MEETING

Complete understanding of the safety and health requirements of the job are critical to the overall success of the project. After awarding of bids, Contractor(s) may be required to attend a pre-job meeting to discuss Contractor and subcontractor safety requirements and job site safety/hazard information. Contractor shall, at each work location, assign one of its employees, agents or subcontractor's as the "Person in Charge" for the purposes herein identified and stipulated.

B. REPORTING TO WORK:

All Contractor personnel shall report to the appropriate Company representative upon arrival at a work location. Contractor Management shall assure that Contractor personnel are given safety orientations for familiarization with potential job site hazards and emergency procedures specific to the current work location.

C. ACCIDENT, INJURY AND ILLNESS REPORTING PROCEDURES:

All work-related accidents, injuries and illnesses shall be reported immediately, or as soon as is safely possible, to the appropriate Company representative. It is the responsibility of the Contractor's designated person-in-charge to ensure that all accidents on the property or leases of Company involving death, personal injury or illness, fire and/or explosions, property damage, hazardous material spills and vehicles are reported both to Company and to all applicable Federal, State and local governmental bodies and agencies having jurisdiction thereof. Contractor shall provide to the Company, upon request, a list of any recordable injuries (as defined by 29 CFR 1904) that occurred on Company property.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall designate a person-in-charge for administration of these requirements. For contracts involving twenty-five (25) or more contract workers on work location, Contractor shall designate or provide a full-time Site Safety Representative to enforce Company and Contractor's safety requirements.
2. Contractor is to assure that all Contractor personnel are qualified and trained to perform contracted services.
3. Contractor is to provide its personnel with proper and well-maintained equipment, tools and personal protective equipment necessary for the particular job being performed, unless otherwise specified by Contract language.
4. Contractor is to adhere to all applicable Federal, State and local regulations pertaining to a particular operation for which its services are contracted.

5. Contractor is responsible for ensuring that all operations are conducted in a safe manner, and for promptly correcting and reporting to Company and Contractor's employees and subcontractors all known or suspected hazards or unsafe conditions.
6. Contractor is to instruct its personnel to report any known or suspected hazards or unsafe conditions to his/her immediate supervisor.
7. Contractor shall immediately notify the appropriate Company representative if known or suspected hazards or unsafe conditions involve Contractor or Company equipment/personnel.
8. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Injury and Illness Prevention Plan (IIPP) or other written safety program and policy, if required, under Federal, State, or local regulatory agency.
9. Contractor is to assure the work area is maintained in a clean and orderly fashion.

E. PERSONAL PROTECTIVE EQUIPMENT:

This section lists general personal protective equipment requirements for Contractors and Subcontractors working at Company field or plant locations. Company Operations Management may require additional job-specific or site-specific personal protective equipment as necessary to assure the safety of all persons involved with such operations. Always refer to the Company's Personal Protective Equipment Plan for additional requirements at specific field or plant locations.

1. HEAD PROTECTION

It is the policy of the Company that, as a condition of employment, all contractors and visitors while on Company property shall wear hard hats except when in vehicles, in office buildings, or on the parking lots. All visitors shall be provided with a hard hat for temporary use while in the field.

All hard hats must meet ANSI Z89.1-1986 Class B or ANSI Z89.1-1997 Class E requirements for personal Protection – Protective Headwear for Industrial Workers. Metal hard hats are prohibited. The inside of the hard hat should have a label that indicates the following:

Manufacturer's Name ANSI Z89-1986 Class B	or	Manufacturer's Name ANSI Z89.1-1997 Class E
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2. FOOT PROTECTION

It is the policy of the Company that, as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear ANSI Z41-1991 Personal Protection – Protective Footwear[®] approved safety (steel toe) shoes to help prevent foot injuries, ankle injuries, slips, and falls.

All ANSI Z41 approved safety footwear is acceptable. A low heel is recommended for any worker required to climb ladders. Soles are to be slip, chemical, and oil resistant. A puncture resistant foot bed is recommended. Electrical workers should use safety footwear approved for electrical use. Since leather boots and shoes can absorb chemicals and other irritant substances,

rubber boots should be worn when handling chemicals and other materials, which require protection from absorption.

3. EYE/FACE PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work and/or job assignments are required to wear ANSI Z87.1-1989, American National Standard Practice for Occupational and Educational Eye and Face Protection, approved safety glasses (with side shields), goggles, and/or face shields to help prevent eye and face injuries including those resulting from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or light radiation. All ANSI Z-87 approved eye protection will have AZ-87 stamped on the frames and AZ-87 or the manufacturer's code stamped on the lens. Face shields are never to be worn alone. When the activity requires the use of a face shield, approved safety glasses or goggles will be worn also.

4. HEARING PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in posted work areas or any area where the noise level exceeds 90 dBA are required to wear appropriate hearing protection.

Hearing protection should be worn in areas that are not posted if either of the following applies:

- a) There is a potential for temporary elevated noise level such as when high-pressure gases are released.
- b) If it is necessary to raise one's voice in order to talk to others at a distance of three (3) feet or less.

5. PROTECTIVE CLOTHING

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear clothing suited to the work, weather and environment in which they work. Cotton or wool clothing is preferable due to its natural resistance to fire and static electricity. The hazards present in the office are not the same as those found in the field. Office personnel should utilize good judgment when selecting work apparel.

Shirts shall be worn on the job. They shall be buttoned up the front and at the cuffs. Shirrtails shall be tucked into the trousers. Shirtsleeves may be short or rolled up. Tank tops, short tops and sleeveless shirts are not permitted. Full-length pants are required. Shorts or cut-off jeans are not permitted. Loose, ragged, or defective clothing or shoes shall not be worn.

When working around moving or rotating machinery, DO NOT wear any of the following:

- Neckties
- Neck chains
- Gauntlet gloves or gloves that fasten around the wrist
- Loose or ragged clothes
- Handkerchiefs or rags tied in such a way that prevents their movement by one quick, easy pull.

Wearing jewelry such as earrings, rings, wristwatches, or neck chains on the job is discouraged and in some cases, not permitted because they can contribute to accidents or injuries.

Special protective clothing should be used where potential job hazards include:

- Exposure to hazardous chemicals
- Cuts from materials handled
- Other hazards that may be produced by special operations such as short-term exposure to heat or cold

Examples of activities in pipeline operation and maintenance activities that may require special protective clothing include:

- Welding operations
- Electrical work
- Hazardous material handling

(Note: When handling chemicals, follow the protective equipment requirements specified in the MSDS. Contact the Safety Department if you need assistance selecting protective equipment.)

6. HAND PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees working in designated work areas and/or job assignments are required to wear gloves to help prevent hand injuries including cuts, burns, and chemical exposure, for example.

Rings shall be removed while at work in the field. Rings and wristwatches shall always be removed when working around energized electrical equipment and circuits or around moving or rotating equipment. Do not wear gauntlets or gloves that fasten around the wrist when working around moving or rotating equipment. Caution should be exercised when using other styles of gloves that might cause the hand to be pulled into a dangerous area.

Employees in the following designated work areas are required to wear protective gloves:

- Electricians
- Line Men
- Welders
- Welders' helpers
- Pipe fitters
- Pipe wrappers
- Chemical handling
- Those working around steam or hot equipment

7. FALL PROTECTION

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to unprotected work heights over six (6) feet shall use appropriate fall protection. Climbing and fall protection is provided in the workplace to minimize the risk of falls. Protection may be accomplished through the design of the facility and/or provision of personal safety gear. Fall protection equipment may include:

- Full body safety harnesses with appropriate lanyard(s)
- Safety climbs

- Personnel lifts
- Safety nets

8. RESPIRATORY PROTECTION EQUIPMENT

It is the policy of the Company that as a condition of employment, all contract and temporary employees exposed to atmospheres that are oxygen deficient (less than 19.5% O₂), contains asphyxiates (e.g., N₂ or CO₂), contains harmful concentrations of toxic contaminants (e.g., H₂S, NH₃, C₁₂, SO₂ or CO) or contain particulate contaminants (e.g., dust, fumes, chemical mist, smoke, etc.) shall use the appropriate respiratory protective equipment. Respiratory protective equipment and use will meet NIOSH and ANSI Z88.1 requirements.

Contractor Supervisors shall provide approved respiratory protective equipment for all exposed company employees. The correct type of respiratory shall be specified for each job. Contractor Supervisors shall ensure employees are properly trained in the use of the respiratory protective equipment. Contractors required to use respiratory protective equipment will have a written Respiratory Protection Policy in compliance with 29 CFR 1910.134.

Only an air-supplied respirator with an egress bottle shall be used in atmospheres immediately dangerous to life and health – 1DLH (containing harmful concentrations of toxic contaminants such as H₂S, NH₃, C₁₂, SO₂ or CO) or are oxygen deficient (areas that contain less than 19.5% oxygen). Air purifying respirators are not allowed for this kind of environment.

Inspections of all respiratory protective equipment shall be completed before each use including a check of the tightness of connections and the condition of the face piece, valves, connecting tubes and headbands. Cylinders are to be refilled with breathing air certified as Grade AD, or better. Never use pure oxygen in an industrial respirator. Rubber or other elastic parts shall be inspected for pliability and signs of deterioration.

9. PERSONAL FLOTATION DEVICES

Contractor's personnel working or traveling over water shall have access to an U.S.A Coast Guard-approved personal flotation device (PFD).

A personal flotation device (PFD) must be available when riding in a boat. The PFD must be worn when riding anywhere other than inside the cab of the boat. When riding or working in a small open boat, a PFD must be worn at all times.

When working within a platform guardrail, a PFD need not be worn. If the work is being done outside of the guardrail, or if there is no guardrail, each employee must be wearing a personal flotation device.

10. OTHER PERSONAL PROTECTIVE EQUIPMENT

In addition to the protective equipment described above, special situations may require the use of additional personal protective equipment. Each Contractor shall be solely responsible for recognizing when such equipment is required and shall be responsible to provide such equipment. Company Operations Management, at its sole discretion, may also specify additional personal protective equipment requirements.

F. CONTRACTOR PERSONNEL SAFE WORK PRACTICES

This section lists basic safe work practice requirements for Company field or plant locations. Company Operations Management at its sole discretion may require additional

job-specific safe work practices as necessary to assure the safety of all persons involved with such operations.

1. SAFETY MEETINGS

Contractors and subcontractors are encouraged to conduct daily tailgate safety meetings to discuss the day's work assignments and proper safety precautions. Contractor personnel may attend Company on-the-job safety meetings when held at Company locations, at the discretion of the appropriate Company representative. Prior to beginning an unfamiliar, hazardous or major project, Contractor personnel will conduct a safety meeting to discuss safe procedures and work practices.

2. SMOKING

Smoking is absolutely prohibited at all facilities except in designated smoking areas.

3. SIGNS

Contractor personnel shall be familiar with and comply with signs posted throughout Company facilities.

4. LOCK-OUT/TAG-OUT

All Contractors are required to be familiar with and comply with Company site-specific lock-out/tag-out procedures while working on powered equipment, when performing confined space entry operations, breaking open lines or closed systems, or other operations where the control of potential hazardous energy releases is necessary for personnel safety. Said procedures shall be made available by Company representative as necessary and required.

5. CONFINED SPACE ENTRY

All Contractors performing work involving Confined Space Entry as defined by pertinent OSHA regulations shall be familiar and comply with Company site-specific confined space entry permit procedures. Confined space entry permits shall be issued by Company personnel ONLY, unless otherwise specified by Company Operations Management. All contract personnel involved in Confined Space Entry shall, if requested, demonstrate that they have completed a Confined Space Entry training program meeting 29 CFR 1910.145, or applicable State regulation, prior to performing any Confined Space Entry operations.

6. HOT WORK/OTHER HAZARDOUS WORK

All Contractors conducting Hot Work (including without limitation welding, cutting, grinding) or other Hazardous Work as defined by Company Operations Management are required to be familiar with and comply with Company site-specific Hot Work / Hazardous Work Permit Procedures. ONLY Company personnel shall issue Hot Work / Hazardous Work permits unless otherwise specified by Company Operations Management.

7. HAZARD COMMUNICATION

- a. Contractor shall be familiar with and comply with Company site-specific Hazard Communication Program requirements and procedures.
- b. Company will provide to Contractor, upon request, an appropriate Material Safety Data Sheet (MSDS) for hazardous chemicals or

materials maintained on a specific site or sites by Company. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communications Regulations (29 CFR 1910.1200).

- c. Contractor shall provide to Company, upon request, an appropriate MSDS for any hazardous material or chemical, which Contractor brings on site. Such hazardous materials or chemicals will be properly stored and marked in accordance with OSHA Hazard Communication Regulations (29 CFR 1910.1200).
- d. Contractor shall provide to Company, upon request, a copy of the contractor's written Hazardous-Communication Program, in compliance with 29 CFR 1910.1200 and/or local state OSHA regulations.

8. PROCESS SAFETY MANAGEMENT

All contractors performing work on or near a Company facility governed by the Process Safety Management regulations (29 CFR 1910.119) will document that they have completed Process Safety Management training prior to performing any work at that facility. Company Operations Management will provide guidelines to the Contractor for this training, if necessary.

9. DEPARTMENT OF TRANSPORTATION

All contractors performing work on or near a Company facility governed by the Department of Transportation regulations (49 CFR Parts 190-199 and/or 49 CFR Part 382) shall have in effect a Drug and Alcohol Prevention Plan which, at a minimum, meets the requirements of those regulations. In addition, if the Contractor provides services that are governed by these regulations, the Contractor must have in effect a current Drug and Alcohol Prevention Plan that meets the requirements of those regulations. Contractor shall provide to the Company, upon request, a copy of the Contractor's written Drug and Alcohol Prevention Plan for review. Contractors providing services governed by these regulations must provide proof of training for Qualified Individuals under their Drug and Alcohol Prevention Plan.

10. HAZWOPER

All Contractors performing work regulated by OSHA HAZWOPER regulations (29 CFR 1910.120) or D.O.T. Hazardous Material regulations (49 CFR Parts 171-181) shall demonstrate that its assigned personnel have completed a training program at or above the level required for the work performed.

11. TRAINING

Contractors are solely responsible for ensuring that their employees are trained in accordance with applicable Federal, State, or local safety and health regulations, and that such training is documented. Such documentation may be subject to review by Company at any time prior to, during, or after the completion of the work throughout the term of this Master Service Contract.

EXHIBIT D
CONSENT DECREE

FOR THE SOUTHERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
PLAINS ALL AMERICAN PIPELINE, L.P.; PLAINS PIPELINE, L.P.; PLAINS MARKETING GP INC.; and PLAINS MARKETING, L.P.,)	
)	
Defendants.)	

CONSENT DECREE

Plaintiff, United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a Complaint in this action concurrently with the lodging of this Consent Decree, alleging that the Defendants, Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (hereinafter collectively referred to as "Plains"), are liable for civil penalties and injunctive relief to the United States pursuant to the Clean Water Act ("CWA" or the "Act"), 33 U.S.C. § 1251 et seq., as amended.

Plains neither admits nor denies any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I of this Consent Decree (Jurisdiction and Venue), and with the consent of the Parties, **IT IS HEREBY ADJUDGED, ORDERED, AND DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action, pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section(s) 309(b), 309(d), 311(b), and 311(n) of the CWA,

33 U.S.C. §§ 1319(b), 1319(d), 1321(b), and 1321(n). This Court has personal jurisdiction over the Parties to this Consent Decree. Venue is appropriate in this District pursuant to 33 U.S.C. § 1319(b) and 28 U.S.C. §§ 1391(b) and (c), and § 1395(a), because Plains resides, is located, and otherwise may be found in this judicial district, and Plains conducts business in this judicial district. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Plains consents to this Court's jurisdiction and to venue in this judicial district.

2. For purposes of this Consent Decree only, Plains agrees that the Complaint states claims upon which relief may be granted pursuant to CWA Section(s) 309 and 311, 33 U.S.C. §§ 1319 and 1321.

II. APPLICABILITY

7. Plains shall provide a copy of this Consent Decree to all officers and supervisory employees whose duties include compliance with any provision of this Consent Decree. Plains shall provide a copy of Sections V, VI, X, and any other relevant portion of this Consent Decree to any other employee or agent whose duties include compliance with any provision of this Consent Decree, as well as to any contractor retained to perform work required under this Consent Decree. Plains shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Plains shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

III. DEFINITIONS

9. Terms used in this Consent Decree that are defined in the CWA or in regulations promulgated pursuant to the CWA shall have the same meanings assigned to them in the CWA or such regulations, unless otherwise provided in this Consent Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

A. "Category I Pipeline(s)" shall mean Pipelines that are regulated pursuant to the Safety Regulations and are not Category II, Category III, or Category IV Pipelines;

B. "Category II Pipeline(s)" shall mean Pipelines that are regulated pursuant to the Safety Regulations and are either Category II-A (Gathering) Pipelines or Category II-B (Low-Stress) Pipelines;

i. "Category II-A (Gathering) Pipeline(s)" shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any Unusually Sensitive Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. "Category II-B (Low-Stress) Pipeline(s)" shall mean any section of Category II Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any Unusually Sensitive Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level equal to or less than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

C. "Category III Pipeline(s)" shall mean Pipelines that are not regulated pursuant to the Safety Regulations and are either Category III-A (Gathering) Pipelines or Category III-B (Low-Stress) Pipelines;

i. "Category III-A (Gathering) Pipeline(s)" shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter from 6 5/8 inches (168 mm) to 8 5/8 inches (219.1 mm);
- b. Is located in or within one-quarter mile (.4 km) of any High Consequence Area; and
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level greater than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure of more than 125 psi (861 kPa) gage.

ii. "Category III-B (Low-Stress) Pipeline(s)" shall mean any section of Category III Pipeline that meets all of the following criteria:

- a. Has a nominal diameter of 8 5/8 inches (219.1 mm) or more;
- b. Is located in or within one-half mile (.8 km) of any High Consequence Area; and.
- c. Operates at a maximum pressure established under 49 C.F.R. § 195.406 corresponding to:
 1. A stress level equal to or less than 20-percent of the specified minimum yield strength of the Pipeline; or
 2. If the stress level is unknown or the Pipeline is not constructed with steel pipe, a pressure equal to or less than 125 psi (861 kPa) gage.

D. "Category IV Pipeline(s)" shall mean all Pipeline other than Category I Pipeline(s), Category II Pipeline(s), or Category III Pipeline(s);

E. "Centerline Verification" shall mean the process of validating the accuracy of the Pipeline centerline in the Geographic Information System ("GIS")

spatial database to its true global location so as to comply with the National Pipeline Mapping System ("NPMS") quality rating of "G" (good) or better;

F. "Complaint" shall mean the complaint filed by the United States in this action;

G. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto;

H. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day;

I. "Defendants" shall mean Plains All American Pipeline, L.P.; Plains Pipeline, L.P.; Plains Marketing GP Inc.; and Plains Marketing, L.P. (collectively referred to herein as "Plains");

J. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

K. "Effective Date" shall have the definition provided in Section XIV of this Consent Decree;

L. "High Consequence Area(s)" or "HCA(s)" shall have the same meaning as described in 49 C.F.R § 195.450;

M. "Listed Discharges" shall mean the discharges of crude oil from Plains' Pipelines and Replacement and/or Substitute Breakout Tanks into the environment that are listed in Appendix A to this Consent Decree;

N. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral;

O. "Parties" shall mean the United States and Defendants;

P. "PHMSA" shall mean the Pipeline and Hazardous Materials Safety Administration, currently an agency of the United States Department of Transportation, and any of its successor departments or agencies;

Q. "Pipeline" shall mean any pipe operated by Plains in the United States used for crude oil service, other than intra-facility flowlines, intra-facility

gathering lines, or Pipeline permanently removed from service (emptied of crude oil and purged); provided that, if any Pipeline removed from service is subsequently put back into crude oil service, the Pipeline shall be subject to all applicable requirements of this Consent Decree;

R. "Plaintiff" shall mean the United States;

S. "Replacement and/or Substitute Breakout Tank(s)" shall mean any aboveground crude oil tank owned and/or operated by Plains that is used as a replacement and/or substitute (regardless of whether it is a permanent, temporary, or stand-by replacement or substitute) for an existing breakout tank used to relieve surges in Pipelines, including but not limited to relief tanks.

T. "Safety Regulations" shall mean the PHMSA regulations promulgated at 49 C.F.R. Part 195, as in effect on the Effective Date;

U. "Section" shall mean a portion of this Consent Decree identified by a roman numeral;

V. "Segment" shall mean a discrete section of a Pipeline that is bounded and defined by instrumentation, such as meters, or by physical features, such as valves;

W. "Slack-Line Operations" shall mean Pipeline operating conditions during which a given Segment of Pipeline is not entirely filled with oil or is partly void;

X. "United States" shall mean the United States of America, acting on behalf of EPA; and

Y. "Unusually Sensitive Area(s)" or "USA(s)" shall have the same meaning as described in 49 C.F.R § 195.6.

V. COMPLIANCE REQUIREMENTS

14. Until termination of this Consent Decree, Plains shall implement or continue to implement the measures contained in this Section with the objective of preventing future unauthorized discharges of crude oil from Plains' Pipelines and Replacement and/or Substitute Breakout Tanks.

15. **Enhanced Integrity Management and Corrosion Control.**

A. IMP Requirements for Category I, Category II-B, and Category III-B Pipelines. Plains shall assess, operate, and maintain all Category I, Category II-B, and Category III-B Pipelines in accordance with the requirements of Plains' IMP, subject to the requirements of sub-paragraph 15.G.

B. RSP Screening of Category II-A, Category III-A, and Category IV Pipelines. Plains shall assess, operate, and maintain all Category II-A, Category III-A, and Category IV Pipelines in accordance with the requirements of Plains' RSP, subject to the requirements of sub-paragraph 15.G. Plains shall develop and implement action plans detailing risk mitigation actions to address the risks or other anomalies found during the RSP in accordance with the risk category schedule set forth in Section 7 of Plains' RSP (or the corresponding section(s) of any updated versions of Plains' RSP).

C. Integrity Management of Category II and Category III Pipelines.

- i. Category II-A and Category III-A (Gathering) Pipelines. For all Category II-A and Category III-A Pipelines as of the Effective Date of this Consent Decree, Plains shall operate and maintain such Pipelines in conformity with the safety requirements for rural gathering pipelines established in 49 C.F.R. 195.11(b); provided, however, that with respect to the specific provisions listed below, Plains shall also meet the following accelerated schedules:
 - a. By no later than the Effective Date, Plains shall identify all Segments of Pipeline meeting the definition of either a Category II-A or Category III-A Pipeline; and
 - b. By no later than the Effective Date, Plains shall develop and implement a continuing public education program as described in 49 C.F.R. § 195.440; and
 - c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.
- ii. Category II-B and Category III-B (Low-Stress) Pipelines. In addition to the requirements of sub-paragraph 15 .A, for all Category II-B and

Category III-B Pipelines as of the Effective Date of this Consent Decree, Plains shall:

- a. By no later than the Effective Date, identify all Segments of Pipeline meeting the definition of either a Category II-B or Category III-B Pipeline; and
- b. By no later than July 3, 2013, Plains shall complete baseline assessments of all Category II-B and III-B Pipelines in conformity with 49 C.F.R. § 195.452(c). By no later than January 3, 2011, Plains shall complete at least 50-percent of these baseline assessments (based on the total mileage of Category II-B and III-B Pipeline to be assessed), beginning with the highest risk pipe; and
- c. By no later than July 3, 2010, Plains shall develop and implement a corrosion control program as described in 49 C.F.R. Part 195, subpart H.

D. New Pipeline Acquisitions.

- i. Initial Screening. Plains shall complete initial screening of all Category II-A, Category III-A, and Category IV Pipeline(s) purchased or otherwise acquired by Plains after July 1, 2009, in accordance with Plains' RSP, pursuant to the following schedule:
 - a. Provided that digital maps with Centerline Verification of the Pipeline(s) purchased or otherwise acquired are available to Plains, Plains shall complete initial screening of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened; or
 - b. If digital maps with Centerline Verification are not available for any portion of the Pipeline(s) purchased or otherwise acquired, Plains shall complete initial screening of all Pipeline(s) with digital maps and Centerline Verification at a rate of no less than 1,000 miles of Pipeline per twelve-month period from the date of each purchase or acquisition until all such newly purchased or acquired Pipeline is screened. After completing initial screening of all such Pipeline(s) with digital mapping and Centerline Verification, Plains shall complete GIS digital mapping, Centerline Verification, and initial screening of no less than 500 miles of Pipeline without digital mapping and Centerline Verification per twelve-month period from the date initial screening of the Pipeline(s) with digital mapping and Centerline Verification is complete until all such purchased or acquired Pipeline(s) is digitally mapped, Centerline-Verified and screened.
 - c. For purposes of determining the rate and deadline for completing initial screening under this sub-paragraph 15. D., the availability of digital maps with Centerline Verification shall be determined individually for each separate purchase or acquisition of Pipeline. If Plains makes additional purchases or acquisitions of Pipeline

before completing initial screening of an earlier purchase or acquisition covered by this sub-paragraph 15.D., Plains shall complete initial screening of all Pipelines purchased or otherwise acquired at an overall rate of no less than 1,000 miles of Pipeline per twelve-month period until only one set of Pipeline(s) purchased or acquired remains to be initially screened, in which case Plains shall complete initial screening of the remaining set of Pipeline(s) in accordance with sub-paragraph 15.D.i.a or 15.D.i.b., as applicable.

- ii. Integrity Management of Newly Purchased or Acquired Category II and Category III Pipelines. Plains shall determine the proper Category for newly purchased or acquired Pipeline(s) at the time of purchase or acquisition, and based on mapping available at that time. For any Category II or Category III Pipelines purchased or otherwise acquired after the Effective Date of this Consent Decree, Plains shall also comply with the requirements of sub-paragraph 15.C. by the specified deadlines if the deadline for a particular requirement will not pass within six months from the date of purchase or acquisition. If a deadline specified in sub-paragraph 15.C. has already passed or will pass within six months from the date of purchase or acquisition, Plains shall comply with the requirements of sub-paragraph 15.C., as well as sub-paragraph 15.A for Category II-B and III-B Pipeline(s), within six months from the date of purchase or acquisition. If subsequent centerline verification requires that a newly purchased or acquired Pipeline be designated under a different Category, Plains shall have six months from the date of such re-categorization to comply with the requirements of this Paragraph.

E. Geographic Information Systems ("GIS") Mapping. By no later than July 1, 2010, Plains shall complete initial digital GIS mapping and Centerline Verification of all Pipelines operated by Plains as of May 1, 2010. For any Pipeline(s) purchased or acquired by Plains after May 1, 2010, Plains shall complete initial digital GIS mapping and Centerline Verification of all such Pipelines in accordance with the schedules and requirements provided in sub-paragraph 15.D.i.b.

F. Anode Beds, Internal Corrosion Control, and Close Interval Surveys. Plains shall spend no less than a total of \$6,000,000 during the two-year period including calendar years 2010 and 2011 on the following activities to mitigate threats posed by corrosion of Plains' Pipeline(s): (i) replacement or installation of no fewer than 120 anode beds and/or rectifiers; (ii) installation of equipment to inject corrosion inhibitor and biocides for internal corrosion control, and (iii) performance of close interval surveys on no fewer than 2400 miles of Pipeline.

G. Subsequent Revisions to Plains' IMP or RSP.

- i. From the Effective Date until the termination of this Consent Decree, Plains shall not implement any material changes to Plains' IMP or RSP

that are less protective of navigable waters and/or adjoining shorelines, as those terms are defined in 33 U.S.C. § 1362 and any implementing regulations, without prior written approval from EPA. For the purpose of this Consent Decree, "material changes" shall mean any change that:

- a. removes the designation of any Segment of Pipeline that, as of the Effective Date, Plains has designated as one that "could affect a HCA," or removes this designation from any Segment of Pipeline that Plains is required to so designate pursuant to the requirements of this Consent Decree, except with respect to a Pipeline or Segment of Pipeline that is permanently removed from service after the Effective Date by emptying it of all crude oil and purging it; or
- b. reduces the stringency of the Pipeline risk assessment, evaluation, and repair procedures, methods, and criteria established in Plains' IMP and/or RSP such as:
 1. baseline assessment or risk screening procedures and methods;
 2. requirements for implementing and/or re-assessing RSP Action Plans, as well as the underlying Pipeline preventative and mitigative measures; or
 3. extends the required timeframes for performing any of the actions described in this subparagraph 15.i.b.
- ii. Within 90 Days after receiving notice from EPA that Plains has made a material change to its IMP or RSP in a manner that EPA has determined to be less protective of navigable waters, or within such other time as agreed to by EPA, Plains shall implement its former IMP or RSP, or shall implement modifications that EPA determines are equivalent to the former provisions of Plains' IMP or RSP.

16. Enhanced Pipeline Leak Detection.

A. Weekly Aerial Patrols. Plains shall conduct weekly aerial patrols (weather permitting) of all Category I Pipeline(s), Category II-A Pipeline(s), Category II-B Pipeline(s), and Category III-B Pipeline(s), including any such Pipeline purchased or otherwise acquired after the Effective Date of this Consent Decree to identify indications of a leak or spill of oil. Plains shall also conduct weekly aerial patrols (weather permitting) of all Pipeline Segments in the systems from which the discharges listed in Appendix A occurred. At its option, Plains may conduct the weekly patrols (weather permitting) on foot or by motorized vehicle, provided that, in such instances, Plains shall visually inspect surface conditions over the entire Pipeline right-of-way that would otherwise be flown in order to identify indications of a leak or spill of oil.

B. Implementation of API 1130 Compliant CPM Leak Detection. Plains will comply with the performance standards for Computational Pipeline Monitoring (“CPM”) Leak Detection described in API 1130 on the Segments of Pipeline identified in “Appendix B,” for so long as those Segments of Pipeline are in service. By no later than December 31, 2011, Plains shall install CPM equipment on an additional 30 Segments of Pipeline and operate such Segments of Pipeline and CPM equipment in accordance with API1130.

C. Enhancement of API 1130 Compliant CPM Leak Detection and Minimization of Slack-Line Operations.

- i. Investigation. By no later than December 31, 2011, Plains shall complete and document an investigation of the Pipeline Segments listed on Appendix B (and any Segments added to CPM pursuant to sub-paragraph 1 6.B) that is designed to identify potential enhancements to Plains’ leak detection capabilities and measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems on those Pipeline Segments. This investigation shall incorporate, but is not limited to, an evaluation of the following elements:
- a. Reviewing both the migration of the CPM Pipeline Segments listed on Appendix B to, and the implementation of the additional 30 new CPM Pipeline Segments referenced in sub-paragraph 1 6.B in, the Telvent OASySTM DNA Pipeline Monitoring (PLM) CPM application used in Plains’ Midland, TX Operational Control Center;
 - b. Examining Slack-Line Operations on all Pipeline Segments subject to this sub-paragraph 16.C, including an analysis of whether reduction or elimination of Slack-Line Operation is practicable, and the effect of such reduction or elimination on leak detection capability. The examination of Slack-Line Operations shall include, but is not limited to, an evaluation of:
 - 1. Slack-Line Operations during “shut-in” and flowing Pipeline operating conditions, including by reviewing recent and relevant over/short measurements;
 - 2. The amount of slack volume during “shut-in” and flowing Pipeline operating conditions;
 - 3. The amount of time required to refill the Pipeline(s) during “start-up” operations;
 - 4. The ability of the CPM systems to adhere to API 1130 considering the effect of Plains’ Slack-Line Operations and over/short

measurement capabilities on CPM leak detection capabilities; and

5. Measures to minimize Slack-Line Operations and/or mitigate the effects of Slack-Line Operations on the CPM leak detection systems. Such measures may include, but are not limited to, consideration and implementation of one or more of the following for each Segment of Pipeline:

- A. No action required, provided that current CPM leak detection system tolerances are adequate to detect leaks and/or spills given the Pipeline's Slack-Line Operations or Slack-Line Operations are not present;
- B. Revision of operating procedures for the applicable Segment of Pipeline, including the "start-up" and "shut-in" procedures;
- C. Installation of valves or pressure control devices to provide additional back-pressure, taking into consideration the limitations of the Segment of Pipeline and connecting facilities to safely contain such pressure; and
- D. Adjusting the CPM alarm limits to account for the expected refilling of the slack volumes so that leaks or spills are detected, but false indicators are avoided.

- c. Historical SCADA data or other available data to identify and examine uncertainties and/or variability in measured Pipeline flow rates, operating pressures, temperatures, tank levels, and/or Pipeline operations in order to: (i) determine Plains' CPM leak detection capability and (ii) determine achievable Pipeline Segment alarm limits that do not result in excessive nuisance alarms.

- ii. Action Plans. Based on the findings of the investigation described above, Plains shall develop action plans as the investigation progresses. Such action plans shall include one or more of the measures identified in sub-paragraph 16.C.i.b.5. and any other actions that Plains may also take to improve the leak detection system and/or minimize Slack-Line Operations. Plains shall complete the development of all action plans by no later than March 31, 2012. Plains shall complete implementation of all enhancements to the CPM leak-detection capabilities and/or Slack-Line Operations identified in the action plans prior to Plains submitting a request for termination of this Consent Decree.

17. Requirements for Replacement and/or Substitute Breakout Tanks.

- A. By no later than the Effective Date of the Consent Decree, Plains'

Replacement and/or Substitute Breakout Tanks must meet the following requirements:

- i. Requirement for "Sufficient Capacity": All Replacement and/or Substitute Breakout Tanks must meet the design capacity requirements specifically needed to receive and safely contain oil from surges, pressure relief events, operational upsets, or other abnormal events in the associated pipeline system, as well as any applicable design capacity requirements necessary to comply with good engineering practice.
- ii. Requirement for "Secondary Containment":
 - a. "Secondary Containment" for Replacement and/or Substitute Breakout Tanks shall mean secondary containment and/or other diversionary structures sufficient to contain the entire capacity of the Replacement and/or Substitute Breakout Tank and sufficient freeboard to contain precipitation. In all cases, the entire system for Secondary Containment, including walls and floor, must be sufficiently impervious so as to contain oil, and must be constructed so that any discharge from the primary containment system will not escape the system for Secondary Containment before cleanup occurs; and
 - b. All Replacement and/or Substitute Breakout Tanks must be properly located within Secondary Containment areas until the tank is permanently closed. The Secondary Containment requirement shall apply regardless of whether the Replacement and/or Substitute Breakout Tank is being used for supplemental storage capacity during an abnormal event and existing Secondary Containment is not available. In such circumstances, Secondary Containment must be constructed and the Replacement and/or Substitute Breakout Tank must be properly located within such Secondary Containment areas until the Replacement and/or Substitute Breakout Tank is permanently closed.

18. **Personnel and Training.**

- A. Plains will preserve and staff the following employee positions until at least July 31, 2011:
 - i. PHMSA/IMP Records Coordinator and five records specialists;
 - a. Pipeline Integrity Coordinator for Non-PHMSA Regulated Pipelines;
 - ii. Pipeline Integrity Coordinator for Internal Inspection;
 - iii. Senior Measurement and Quality Control Manager;
 - iv. Pipeline Control Center Training Supervisor;
 - v. Control Center Shift and Console Supervisors;

- vi. One Call Administrator; and
- vii. Two Leak Detection Engineers.

B. If an employee filling any of the positions listed above in sub-paragraph 18.A is not able to perform his/her duties for an extended period of time, is terminated, or leaves his/her employment with Plains, Plains shall designate an alternate employee as soon as possible who is capable of performing all duties, responsibilities, and authorities required by the position until the original employee is able to resume his/her position or a new full-time replacement is employed by Plains.

C. Plains shall train all employees assigned to operate and maintain Category III-A and Category IV Pipelines in conformity with the Operator Qualification requirements of 49 C.F.R. 195, subpart G. Plains shall also conduct mandatory pre-screening testing for all new pipeline controller applicants using a computer simulator-based console operator assessment.

19. Plains shall train field personnel performing Pipeline maintenance on proper Pipeline cleaning techniques and procedures.

20. Permits. Where any compliance obligation under this Section requires Plains to obtain a federal, state, or local permit or approval, Plains shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Plains may seek relief under the provisions of Section VIII of this Consent Decree (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Plains has submitted timely and complete applications and has taken all other actions necessary to obtain such permit or approval.

VI. REPORTING REQUIREMENTS

21. Plains shall submit the following reports to the persons designated in Section XIII of this Consent Decree (Notices):

- A. By no later than six months after the Effective Date, and every sixth months thereafter until this Consent Decree terminates pursuant to Section XVII of this

Consent Decree (Termination), Plains shall submit a semi-annual report to EPA that shall discuss, for the preceding six months: (i) the status of the compliance measures required under Section V of this Consent Decree; (ii) a detailed listing of the specific items for which expenditures required under sub-paragraph 15.F. were made; (iii) Plains' progress regarding the completion of any required milestones under this Consent Decree, including, but not limited to summaries of the RSP Action Plans required pursuant to sub-paragraph 15.B. and a description of actions taken pursuant to the RSP Action Plans during the preceding six months; (iv) summaries of each action plan developed pursuant to sub-paragraph 16.C.ii. and a description of actions taken to implement the action plans during the preceding six months; (v) any problems encountered or anticipated in complying with this Consent Decree, as well as implemented or proposed solutions; (vi) the status of any necessary permit applications; (vii) a listing and description of any material changes Plains has made to its IMP or RSP (including a copy of any amendments thereto); and (viii) the total miles of Pipeline purchased, acquired, or sold during the preceding six months, if any.

B. The reports required under this Section shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Plains shall so state in the report. Plains shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Plains becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Plains of its obligation to provide the notice required by Section VIII of this Consent Decree (Force Majeure).

22. Each report submitted by Plains under this Section shall be signed by an official of the submitting party and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on any personal knowledge I may have and my

inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

23. The reporting requirements of this Consent Decree do not relieve Plains of any reporting obligations required by the CWA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

24. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

X. INFORMATION COLLECTION AND RETENTION

44. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry with respect to Plains' Pipeline and/or Replacement and/or Substitute Breakout Tanks or any other facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

1. monitor the progress of activities required under this Consent Decree;
2. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
3. obtain samples and, upon request, splits of any samples taken by Plains or its representatives, contractors, or consultants;
4. obtain evidence, including documents, photographs, and other data; and
5. assess Plains' compliance with this Consent Decree.

45. Upon request, Plains shall provide EPA or its authorized representatives splits of any samples taken by Plains. Upon request, EPA shall provide Plains splits of any samples taken by EPA.

46. Notwithstanding the provisions of Section XVII of this Consent Decree (Termination), until five years after the termination of this Consent Decree, Plains shall retain, and shall instruct its contractors and agents to preserve, all documents, records, or other information

(including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that are generated in connection with or as part of Plains' performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Plains shall provide copies of any documents, records, or other information required to be maintained under this Paragraph, subject to the assertion of privilege as described in Paragraph 47.

47. At the conclusion of the information-retention period provided in the preceding Paragraph, Plains shall notify the United States at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Plains shall deliver any such documents, records, or other information to EPA within 30 days of the United States' request. Plains may assert that certain documents, records, or other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Plains asserts such a privilege, it shall provide the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title (if the title is available) of each author of the document, record, or information; (4) the name and title (if the title is available) of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Plains. However, any underlying documents, records, or other information from which Plains has compiled the semi-annual reports required under Section VI of this Consent Decree (Reporting Requirements) or any other submission required by this Consent Decree shall not be withheld on grounds of privilege.

48. Plains may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that Plains seeks to protect as CBI, Plains shall follow the procedures set forth in 40 C.F.R. Part 2.

49. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws,

regulations, or permits, nor does it limit or affect any duty or obligation of Plains to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XVII. TERMINATION

66. By no earlier than July 31, 2013, and after Plains has completed performance of its obligations required by this Consent Decree, including Section IV (Civil Penalty), Section V (Compliance Requirements), Section VI (Reporting Requirements), and the payment of any accrued stipulated penalties, Plains may submit to the United States a written Request for Termination, stating that Plains has satisfied those requirements, together with all necessary supporting documentation.
