EMERGENCY RESPONSE ACTION PLAN

Irving, TX Terminal

Prepared for:

ExxonMobil Corporation
5959 Las Colinas Blvd.
Irving, Texas 73039

Prepared by:

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EMERGENCY RESPONSE ACTION PLAN

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FIGURE 1.1

FACILITY INFORMATION

GENERAL INFORMATION		
Facility Name:	Irving, TX Terminal	
	Physical Address 1201 E. Airport Freeway Irving, Texas 75062	***Mailing Address*** 1201 E. Airport Freeway Irving, Texas 75062
24 hr Telephone #:	(972) 579-3841	
Fax #:	(972) 579-3839	
EPA FRP #:	TXD 066344904	
NAICS:	42271	
Latitude/Longitude:	(b) (7)(F), (b) (3) [redacted]	
Dunn & Bradstreet Number:	008072118	
Company:	***Owner: Physical Address*** ExxonMobil Corporation 5959 Las Colinas Blvd. Irving, Texas 73039	***Operator: Physical Address*** ExxonMobil Corporation 5959 Las Colinas Blvd. Irving, Texas 73039

FACILITY LOCATION				
County:	Irving			
Area Map:	See Map at end of ERAP			
Facility Diagram:	See Map at end of ERAP			
Wellhead Protection Area:	N/A			
Facility Distance to Navigable Water:	☐	0 - 1/4 mile	☒	1/2 - 1 mile
	☐	1/4 - 1/2 mile	☐	>1 mile
Landside Directions:	Terminal is located on Highway 183 at the Carl Road exit. Terminal is bounded on the north by Burlington Railroad and on the south by Highway 183.			
Waterside Directions:	N/A			

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QUALIFIED INDIVIDUAL

Certification:

The Company grants full authority to the designated Qualified and Alternate Qualified Individuals to implement the Facility Response Plan and to:

- Activate and engage in contacting with oil spill removal organizations,
- Act as liaison with the pre-designated Federal On-Scene Coordinator (OSC), and
- Obligate funds required to carryout response activities.

Qualified Individual:

Ricky Stowe	Terminal Superintendent / Incident Commander	(469) 955-1838 (24 Hr.) (b) (6) (Home) (Cellular)

Alt. Qualified Individual:

Robert Caudle	Working Foreman / Logistics, Planning, Operations Section Chief	(972) 670-3127 (24 Hr.) (b) (6) (Home) (Cellular)
Michael Bailey	Operations Section Support	(469) 337-8069 (24 Hr.) (b) (6) (Home) (Cellular)

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PHYSICAL DESCRIPTION - GENERAL

Description of Operation:

- The Exxon Irving site is a distribution terminal for two grades of motor gasoline, ULSD, Ethanol, and interface. Service area includes Dallas/Ft. Worth metroplex.
- The Facility's total aboveground oil storage capacity is (b) (7)(F), (b) (3) [redacted]
- There are a total of 20 aboveground storage tanks. The capacity of the (b) (3), (b) (7)(F) [redacted] (b) (7)(F), (b) (3) [redacted]
- The Facility operates 24/7
- The Facility's Worst Case Discharge amount: (b) (7)(F), (b) (3) [redacted] s (EPA) DOT/PHMSA)

Date of Initial Storage: 1946

Products Handled:

- Petroleum Products

Note: A Product Specific Response Consideration sheet is provided at the end of Section 3.0. The Facility also maintains MSDS reference information on the products stored.

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PHYSICAL DESCRIPTION - DOT/PHMSA OPERATIONS

General Pipeline Operations:

Breakout tanks receive product via the ExxonMobil Pipeline System.

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PHYSICAL DESCRIPTION - TRUCK AND RAIL TRANSFER

Truck Rack

Description of Operation:

The truck rack is a 7 position loading rack.

Loading Rate: 500-600 gpm

Largest Truck Capacity: 9,000 gals

Discharge Prevention:

Drainage goes to the concrete drain sumps at the loading islands which are hard piped to the east oil/water separator. This separator will hold a spill of approximately 1500 gallons. Drainage from the loading rack pump area, the terminal maintenance shop, and the driveway areas go either to the south or east oil/water separators as described in the drainage diagram. Water from the two separators flows to the lift station where it is co-mingled with stormwater from the diked areas and driveways. (b) (3), (b) (7)(F) [redacted]

[redacted]

- [redacted]

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DATES AND TYPES OF SUBSTANTIAL EXPANSIONS

There are types of substantial expansion on-site to date.

OTHER FACILITY DATA

The facility consists of 18 above ground storage tanks, 2USTs, 2 oil/water separators, 1 pond, an office building, maintenance building, garage, gatehouse and warehouse (closed).

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FIGURE 2.1

INTERNAL NOTIFICATION REFERENCES

INTERNAL NOTIFICATIONS - INCIDENT MANAGEMENT TEAM				
NAME/ POSITION/TITLE	RESPONSE TIME	OFFICE	HOME	OTHER
Matthew Young Central South Operations Manager	5 Hours	(281) 925-3856	(b) (6)	(b) (6) CELL
Ricky Stowe Terminal Superintendent / Incident Commander	0.5 Hour	(972) 579-3842		(b) (6) CELL (888) 263-4160 PGR
Robert Caudle Working Foreman / Logistics, Planning, Operations Section Chief	0.5-1 Hour	(972) 579-3840		(b) (6)
Michael Bailey Operations Section Support	1 Hour	(972) 579-3841		
John Dunn Emergency Preparedness & Response Advisor	8 Hours	(713) 656-3666		
Patricia Errico Public Affairs	8 Hours	(713) 656-5431		
Guy Peltier Security & Contract Safety Advisor	8 Hours	(713) 656-3504		
Tommy Tomblin Strike Team Coordinator	8 Hours	(281) 834-4528		(800) 946-4646 PGR
Gail Worrell Environmental Advisor	5 Hours	(512) 708-9689		(b) (6)
Jimmy Davis GSD Security	5 Hours	(281) 654-2474		(713) 203-2636 PGR

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FIGURE 2.2

OIL SPILL REMOVAL ORGANIZATIONS

USCG CLASSIFIED OIL SPILL REMOVAL ORGANIZATIONS (OSRO)			
COMPANY	RESPONSE TIME	LOCATION	TELEPHONE
Garner Environmental	<2 Hours	Houston, Texas	24 Hr - (800) 424-1716
Eagle Construction & Environmental Services, Inc.	1-1.5 Hour	Eastland, Texas	24 Hr - (800) 336-0909

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FIGURE 2.3

NOTIFICATION DATA SHEET

Date: _____ ***Time:*** _____

INCIDENT DESCRIPTION

Reporter's Full Name:		***Position:***	
Day Phone:		***Evening Phone:***	
Company:	ExxonMobil Corporation	***Organization Type:***	
Facility Address:	1201 E. Airport Freeway	***Owner's Address:***	5959 Las Colinas Blvd.
	Irving, Texas 75062		Irving, Texas 73039
Facility Latitude:	(b) (7)	***Facility Longitude:***	(b) (7)

Spill Location ***(if not at Facility):*** _____

Responsible Party's Name: _____ ***Phone Number:*** _____

Responsible Party's Address: _____

Source and/or cause of discharge: _____

Nearest City: _____

County:	Irving	***State:***	Texas	***Zip Code:***	75062
Section:		***Township:***		***Range:***	

Distance from City: _____ ***Direction from City:*** _____

Container Type: _____ ***Container Storage Capacity:*** _____

Facility Oil Storage Capacity: _____

Material: _____

Total Quantity Released	Water Impact (*YES or NO*)	Quantity into Water

RESPONSE ACTION(S)

Action(s) taken to Correct, Control, or Mitigate Incident:

Number of Injuries: _____ ***Number of Deaths:*** _____

Evacuation(s): _____ ***Number Evacuated:*** _____

Damage Estimate: _____

More information about impacted medium: _____

CALLER NOTIFICATIONS

National Response Center (NRC): 1-800-424-8802

Additional Notifications (Circle all applicable): ***USCG*** ***EPA*** ***State*** ***OSHA*** ***Other*** _____

NRC Incident Assigned No.: _____

ADDITIONAL INFORMATION

Any information about the incident not recorded elsewhere in this report:

NOTE: DO NOT DELAY NOTIFICATION PENDING COLLECTION OF ALL INFORMATION.

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FIGURE 2.4

EXTERNAL NOTIFICATION FLOWCHART

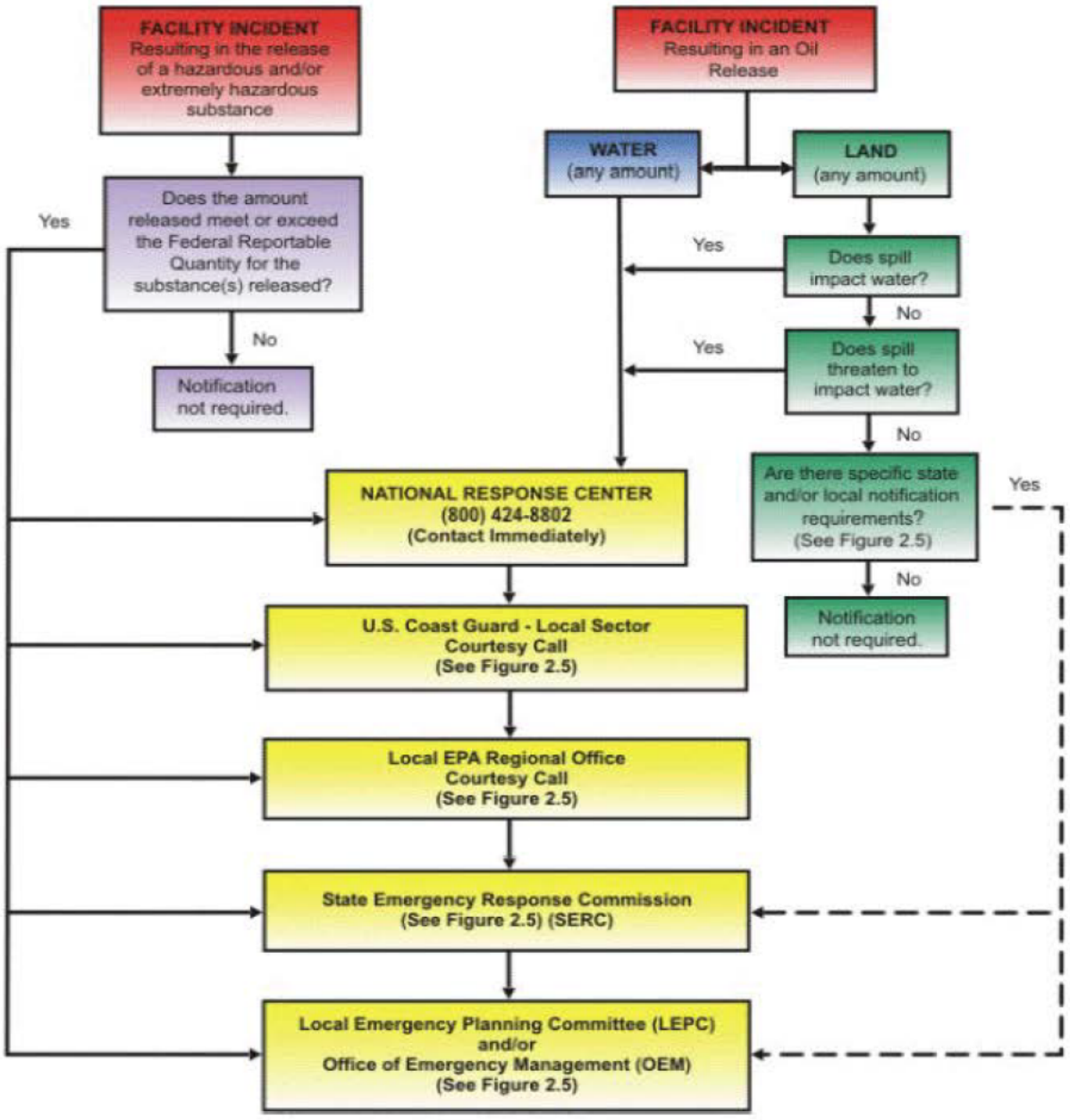

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FIGURE 2.5

EXTERNAL NOTIFICATION REFERENCES

REQUIRED NOTIFICATIONS

National Response Center (NRC)

c/o United States Coast Guard (CG-3RPF-2), 2100 2nd Street Southwest - Room 2111-B Washington, District Of Columbia 20593-0001	(800) 424-8802 (24 Hr.) (202) 267-2675 (Day Phone)

REPORTING REQUIREMENTS

TYPE:	Any discharge or sighting of oil on navigable waters.
VERBAL:	Immediate notification required (within 2 hours).
WRITTEN:	If an RQ limit is reached, refer to state requirements for written report requirements.
NOTE:	A call to the NRC must also be made for spills or releases of hazardous substances that meet or exceed their RQ.

Office of Pipeline Safety

Department of Transportation for DOT Jurisdiction Pipeline and Hazardous Materials Safety Administration, Room 2103, 400 Seventh Street SW Washington, District Of Columbia 20590	(800) 424-8802 (24 Hr.) (202) 267-2675 (Day Phone) (202) 267-2180 (Night Phone)

REPORTING REQUIREMENTS

TYPE:	In addition to the reporting of accidents to the NRC, a written accident report may be required for incidents .
VERBAL:	Call to the NRC meets the required verbal notification under DOT reporting requirement.
WRITTEN:	As soon as practicable, an accident meeting any of the requisite criteria must be reported on PHMSA Form 7000-1.
NOTE:	

TCEQ Region 14 - Fort Worth

Fort Worth, Texas	(817) 588-5855 (24 Hr.)

REPORTING REQUIREMENTS

TYPE:	All spills of oil or petroleum products into water and/or discharges onto land that meet or exceed 5 barrels for Refinery and Chemical Plant or 25 gallons for B & P Plant.
VERBAL:	As soon as possible, within 24 hours of discovery.
WRITTEN:	As the agency may request, depending on circumstances.
NOTE:	

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REQUIRED NOTIFICATIONS (Cont'd)	
ExxonMobil	
Brian Magruder	(713) 898-5736 (24 Hr.)

REPORTING REQUIREMENTS

TYPE:

VERBAL:

WRITTEN:

NOTE: Caller needs to reach contact. If not, call until you speak with a Manager. Once contact is made, this person will make the required calls to other members of ExxonMobil management.

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OTHER POTENTIAL REQUIRED NOTIFICATIONS

Texas Parks and Wildlife

4200 Smith School Road Austin, Texas 78744	(800) 792-1112 (24 Hr.) (512) 389-4800 (Day Phone)

REPORTING REQUIREMENTS

TYPE: Wildlife Protection / Rehabilitation

VERBAL: Immediately

WRITTEN: As the agency may request depending on circumstances.

NOTE: N/A

Texas State Fish and Wildlife

Austin, Texas	(512) 389-4848 (24 Hr.)

REPORTING REQUIREMENTS

TYPE: Wildlife Protection / Rehabilitation

VERBAL: Immediately

WRITTEN: As the agency may request depending on circumstances.

NOTE:

Dallas County LEPC

5230 Medical Center Drive Dallas, Texas 75235	(214) 749-8641 (Elizabeth Todd) (Day Phone)

REPORTING REQUIREMENTS

TYPE: Immediately for spills that impact or threaten navigable waters or adjoining shoreline.

VERBAL: Immediately.

WRITTEN: As requested by agency.

NOTE:

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OTHER POTENTIAL REQUIRED NOTIFICATIONS (Cont'd)

TX RR Commission - Region 6

FT. Worth, Texas	(817) 882-8966 (24 Hr.)

REPORTING REQUIREMENTS

TYPE: (16 TAC Section 3.20 (a)-(b)) In the case of a fire, spill or break causing loss of over (5) barrels. For Pipeline incidents reportable to the NRC, notify the TRRC Pipeline Safety Section's District.

VERBAL: Immediate notification to District Office.

WRITTEN: File Form H-8 in duplicate when appropriate measure have been taken, within 30 days following the date of the incident.

NOTE:

TX RR Commission - Austin Headquarters

William B. Travis Building, 1701 North Congress Austin, Texas 78711-2967	(512) 463-6788 (24 Hr.) (512) 463-7058 (Day Phone)

REPORTING REQUIREMENTS

TYPE: Immediately for spills that impact or threaten navigable waters or adjoining shoreline.

VERBAL: Immediately.

WRITTEN: As requested by agency.

NOTE:

City of Irving Local Water Supply

Irving, Texas	(972) 721-2281 (24 Hr.) (972) 721-2261 (Day Phone)

REPORTING REQUIREMENTS

TYPE: Immediately for spills that impact or threaten navigable waters or adjoining shoreline.

VERBAL: Immediately.

WRITTEN: As requested by agency.

NOTE:

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FIRE, POLICE, HOSPITALS		
DIAL 911 for all Police, Fire, and Ambulance Emergencies		
AGENCY	LOCATION	TELEPHONE
Irving Fire Marshal	Irving, Texas	(972) 721-2308
Texas State Police	Garland, Texas	(214) 861-2000
Irving Police - Lt. Meeks	Irving, Texas	(972) 721-2553
Irving Hospital	Irving, Texas	(972) 579-8110
Irving Police	Irving, Texas	(972) 721-2661

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MEDIA NOTIFICATIONS		
AGENCY	LOCATION	TELEPHONE
Weather Report	Dallas, Texas	(214) 787-1111
KDFW TV Channel 4 (Evac Notification)	Dallas, Texas	(214) 720-4444
Crest Media	Dallas, Texas	(972) 243-7779

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OTHER PUBLIC/INDUSTRY CONTACTS		
COMPANY	LOCATION	TELEPHONE
City of Irving Flood Control	Dallas, Texas	(972) 556-0625
Baytown Irving Pipeline	Houston, Texas	(713) 656-1236
Burlington Northern Railroad	Irving, Texas	(800) 832-5452
Miss Bloomingdale's Academy	Irving, Texas	(972) 869-9145
Las Colinas Ponds Country Club & Golf Course	Irving, Texas	(972) 541-1141
TX Dept. of Transportation (DOT)	Mesquite, Texas	(214) 320-6240
TX Historic Commission Preservation Office	Austin, Texas	(512) 463-6100
Trinity River Authority	Dallas, Texas	(972) 225-3462
Oncor	Dallas, Texas	(888) 313-4747
Frank Para Chevrolet	Irving, Texas	(972) 721-4300
US Fish & Wildlife Service, Arlington Office	Arlington, Texas	(817) 277-1100
City of Dallas, Parks & Recreation Operations	Dallas, Texas	(214) 670-4078
City of Irving Water Department	Irving, Texas	(972) 721-2411
Dallas County Utility Reclamation District	Dallas, Texas	(972) 556-0625
City of Dallas - Water Utilities	Dallas, Texas	(214) 651-1441
City of Dallas - Watershed Management	Dallas, Texas	(214) 948-4450

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ADDITIONAL RESPONSE RESOURCES		
Planning and Incident Support		
COMPANY	**LOCATION**	**TELEPHONE**
United Petroleum Transport (Lance)	Ft. Worth, Texas	(817) 540-6178
FAA/Air Route Traffic Control Center	Ft. Worth, Texas	(817) 858-7300
Holloway Welding and Pipe (Dick Tollenaan)	Plano, Texas	(972) 562-5033
Automated Power Service	Grand Prairie, Texas	(972) 986-4330
Protect Environmental	Trinity, Texas	(972) 554-1700
Dallas Aerial Survey	Dallas, Texas	(214) 349-2190
Allied Waste Systems	Dallas, Texas	(972) 225-8151
Empire Truck Lines	Irving, Texas	(972) 870-9455
Coastal Transport (Gary Cornwell)	Ft. Worth, Texas	(800) 633-2808
Poison Control Center	Temple, Texas	(800) 222-1222

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FIRE / EXPLOSION INCIDENTS

Fire in the Office Building / Garage

Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

- Activate Audible Alarm
- ***Call 911***
- Shut down loading rack
- Remove tanker trucks/vehicles to safety, away from building/fire area
- Notify neighbors
- Evacuate office building and garage
  - Notify garage employees
  - Check all rooms in building - unlock and close all office doors
  - Monitor/direct personnel to appropriate exit
  - Assemble and account for personnel in Safe Haven
  - After personnel are evacuated, shutoff the audible alarm
- Restrict access to Terminal
- ExxonMobil personnel to direct Fire Dept to fire area
- Station ExxonMobil personnel to lead responding fire fighters through building
- If directed by the Fire Dept - ExxonMobil to shut off power to building
- Notify ExxonMobil up line management
- The TS handles reporting through LPS

Fire Involving Non-ExxonMobil Adjoining Property / Buildings

Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

- ***Call 911***
- Sound alarm
- If necessary, shut down loading rack
- Restrict access to terminal
- Be ready to evacuate if so instructed by Fire Department
- Be alert to airborne debris falling into terminal
- The TS handles reporting through LPS

Fire in Tank Farm

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Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

- ***Call 911***
- Sound alarm
- Stop all product transfers
- Shut down loading rack. Remove all trucks from loading rack.
- Notify pipeline to shutdown pipeline.
- If possible, shut all tank inlet and outlet valves.
- Evacuate Tank Farm
- Notify office and garage personnel to standby for possible evacuation. If it is necessary to evacuate, follow the steps in "Fire in the Office Building/Garage".
- Notify neighbors
- Close all Tank Farm and loading rack entrances to unauthorized access
- Remove all trucks from garage area
- Notify upline ExxonMobil management
- The TS handles reporting through LPS

Fire at Loading Rack

Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

- Ensure activation of loading rack foam/water fire suppression system
- ***Call 911***
- Follow steps for fire in Tank Farm
- For fire involving spill of product which enters drainage system:
  - Keep vehicular traffic away from drainage pathway between loading rack and separator
  - Monitor drainage path for hydrocarbon vapors
  - Shutdown oil/water separator pumps
- Notify ExxonMobil upline management
- The TS handles reporting through LPS

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HAZARDOUS MATERIAL OR OIL SPILL / RELEASE INCIDENTS

Vapor Release

Gas Release from Off-Site

When the Superintendent receives information that indicates a threat to terminal employees, he should notify employees by radio transmission to immediately proceed to the terminal building or to evacuate the terminal site. A wind sock is installed to observe wind direction.

The Superintendent would make a judgment based on his discussion with the outside reporting party about whether to shutdown equipment before seeking shelter or evacuating the plant. If the Superintendent orders an evacuation of the terminal, he should also instruct employees on direction of evacuation and where to assemble off-site so that all employees/contractors can be accounted for.

Safe Haven

The Terminal has no area designated as a Safe Haven from toxic vapors in the sense that it is a specially equipped room designed to protect personnel from toxic vapors. Safe Haven will be used in the context of this document to refer to a location in the terminal that would be deemed the safest location possible under the circumstances.

If the Fire alarm sounds and/or an ExxonMobil Employee announces over the radio for all employees to go to a designated location, the following actions should be taken immediately:

- SAFE HAVEN WILL BE ANNOUNCED OVER THE RADIO SINCE CONDITIONS OF THE EMERGENCY MAY DICTATE THE LOCATION. IF NO ANNOUNCEMENT IS MADE, ALL EMPLOYEES SHOULD REPORT TO THAT LOCATION.
- All employees should immediately proceed to the Safe Haven.

The following describes general steps that should be taken to manage a hypothetical situation.

Under no circumstances should an individual undertake any of the following if there is any indication, at the time and location of the event, that implementing the action would put the individual at risk of personal injury.

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

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Terminal Initial Response

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

[redacted]

Action Steps - Terminal Shutdown/Evacuation

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

[redacted]

Phase I Response

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

[redacted]

Phase II Response

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

[redacted]

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PIPELINE INCIDENTS

- Notify Control Center and immediate supervisor of incident.
- Control Center perform shut down procedures outlined in Procedural Manual.
- Qualified personnel should use Combustible Gas Indicator, O2 meter, proper colormetric indicator and/or other air sampling measurements to ensure that areas are safe to enter for continued response operations.
    - Mitigate spreading of the product, as the situation demands. Potential containment strategies include:
        - Earthen dike/berm
        - Ditching
        - Spreading sorbent material over the spill
    - Prevent the spill from entering the waterways, sewer, etc. to the greatest extent possible.
- Inform local operators such as utilities, telephone company, railway.
- If located within containment area, ensure that drainage valve(s) is "closed".
- If the spill escapes the containment area, review the location of socio-economic and environmentally sensitive areas identified in Section 6.0 and the ACP. Determine which of these may be threatened by the spill and direct the response operation to these locations. Initiate protection and recovery actions.
- Determine the direction and expected duration of spill movement. Refer to the maps in Appendix G.
- Make all necessary repairs.
- Clean up spilled product to eliminate any possible environmental problems. Be alert for underground cables.
- Return the line to service when repairs are complete.
- Complete follow-up and written reporting, as the situation demands.

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ABNORMAL PIPELINE OPERATIONS

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

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SECURITY INCIDENTS

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

[redacted]

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

[redacted]

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

[redacted]

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

[redacted]

INCLEMENT WEATHER INCIDENTS

Tornado

Warning times for tornadoes may be very short and the information not very precise. The Superintendent should notify all employees of any tornado watch or tornado warning announced by the Weather Bureau.

The REST ROOMS are designated as the Emergency Tornado Shelters.

If a tornado is sighted:

- The Superintendent should announce the sighting over the Terminal Radio System and tell all employees to report immediately to the Emergency Tornado Shelters.
- All Employees should proceed immediately to the Tornado shelters.
- After the Tornado is over, the Superintendent will organize search and rescue teams if anyone is not accounted for.
- Handle any injured personnel according to the severe injury procedure outlined in the beginning of this section.
- The Terminal Superintendent will assess the situation to determine the best approach to follow in returning to normal operations.

Severe Cold Weather

- Terminal Superintendent should make decision on fleet operation.
- Assign terminal personnel to snow removal and sanding.
- Review deliveries with Customer Service Center.
- Review work schedules.

Terminal Superintendent and terminal employees should make preparations in advance when the weather forecast predicts below freezing temperatures. To protect equipment against freezing before the temperature reaches 32 degrees F, or prior to leaving equipment overnight. Protect equipment as follows:

- Drain or insulate outside water lines or establish a minimum flow.
- Check outside steam and condensate lines for properly functioning traps. Replace defective traps. Open steam lines and tracers where appropriate.
- For icing conditions arrange to spread sand around loading spots.
- Decide whether to drain the fire water spray system leaving it in condition to reactivate through a single valve.
- Verify operation of Emergency room heaters.

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POWER OUTAGE INCIDENTS

Electrical Utility Failure

- Loss of electrical power to the Terminal will result in shut down of essentially all operations. Specifically, the following can be anticipated:
  - Loss of lighting. Battery operated emergency lighting will provide only enough light for safe movement into and out of the buildings. There will not be sufficient light to permit continuing operations. Do not operate equipment in unlighted areas.
  - Shut down of the computer equipment and administration systems.
  - Shut down of all loading, unloading, blending pumps and VRU.
- Notify the electric utility of the power outage
- Personnel should proceed with caution to the designated Safe Haven

Potable Water Loss

- Potable water provides the drinking water.
- If potable water is lost, call the City Water Department.

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FLOODING INCIDENTS

Inform the Terminal Superintendent of any severe weather predictions.

Occasionally, sustained heavy rainfall may result in the area. Approaching hurricanes may be preceded by such rain over a 12 to 24 hour period covering wide areas around the actual hurricane path.

- When possible flooding conditions are predicted, operate the oily water drain system to keep the outside areas cleaned up. Pump all water through the separator to remove any oil. The Holding pond should be kept pumped down to maximize the amount of water retention capabilities of the structure.
- When possible, take necessary action to remove the petroleum inventory from the separator.
- If the loading/unloading spots become flooded all loading/unloading operations should be suspended.
- The Customer Service Center should be requested to notify customers not to send trucks to the Terminal until they receive confirmation that flooding has abated.
- If the flooding results in uncontained oil moving on the water surface to ditches outside the oily water drain system, handle this as a spill emergency.

Severe weather conditions will normally be predicted well in advance. As part of the daily routine during high-risk periods, a designated employee should check the weather predictions. Phone numbers for the National Weather Service and Local TV/Radio station phone numbers are in Section 2.

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SPECIAL HAZARD INCIDENTS

Transportation Accident Involving Our Products

If an **ExxonMobil driver** carrying products from the terminal is involved in an accident after leaving our premises, the driver will notify the Fleet Supervisor to implement the Fleet Contingency Plan and appropriate notifications will be made. Responsibility for on-scene management of highway incidents rests with local authorities (police, fire departments, etc.), not with ExxonMobil. However, ExxonMobil has a vital interest in ensuring proper handling of such incidents. Depending upon circumstances, support from ExxonMobil personnel may be required.

A copy of the Fleet Contingency Plan is maintained by the Fleet Supervisor.

If a **carrier driver** carrying products from the terminal is involved in an accident after leaving our premises, responsibility for **on-scene management rests with local authorities** (police, fire departments, etc.) **and the carrier**, not with ExxonMobil. However, ExxonMobil has a vital interest in ensuring proper handling of such incidents. Depending upon circumstances, support from ExxonMobil personnel may be required.

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MEDICAL EMERGENCY / RESCUE INCIDENTS

First Aid Guidelines

- Notify the ExxonMobil Supervisor of all injuries immediately. Take action to minimize additional injury if safe to do so.
- Provide first aid care only if properly trained, and follow universal precautionary guidelines as outlined in the Blood Borne Pathogens program.
- Act quickly for severe bleeding, stoppage of breathing, poisoning or shock.
  - Protect the injured person from further injury.
  - Move victim if the location is unsafe.
  - If breathing stops, a trained person should initiate mouth-to-mouth resuscitation immediately.
  - If the heart has stopped, initiate cardiopulmonary resuscitation (CPR), followed by mouth-to-mouth resuscitation.
  - Keep victim lying down and comfortable.
- The TS handles reporting through LPS.

Personnel Injuries Requiring Professional Medical Attention

- Only employees who are currently authorized to administer first response first aid/CPR are permitted to attend to an injured employee.
- Notify responder trained in first aid/CPR by radio or telephone and give the following information
  - Identify yourself
  - State location of the injured person
  - Brief information on the type of injury
- The trained responder renders first aid and assesses the seriousness of the injury.
- Send an available terminal employee to the gate to direct EMS to the injured employee.
- If the trained first aid responder is not available, the TS should **call 911** and request EMS assistance.
- If the injury requires professional medical treatment or observation, but does not require transportation by Ambulance, the TS or designated employee contacts the hospital to authorize treatment, to relay the type of injury, and to relay when the injured employee should arrive. TS accompanies employee to the medical treatment facility.
- The TS follows-up with a call to the Operations Manager relating to the treatment, condition, and work status of the employee.
- If the injury is serious and requires an Ambulance to transport the injured employee to the hospital, the following actions must be taken:
  - The TS or his designee contacts the Ambulance (911) and relays to them the type of injury and the area of the plant where the injured employee is located.
  - The TS sends an employee to the gate to meet the incoming ambulance and direct it to the location of the injured employee.
  - The Operations Manager and TS, if he/she is not on site, are contacted as soon as possible if not already aware of the incident.
  - Trained first aid Responder renders appropriate first aid until the Ambulance personnel arrive.
  - The Terminal Superintendent or his designee notifies the Hospital, if possible, of the injury, authorizes treatment and requests that a doctor be at the hospital upon arrival of the ambulance.
  - The TS goes to the hospital to follow-up on the treatment, condition, and work status of the employee.
  - The TS keeps the Operations Manager informed of all pertinent information.

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- In the event an employee is seriously injured requiring hospitalization, prompt notification will be given to the employee's family. In addition to informing them in a sensitive, understanding manner, this call should be used to assist them in reaching the employee. Responsibility for this initial call is the Superintendent's. Information as to which hospital is involved, who is the attending physician, etc. should be available. Determine from the family whether there are any problems, such as transportation to the hospital, with which ExxonMobil can help.

- Any requests for information from the public or media must be referred to the Operations Manager.
- Release of medical information on injured employee to the employee's immediate family should be handled by the Terminal Superintendent, Operations Manager, or by the injured employee.
- The TS handles reporting through LPS.

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FIGURE 4.5

INCIDENT MANAGEMENT TEAM - COMMAND STRUCTURE

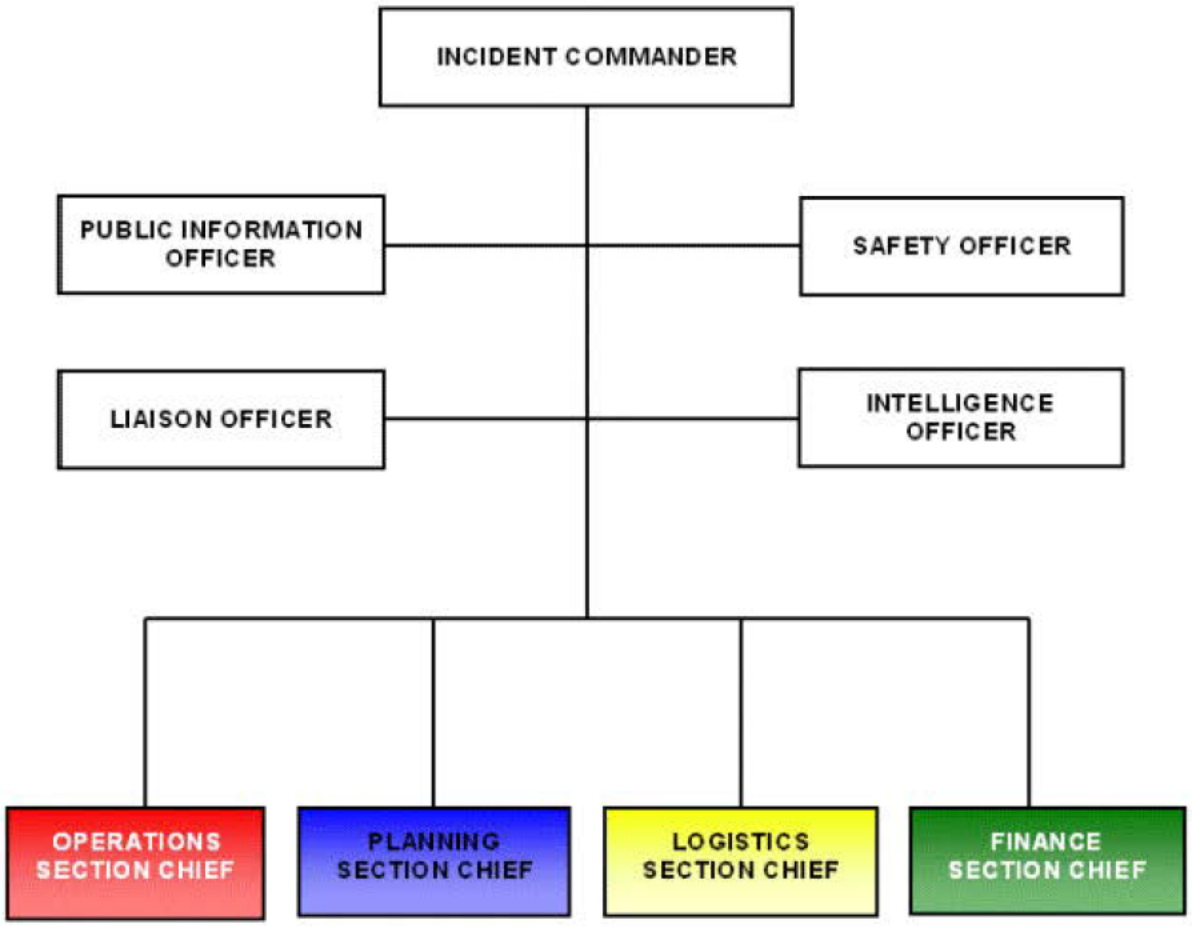

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FIGURE A.1

EMERGENCY RESPONSE EQUIPMENT	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Fire/Rescue Equipment:	

Fire Fighting and Rescue Equipment			
Type/Year	**Operational Status**	**Quantity**	**Location**
2003 AFF Foam, 50 gal	Ready	2	Team House
1985 Ford tractor	Ready	1	Maintenance Shop
1996 18 lb. ABS fire extinguishers	Ready	2	Trailer

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FIGURE A.2

FACILITY RESPONSE EQUIPMENT	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

SKIMMERS/PUMPS						
Type/Model/ Year	Operational Status	Quantity	Capacity bbl/day	Daily Effective Recovery Rate	Storage Location(s)	Date Fuel Last Changed
		None				

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

BOOM				
Type/Model/ Year	**Operational Status**	**Size (Length)**	**Containment Area**	**Storage Location(s)**
	None			

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

CHEMICAL DISPERSANTS						
Type	Operational Status	Quantity/ Amount	Date Purchased	Treatment Capacity	Storage Location(s)	Date Changed
		None				

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

DISPERSANT DISPENSING EQUIPMENT				
Type/Year	**Operational Status**	**Capacity**	**Storage Location(s)**	**Response Time**
	None			

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

SORBENTS				
Brand Name/Type	**Operational Status**	**Size**	**Treatment Capacity**	**Storage Location**
Absorbent pads, 1995	Ready	1,500		Maintenance Shop
Absorbent booms, 1995	Ready	160 ft		Maintenance Shop
Absorbent booms, 1991	Ready	50 ft		Trailer
Absorbent pads, 1996	Ready	150		Trailer

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

HAND TOOLS			
Type/Year	**Operational Status**	**Quantity**	**Storage Location**
Hand tools at facility are used during routine maintenance and are not used for emergency response	N/A		

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

COMMUNICATION EQUIPMENT			
Type/Year	**Operational Status**	**Quantity**	**Storage Location(s)/Number**
Motorola Hand held radios, 1992	Ready	5	Gate House
Nextel Cellular Phone, 2007	Ready	1	Gate House

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

PERSONAL PROTECTIVE EQUIPMENT			
Type/Year	**Operational Status**	**Quantity**	**Storage Location**
Case Response Action Issue, 1996	Ready	1	Trailer

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

OTHER EQUIPMENT			
Type/Year	**Operational Status**	**Quantity**	**Storage Location**
1991 Air compressor	Ready	1	Maintenance Shop
2007 Generator	Ready	1	Maintenance Shop

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FIGURE A.3
CONTRACTED RESPONSE RESOURCES

USCG CLASSIFIED OIL SPILL REMOVAL ORGANIZATION (OSRO)							
OSRO Name	Response Time	Environment Type	Facility Classification Level				High Volume
			MM	W1	W2	W3	
Garner Environmental	<2 Hours	River/Canal	Y	Y	Y	Y	Yes
		Inland	Y	Y	Y	Y	
Eagle Construction	1-1.5 Hours	River/Canal			Y	Y	Yes

Note: Classification ratings taken from the USCG's internet site
www.uscg.mil/hq/nsfweb/nsfcc/ops/ResponseSupport/RRAB/osroclassifiedguidelines.asp

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3.7 EVACUATION

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

Evacuation Response

Evacuation Plan

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

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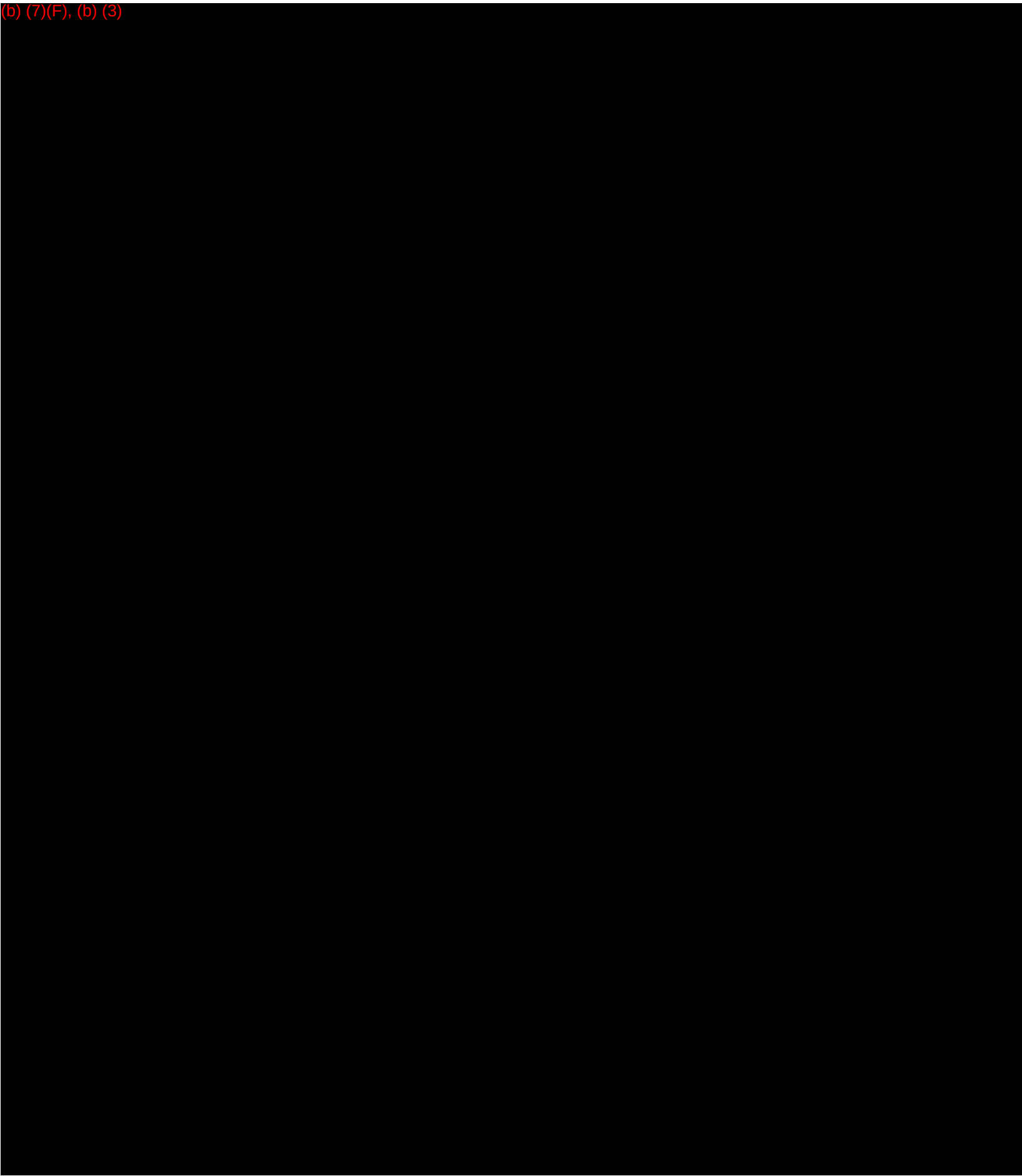
Evacuation Routes

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



Fire Protection

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

Fire Plug Locations

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

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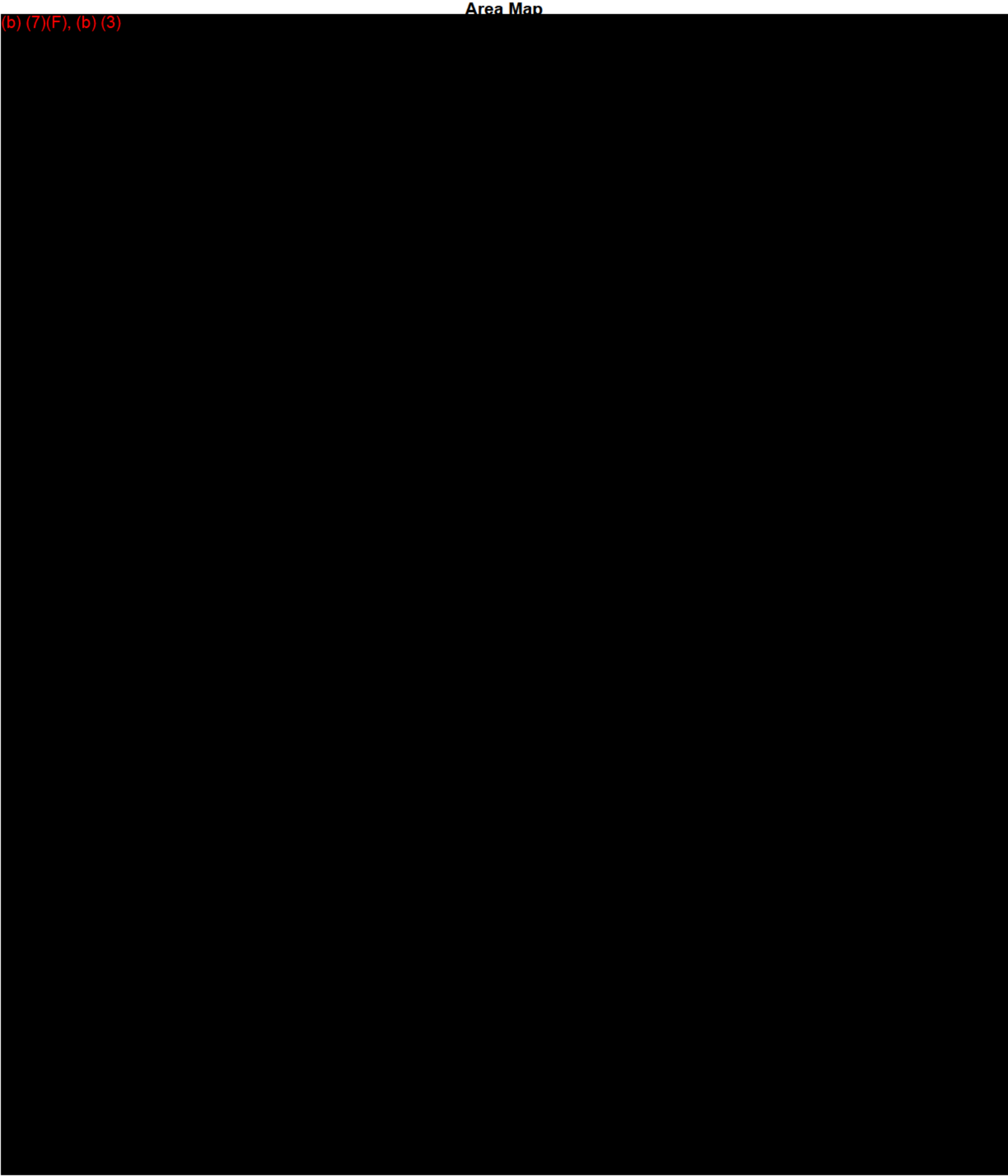
Area Map

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

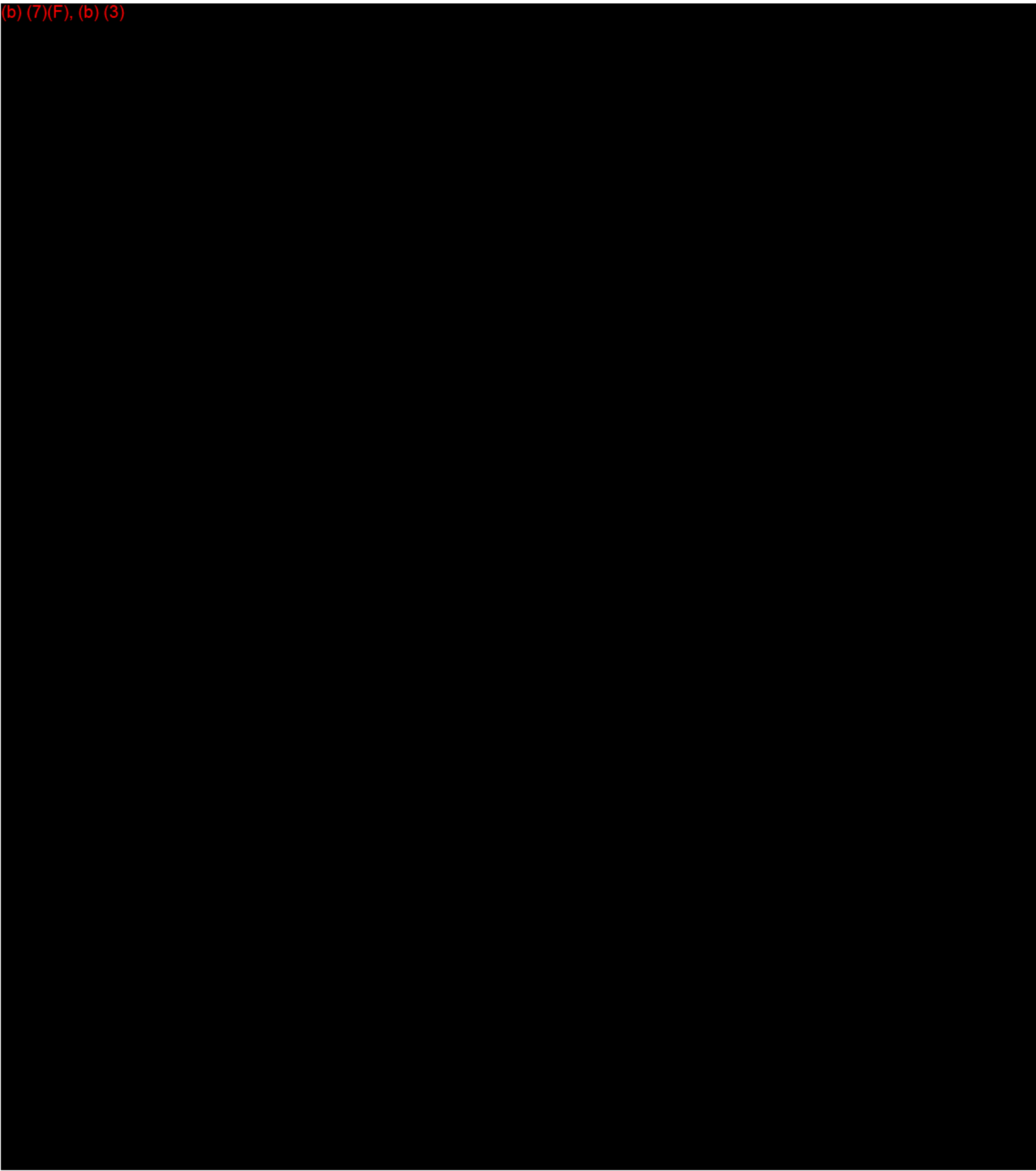


(b) (7)(F), (b) (3)

Facility Diagram

Site Vicinity Map

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

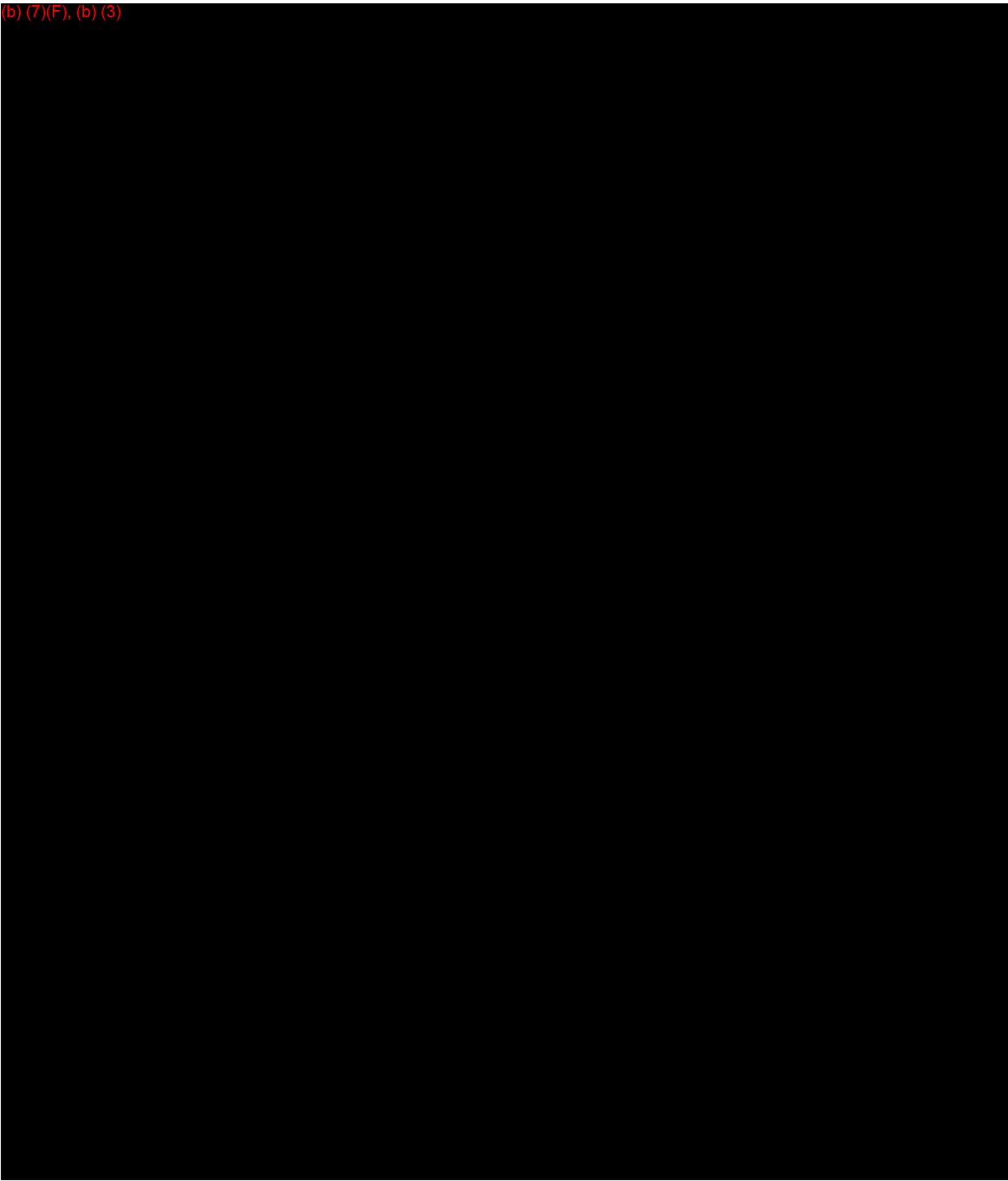


(b) (7)(F), (b) (3)

[redacted]

APPLIED EARTH SCIENCES	EXXON COMPANY USA Irving Terminal Irving, Texas	Site Vicinity Map	I.1
0758 T. Gibson 08-14-92 Ref.File 0627C0A			

Site Plan



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

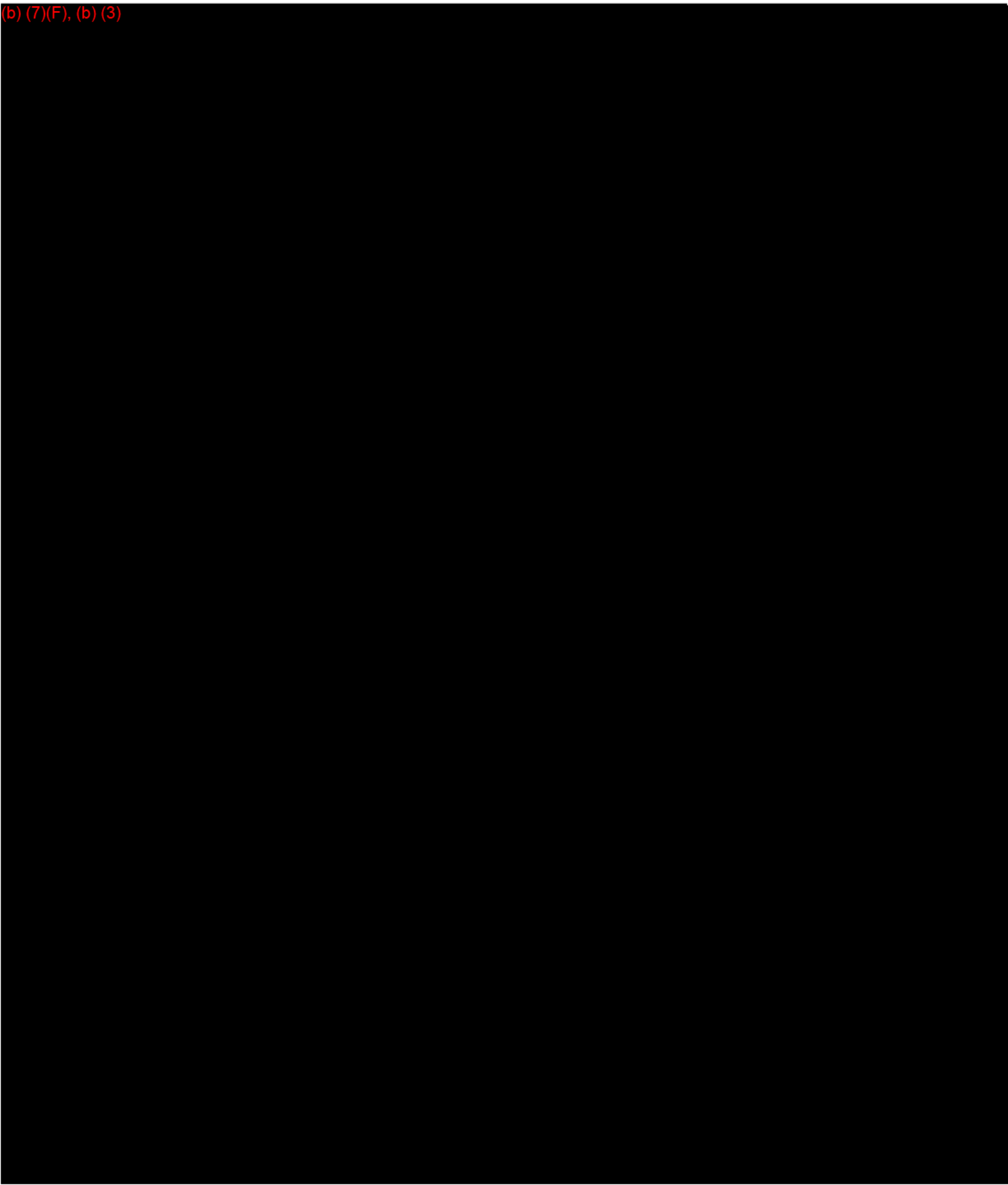
(b) (7)(F), (b) (3)

ExxonMobil Pipeline Company
ENGINEERING SERVICES HOUSTON, TEXAS

IRVING TERMINAL
CONTROL DRAWINGS
SITE PLAN

SCALE 1"=60' | DATE 3-21-90
DWG. NO. IR-A-P-020

Plot Plan - Tank Containment



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

M-E-I G:\ACAD\E

INCHES
0 1 2 3

DRAWING STATUS	REV.	DATE	DESCRIPTION	DRN	CHD	APPD
	A	03-04	ISSUED FOR REVIEW	MEI DJB	MEI SDB	MEI FPV

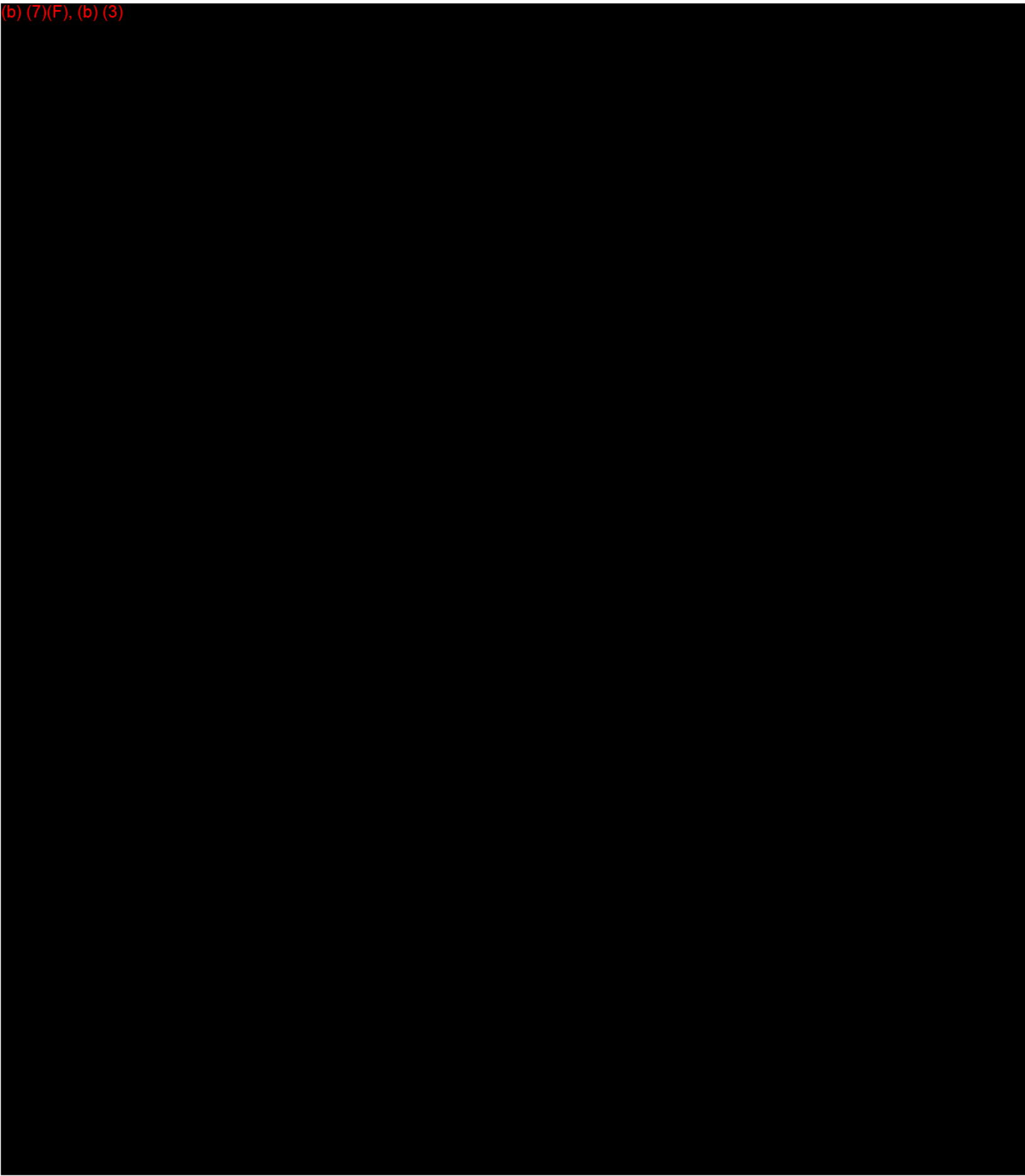
ExxonMobil Pipeline Company
ENGINEERING SERVICES HOUSTON, TEXAS

IRVING TERMINAL
PLOT PLAN
TANK FARM CONTAINMENT

SCALE 1"=100' | DATE 3-29-04
DWG. NO. IR-A-P012

...\IRVING\CONTROL\Irap012a.dwg 11/29/04 09:05:30 AM

Evacuation Diagram



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

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

SITE PLAN/SITE EVACUATION PLAN
SHEET 1 OF 2
IRVING TERMINAL

M-E-I CONSULTANTS, INC.	
PLOT SCALE 1 :1200	
DWG. NO. IRT-A-SK-02	REV. B

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

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

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

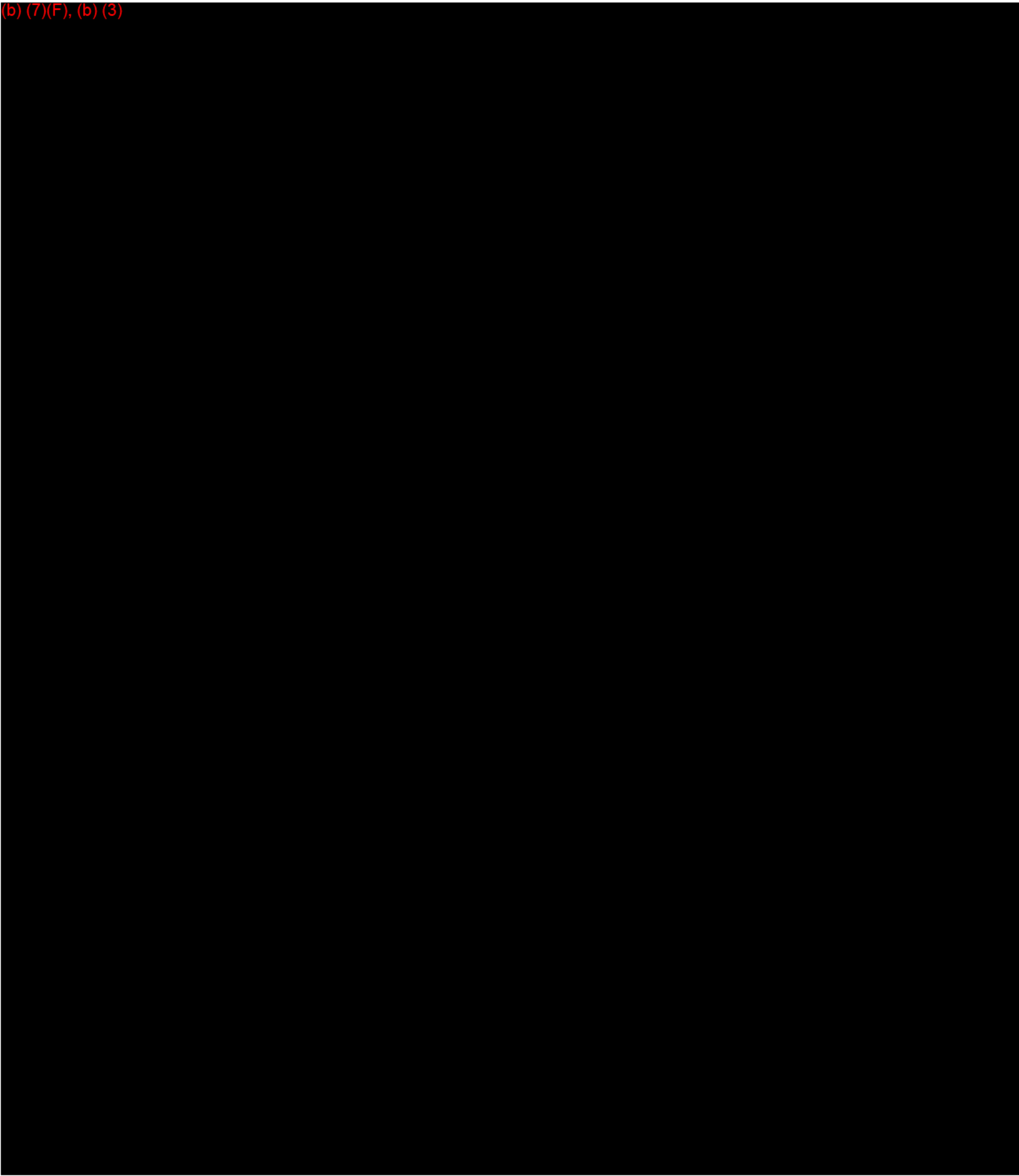
Diagram 5

SITE PLAN/SITE EVACUATION PLAN
SHEET 2 OF 2
IRVING TERMINAL

PROJ. NO. –	FILE NO. 6080
FIRM NAME: N-E-I CONSULTANTS, INC.	
PLOT SCALE 1 :1200	
DWG. NO. IR-A-SK-03	REV. B

Drainage Diagram

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



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

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

MPANY, U.S.A. A DIVISION OF EXXON CORPORATION

nt Distribution

IRVING TERMINAL
CONTROL DRAWINGS
DRAINAGE PLAN

FIRM NAME: W-E-I CONSULTANTS, INC.	
PROJ. NO. —	
PLOT: 1 :1200	FILE: 6080
DWG. NO. IR-A-N-200	REV. F

Environmental Sensitivity Map
Topographic Location

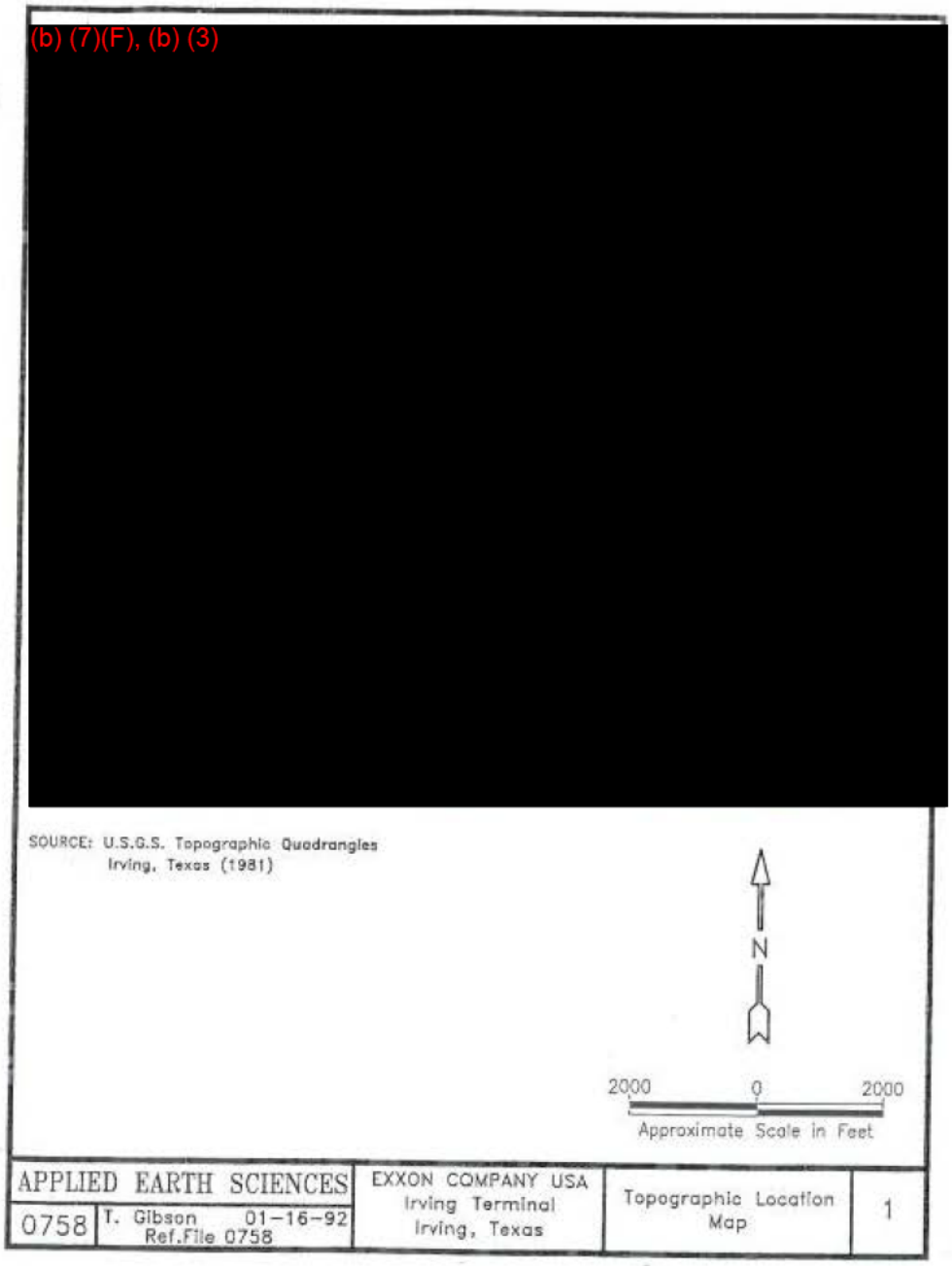


Diagram #1

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

SOURCE: U.S.G.S. Topographic Quadrangles
Irving, Texas (1981)

N

2000 0 2000

Approximate Scale in Feet

APPLIED EARTH SCIENCES		EXXON COMPANY USA Irving Terminal Irving, Texas	Topographic Location Map	1
0758	T. Gibson 01-16-92 Ref.File 0758			

Diagram #1

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

DAMES & MOORE

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

Figure 1

Job No. 08837-770-012

Irving Terminal
Exxon Company U.S.A.

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Biological Resources

Surface drainage system, Elm Fork of the Trinity River, and Trinity River

Wetland area (all rivers and drainage areas are considered wetland areas)

Potential product path

Boom Deployment Locations

P1	Onland response/diversion
P2	Exclusion/diversion/containment
P3	Exclusion/diversion
P4	Containment
P5	Exclusion
P6	Exclusion
P7	Containment
P8	Exclusion
P9	Diversion
P10	Collection
P11	Exclusion
P12	Exclusion
P13	Containment
P14	Exclusion
P15	Exclusion
P16	Exclusion
P17	Exclusion
P18	Exclusion
P19	Exclusion

All locations were approximated by appropriate agency to protect the resource. Mapped locations are only intended to be a representation of that information.

Figure 2

Job No. 08837-770-012

Irving Terminal
Exxon Company, U.S.A.

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

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EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Biological Resources

Surface drainage system, Elm Fork of the Trinity River, and Trinity River

Wetland area (all rivers and drainage areas are considered wetland areas)

Potential product path

Boom Deployment Locations

P1	Onland response/diversion
P2	Exclusion/diversion/containment
P3	Exclusion/diversion
P4	Containment
P5	Exclusion
P6	Exclusion
P7	Containment
P8	Exclusion
P9	Diversion
P10	Collection
P11	Exclusion
P12	Exclusion
P13	Containment
P14	Exclusion
P15	Exclusion
P16	Exclusion
P17	Exclusion
P18	Exclusion
P19	Exclusion

All locations were approximated by appropriate agency to protect the resource.
Mapped locations are only intended to be a representation of that information.

Figure 2

Job No. 08837-770-012

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

Irving Terminal
Exxon Company, U.S.A.

EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Boom Deployment Locations

P20	Containment
P21	Exclusion
P22	Exclusion/containment
P23	Exclusion

Planning Distance Markers

A	Exxon Terminal
B	Discharge from terminal to stormwater sewers and Las Colinas Ponds
C	Discharge into the Elm Fork of the Trinity River
D	Discharge at the Frasier Dam on the Elm Fork of the Trinity River
E	Discharge into the Trinity River
F	End of planning distance

Figure 2(cont'd)

Job No. 08837-770-012

Irving Terminal
Exxon Company, U.S.A.

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

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EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Boom Deployment Locations

P20	Containment
P21	Exclusion
P22	Exclusion/containment
P23	Exclusion

Planning Distance Markers

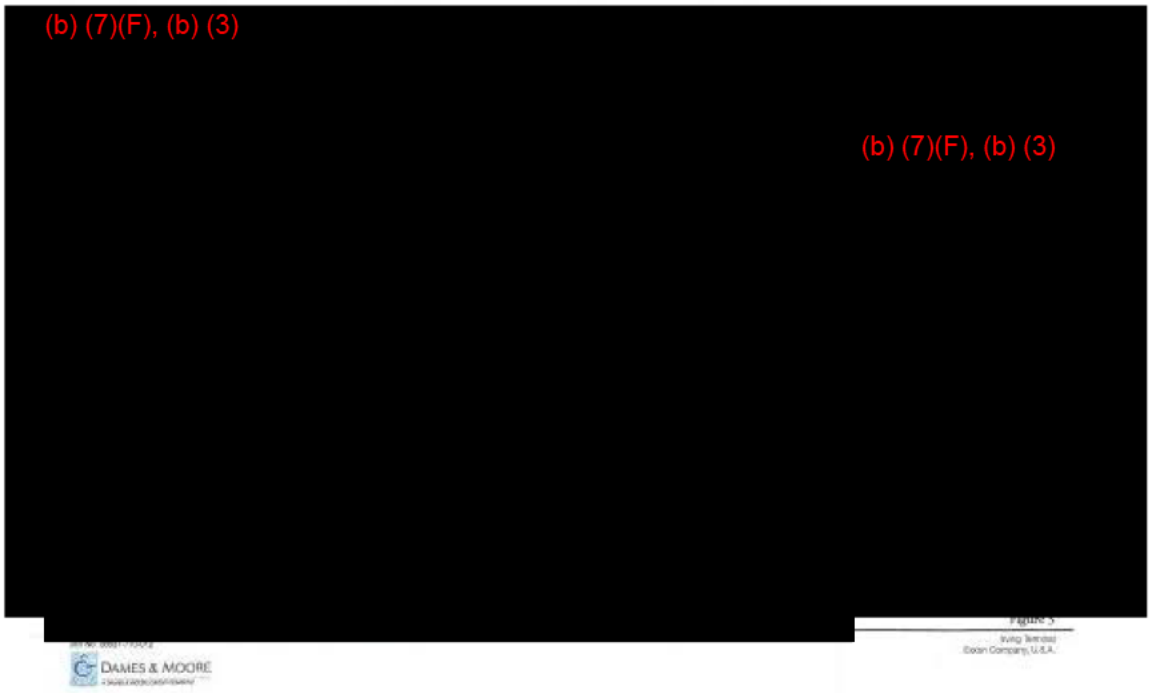
(b) (7)(F), (b) (3)

Figure 2(cont'd)

Job No. 08837-770-012

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

Irving Terminal
Exxon Company, U.S.A.



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

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

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

[redacted]

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

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

[redacted]

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

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

[redacted]

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

[redacted]

Facility Photo 1

Photo 1: View to the east along the south property boundary.

- Photo by Kurt Hirsh (AES), May 28, 1991

Photo 2: View to the north along the east property line.

- Photo by Kurt Hirsh (AES), May 28, 1991

Diagram 8

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Photo 1: View to the east along the south property boundary.

- Photo by Kurt Ritch (AES), May 28, 1991

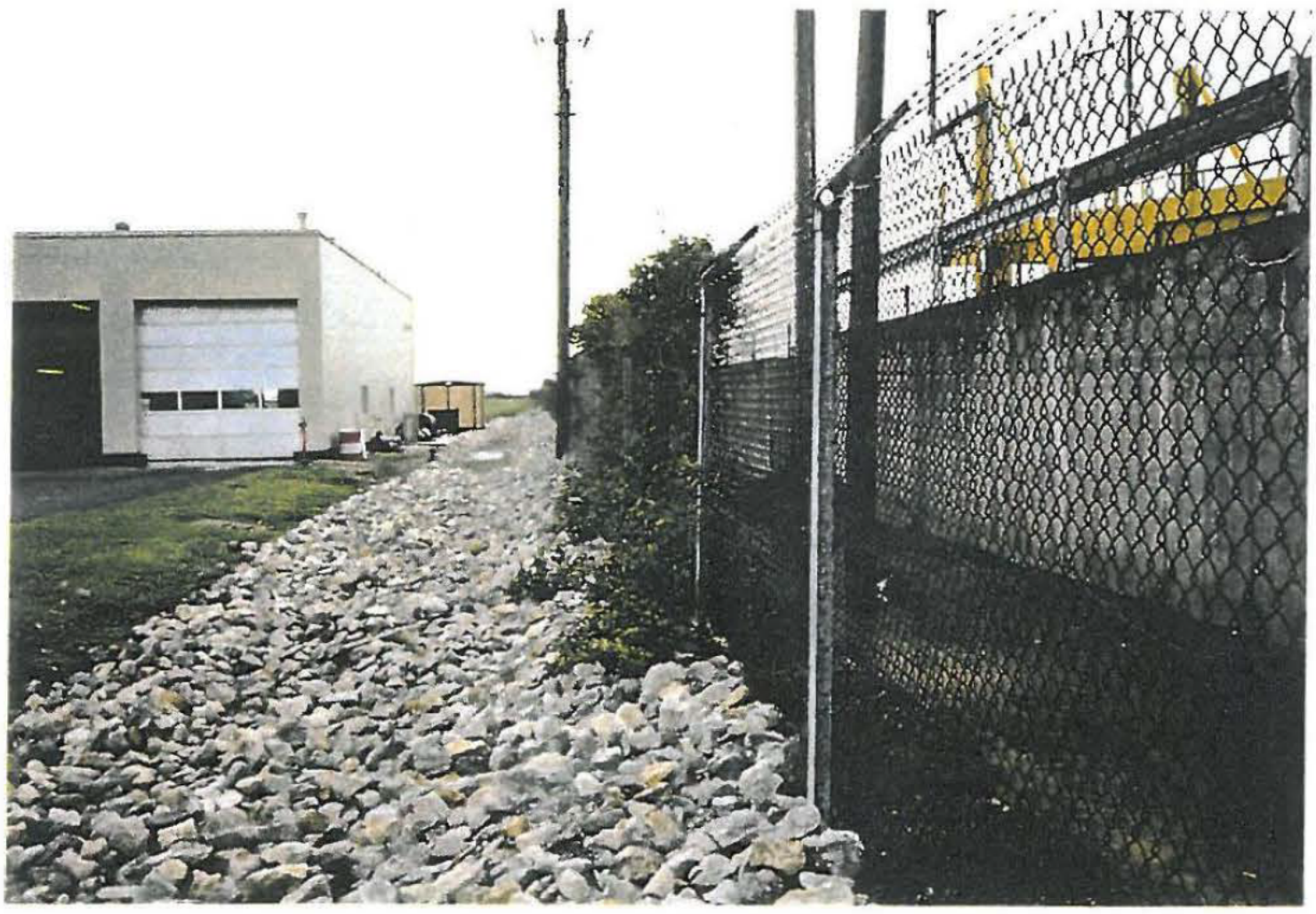

Photo 2: View to the north along the east property line.

- Photo by Kurt Ritch (AES), May 28, 1991

Facility Photo 2

Photo 3: View to the northwest along northeast property line.

- Photo by Kurt Hirsch (AES), May 28, 1991

Photo 4: View to the northwest along southwest property line.

- Photo by Kurt Hirsch (AES), May 28, 1991

Diagram 9

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Photo 3: View to the northwest along northeast property line.

- Photo by Kurt Ritch (AES), May 28, 1991

Photo 4: View to the northwest along southwest property line.

- Photo by Kurt Ritch (AES), May 28, 1991

Facility Photo 3

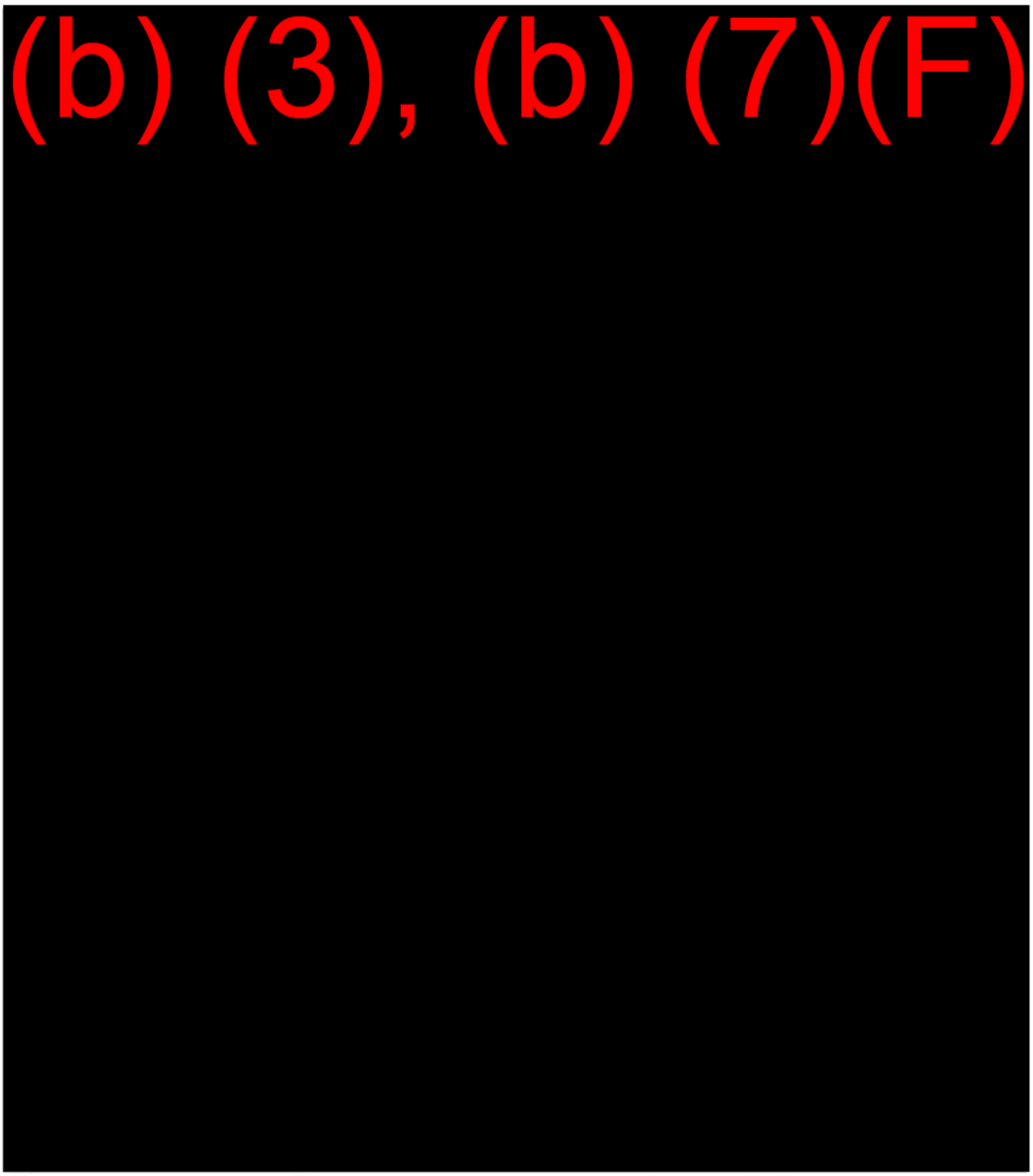

Diagram 10

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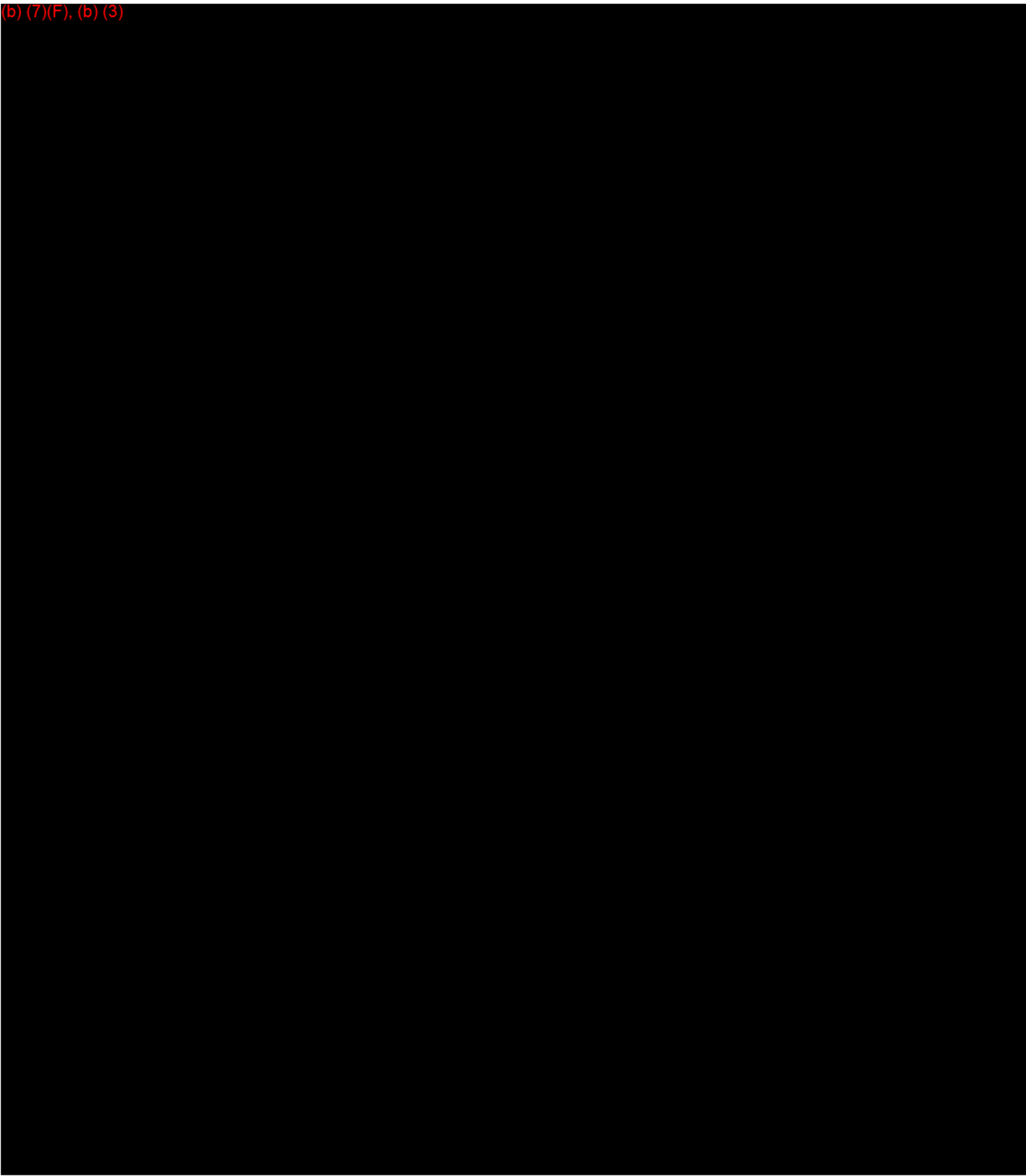
(b) (7)(F), (b) (3)

Facility Photo 4



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

FACILITY RESPONSE PLAN

Irving, TX Terminal

Prepared for:

ExxonMobil Corporation
5959 Las Colinas Blvd.
Irving, Texas 73039

Prepared by:

O'Brien's Response Management Inc.
818 Town & Country Blvd., Suite 200
Houston, TX 77024-4564
Phone: (281) 320-9796 I Fax: (281) 320-9700
www.obriensrm.com

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GENERAL INFORMATION	
Owner/Operator of Facility:	ExxonMobil Corporation
Owner/Operator's Address:	5959 Las Colinas Blvd. Irving, Texas 73039
Owner/Operator's Telephone Numbers:	(972) 444-1000
Facility Name:	Irving, TX Terminal
Facility's Physical Address:	1201 E. Airport Freeway Irving, Texas 75062
Facility's Phone Number:	(972) 579-3841
Latitude:	(b) (7)(F), (b) (3) [redacted]
Longitude:	
Dun & Bradstreet Number:	008072118
North American Industry Classification System (NAICS):	42271
Number of Aboveground Oil Storage Tanks:	20 (Aboveground Storage Tanks) 05 (Buried Storage Tanks) 0 (Other Sources)
Capacity of Largest Aboveground Oil Storage Tank:	(b) (7)(F), (b) (3) [redacted]
Maximum Oil Storage Capacity:	
Worst Case Oil Discharge Amount:	
Facility Distance to Navigable Water:	☐ 0 - 1/4 mile ☒ 1/2 - 1 mile ☐ 1/4 - 1/2 mile ☐ >1 mile

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CERTIFICATION OF THE APPLICABILITY OF THE EPA SUBSTANTIAL HARM CRITERIA

FACILITY NAME: Irving, TX Terminal

FACILITY ADDRESS: 1201 E. Airport Freeway

Irving, Texas 75062

1. Does the facility transfer oil over water to or from vessels ***and*** does the facility have a total oil storage capacity greater than or equal to 42,000 gallons? Yes_____ No___✓___

2. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons ***and*** does the facility lack secondary containment that is sufficiently large to contain the capacity of the largest aboveground oil storage tank plus sufficient freeboard to allow for precipitation within any aboveground oil storage tank area? Yes_____ No___✓___

3. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons ***and*** is the facility located at a distance (as calculated using the appropriate formula in Attachment C-III to 40 CFR Part 112 or a comparable formula1) such that a discharge from the facility could cause injury to fish and wildlife and sensitive environments? For further description of fish and wildlife and sensitive environments, see Appendices I, II, and III to DOC/NOAA's "Guidance for Facility and Vessel Response Plans: Fish and Wildlife and Sensitive Environments" (59 FR 14713, March 29, 1994) and the applicable Area Contingency Plan. Yes___✓____ No_____

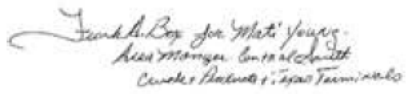
4. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons ***and*** is the facility located at a distance (as calculated using the appropriate formula in Attachment C-III to 40 CFR Part 112 or a comparable formula1) such that a discharge from the facility would shut down a public drinking water intake2? Yes_____ No___✓___

5. Does the facility have a total oil storage capacity greater than or equal to 1 million gallons ***and*** has the facility experienced a reportable oil spill in an amount greater than or equal to 10,000 gallons within the last 5 years? Yes_____ No___✓___

1. If a comparable formula is used, documentation of the reliability and analytical soundness of the comparable formula must be attached to this form.
2. For the purposes of 40 CFR part 112, public drinking water intakes are analogous to public water systems as described at 40 CFR 143.2(c).

I certify:

- Under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.
- To the United States Coast Guard that the Company has ensured, by contract or other approved means as described in section 154.1028(a), the availability of the necessary private personnel and equipment to respond, to the maximum extent practicable to a worst case discharge or substantial threat of such a discharge from the Facility and that the plan meets the requirements of Subpart F to Part 154.



Area Manager

Signature | Title

Frank Boyd | 07/23/2010

Name (please type or print) | Date

NOTE: The information and procedures in this Plan must be treated as guidelines only. The user should determine to what extent it is practical and advisable to follow them. This decision may involve considerations not discussed in this Plan. O'Brien's Response Management Inc. (O'Brien'sRM) provided consulting and plan development services in the preparation of this plan utilizing data provided by the owner/operator and/or the Facility. O'Brien'sRM assumes no liability for injury, loss, or damage of any kind resulting directly or indirectly from the use of the regulatory interpretation, response planning, or information contained in this plan.

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OPERATOR'S STATEMENT - SIGNIFICANT AND SUBSTANTIAL HARM AND CERTIFICATION OF RESPONSE RESOURCES

FACILITY NAME: Irving, TX Terminal

FACILITY ADDRESS: 1201 E. Airport Freeway

Irving, Texas 75062

1. Is the pipeline greater than 6 and 5/8 inches (168 mm) in outside nominal diameter, greater than 10 miles (16 km) in length? and

   Yes_____ No__✓__

2. Has any line section experienced a release greater than 1,000 barrels (159 cu. meters) within the previous five years? or

   Yes_____ No__✓__

3. Has any line section experienced two or more reportable releases, as defined in Sec. 195.50, within the previous five years? or

   Yes_____ No__✓__

4. Does any line section contain any electric resistance welded pipe, manufactured prior to 1970 and operates at a maximum operating pressure established under Sec. 195.406 that corresponds to a stress level greater than 50 percent of the specified minimum yield strength of the pipe? or

   Yes_____ No__✓__

5. Is any line located within a 5-mile (8 km) radius of potentially affected public drinking water intakes and could reasonably be expected to reach public drinking water intakes? or

   Yes_____ No__✓__

6. Is any line located within a 1-mile (8 km) radius of potentially affected environmentally sensitive areas and could reasonably be expected to reach these areas?

   Yes__✓__ No_____

Based on the following criteria per 49 CFR Part 194, the Facility can be classified as non-significant but, substantial harm.

ExxonMobil Corporation hereby certifies to the Pipeline and Hazardous Materials Safety Administration of the Department of Transportation that we have identified and ensured, by contract or by other means, the availability of personnel and equipment to respond, to the maximum extent practicable, to a worst case discharge.

Frank A. Boyd for Matt Young
Area Manager Contract Admin
Crude Pipelines - Texas Terminals

Area Manager

Signature | Title

Frank Boyd | 07/23/2010

Name (please type or print) | Date

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NOTE: It is the responsibility of the holder of this Plan to ensure that all changes and updates are made. The Plan Holder must:

- Remove and discard obsolete pages.
- Replace obsolete pages with the updated pages.

REVISION RECORD		
CHANGE DATE	AFFECTED PAGE NUMBER(S)	DESCRIPTION OF CHANGE(S)
July, 2010	Entire Plan	Plan converted to ePlanPro® format.
December, 2010	FWD, Sec. 2.	Modified distribution list. Updated contacts.
January, 2012	ERAP, FWD, Sec 2, Sec 4, App D.	Updated contacts and Strike Team info.

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DISTRIBUTION LIST	
COPY NUMBER	**PLAN HOLDER**
IRV-1	Don Smith FOSC Response & Prevention Branch P.O. Box 303 Dallas, Texas 75313-0303
IRV-2	Ricky Stowe Terminal Superintendent 1201 E. Airport Freeway Irving, Texas 75062
IRV-3, IRV-4 (Electronic Copies)	Office of Pipeline Safety Pipeline & Hazardous Material Safety Admin 1200 New Jersey Avenue SE-E-22-321 Washington, District Of Columbia
ExxonMobil ePlanPro(r) System	ExxonMobil ePlanPro(r) Enterprise System Accessible to all Responsible Personnel Hosted Online

NOTE: The Distribution of this Plan is controlled by the Copy Number located on the front cover or CD label. The Plan Distribution Procedures provided in Section 1.3 and the Plan Review and Update Procedures provided in Section 1.4 should be followed when making any and all changes.

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1.0 INTRODUCTION AND PLAN CONTENT

1.1 Plan Purpose/Objectives

1.2 Format and Scope of Plan

1.3 Plan Distribution Procedures

1.4 Plan Review and Update Procedures

1.5 Regulatory Compliance

Figure 1.1 Facility Information

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1.1 PLAN PURPOSE/OBJECTIVES

The purpose of this Facility Response Plan ("Plan") is to assist the Irving, TX Terminal (“Facility") personnel prepare for and respond quickly and safely to an incident at the Facility. The Plan provides techniques and guidelines for achieving an efficient, coordinated and effective response to an incident which may occur at the Facility.

The specific objectives of the Plan are to:

- Establish an Emergency Response Team, assign individuals to fill the positions on the team and define the roles and responsibilities of team members.
- Define notification, activation, and mobilization procedures to be followed when an incident occurs.
- Define organizational lines of responsibility to be adhered to during a response operation.
- Ensure compliance with certain federal, state, and local regulatory requirements. A summary of the applicable regulations addressed by this plan is provided in Section 1.5.
- Ensure consistency with the National Contingency Plan and Area Contingency Plan(s) for the area of operation.

1.2 FORMAT AND SCOPE OF PLAN

This Plan has been developed under the general guidance published in the Federal Register by the EPA entitled “The National Response Team’s Integrated Contingency Plan” (61 FR 28642). The NRT guidance was developed in conjunction with the Environmental Protection Agency, Department of Transportation (U.S. Coast Guard, Research and Special Programs Administration, replaced by PHMSA), Department of the Interior (Minerals Management Service, replaced by BSSE), and the Department of Labor (Occupational Safety and Health Administration). This guidance also provides for state and local contingency planning requirements to be incorporated into the Plan.

This Plan contains prioritized procedures for Facility personnel to mitigate or prevent any discharge resulting from the operations of the Facility. A description of the operations conducted at the Facility is provided in Figure 1.1 with additional information provided in the "Hazard Evaluation" located in Appendix C.

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1.3 PLAN DISTRIBUTION PROCEDURES

Distribution will be handled in the following manner:

- This plan is designed to be electronically based. Access to the Plan will be through an interactive computer interface, which will provide efficient and straightforward guidance for the response team.
- In the event that the electronic plan is inaccessible, bound copies of the plan are available to the response team for their use during an emergency incident.
- Distribution of copies of the Plan is controlled by the number on the front cover. A Distribution List is provided in the Foreword to facilitate control.
- Company personnel who may be called upon to provide assistance during emergency response activities will have access to the Plan for their use and training.
- Certain individuals will be assigned to maintain bound copies of the Plan. It is the responsibility of any person holding a copy of the Plan to ensure that the copy is transferred to their replacement in the event of reassignment or change in responsibility.
- Copies of the Plan will also be distributed to various regulatory agencies. The list of agencies and control numbers is provided in the Distribution List.

1.4 PLAN REVIEW AND UPDATE PROCEDURES

Annual Review/Update

The Facility will coordinate the following Plan review and update procedures.

- Annually review the relevant portions of the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) and applicable Area Contingency Plan(s) and, if necessary, revise the FRP to ensure consistency.
- At least once each year, review and make appropriate revisions as required by operational or organizational changes.
- At least once each year, review and make appropriate revisions as required by changes in the names and telephone numbers detailed in Section 2.0.
- Opportunities may occur during response team tabletop exercises or actual emergency responses which may initiate Plan review/update.

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Federal Agency Review/Revision Requirements

AGENCY TIMING REQUIREMENTS	EPA	DOT/PHMSA
Timing for Plan reviews.	Periodically but not to exceed five (5) years.	Periodically but not to exceed five (5) years.
Timing for submission of significant Plan revisions as detailed in the table below.	60 days	30 days

EPA Requires any significant changes (see below) that materially may affect the response to a Worst Case Discharge to be submitted within 60 days of the change to the EPA's Regional Office [40 CFR 112.20(d)(1)]. If the Facility is a significant and substantial harm facility, EPA will review the Plan periodically (not to exceed five years). The Facility will submit non-material changes to EPA as the revisions occur.

DOT/PHMSA The Facility shall revise and resubmit changes to the Pipeline Response Plans Officer within 30 days for new or different operating conditions or information which will substantially affect the implementation of the response plan [49 CFR 194.121]. For a substantial harm facility, the Facility will review the Plan at least every five years of the most recent date of submission and resubmit changed portions of the Plan. For a significant and substantial harm facility, the review will be conducted within 5 years of the date of approval. If the Plan is still current, the Agency will accept a letter which serves as the resubmitted plan for PHMSA to review for completeness.

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The Facility shall revise and resubmit revised portions of the Plan for each change that may materially affect the response to a Worst Case Discharge, including:

CONDITIONS REQUIRING CHANGES	EPA	DOT/ PHMSA
Material change in the Facility's spill prevention and emergency response procedures.	✓	✓
Change in the Facility's configuration that materially alters the information included in the Plan.	✓	✓
Change in the type of oil handled, stored, or transferred that materially alters the required response resources.	✓	✓
A change in the name of the Oil Spill Removal Organization (OSRO).	✓	✓
Material change in capabilities of the Oil Spill Removal Organization(s) (OSROs) that provide equipment and personnel.	✓	✓
Any other changes that materially affect the implementation of the Plan.	✓	✓
A change in the listings of economically important or environmentally sensitive areas identified in the applicable ACP in effect six (6) months prior to the plan review.		✓
Relocation or replacement of portions of the Facility (including the Pipeline) which in any way substantially affect the information included in the Plan, such as a change to the Worst Case Discharge Volume.		✓
Emergency response procedures.		✓
An extension of the existing pipeline or construction of a new pipeline in a response zone not covered by the previously approved plan.		✓
The qualified individual.		✓
A change in the NCP or an ACP that has significant impact on the equipment appropriate for response activities.		✓

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1.5 REGULATORY COMPLIANCE

The development, maintenance, and utilization of this Plan implements company policy and addresses the following regulatory requirements and guidelines:

- Federal Oil Pollution Act of 1990: U.S. EPA Final Rule for Non-Transportation Related On-shore Facilities as published in 40 CFR Part 112.20.
- Federal Oil Pollution Act of 1990: U.S. DOT Final Rule for Transportation Related On-shore Facilities as published in 49 CFR 194.
- OSHA's HAZWOPER Regulation as published in 29 CFR 1910.120.
- OSHA's Emergency Action Plan Regulation as published in 29 CFR 1910.38(a), as applicable.

This Plan is consistent with the most recent version of the applicable Area Contingency Plans (ACPs). The applicable ACPs for the Facility are:

- U.S. Environmental Protection Agency - Region VI, Regional Integrated Contingency Plan

This Plan is consistent with the most recent version of the National Contingency Plan (NCP). The NCP for the Facility is:

- U.S. Environmental Protection Agency; National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule.

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FIGURE 1.1
FACILITY INFORMATION

GENERAL INFORMATION		
Facility Name:	Irving, TX Terminal	
	Physical Address 1201 E. Airport Freeway Irving, Texas 75062	***Mailing Address*** 1201 E. Airport Freeway Irving, Texas 75062
24 hr Telephone #:	(972) 579-3841	
Fax #:	(972) 579-3839	
EPA FRP #:	TXD 066344904	
NAICS:	42271	
Latitude/Longitude:	(b) (7)(F), (b) (3) [redacted]	
Dunn & Bradstreet Number:	008072118	
Company:	***Owner: Physical Address*** ExxonMobil Corporation 5959 Las Colinas Blvd. Irving, Texas 73039	***Operator: Physical Address*** ExxonMobil Corporation 5959 Las Colinas Blvd. Irving, Texas 73039

FACILITY LOCATION				
County:	Irving			
Area Map:	See Appendix G			
Facility Diagram:	See Appendix G			
Wellhead Protection Area:	N/A			
Facility Distance to Navigable Water:	☐	0 - 1/4 mile	☒	1/2 - 1 mile
	☐	1/4 - 1/2 mile	☐	>1 mile
Landside Directions:	Terminal is located on Highway 183 at the Carl Road exit. Terminal is bounded on the north by Burlington Railroad and on the south by Highway 183.			
Waterside Directions:	N/A			

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QUALIFIED INDIVIDUAL		
Certification:	The Company grants full authority to the designated Qualified and Alternate Qualified Individuals to implement the Facility Response Plan and to: • Activate and engage in contacting with oil spill removal organizations, • Act as liaison with the pre-designated Federal On-Scene Coordinator (OSC), and • Obligate funds required to carry out response activities.	
Qualified Individual:		
Ricky Stowe	Terminal Superintendent / Incident Commander	(469) 955-1838 (24 Hr.) (b) (6) (Home) (Cellular)
Alt. Qualified Individual:		
Robert Caudle	Working Foreman / Logistics, Planning, Operations Section Chief	(972) 670-3127 (24 Hr.) (b) (6) (Home) (Cellular)
Michael Bailey	Operations Section Support	(469) 337-8069 (24 Hr.) (b) (6) (Home) (Cellular)

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PHYSICAL DESCRIPTION - GENERAL

Description of Operation:

- The Exxon Irving site is a distribution terminal for two grades of motor gasoline, ULSD, Ethanol, and interface. Service area includes Dallas/Ft. Worth metroplex.
- The Facility's total aboveground oil storage capacity is (b) (7)(F), (b) (3) [redacted]
- There are a total of 20 aboveground storage tanks. The capacity of the largest tank (1120*) is (b) (7)(F), (b) (3) [redacted].
- The Facility operates 24/7
- The Facility's Worst Case Discharge amount: (b) (7)(F), (b) (3) [redacted] (EPA) DOT/PHMSA)

Date of Initial Storage: 1946

Products Handled:

- Petroleum Products

Note: A Product Specific Response Consideration sheet is provided at the end of Section 3.0. The Facility also maintains MSDS reference information on the products stored.

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PHYSICAL DESCRIPTION - DOT/PHMSA OPERATIONS

General Pipeline Operations:

Breakout tanks receive product via the ExxonMobil Pipeline System.

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PHYSICAL DESCRIPTION - TRUCK AND RAIL TRANSFER

Truck Rack

Description of Operation:

The truck rack is a 7 position loading rack.

Loading Rate: 500-600 gpm

Largest Truck Capacity: 9,000 gals

Discharge Prevention:

Drainage goes to the concrete drain sumps at the loading islands which are hard piped to the east oil/water separator. This separator will hold a spill of approximately 1500 gallons. Drainage from the loading rack pump area, the terminal maintenance shop, and the driveway areas go either to the south or east oil/water separators as described in the drainage diagram. Water from the two separators flows to the lift station where it is co-mingled with stormwater from the diked areas and driveways. The water is pumped through drainage pipe to the pond. (b) (3), (b) (7)(F) [redacted]

[redacted]

- [redacted]

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DATES AND TYPES OF SUBSTANTIAL EXPANSIONS

There are types of substantial expansion on-site to date.

OTHER FACILITY DATA

The facility consists of 18 above ground storage tanks, 2USTs, 2 oil/water separators, 1 pond, an office building, maintenance building, garage, gatehouse and warehouse (closed).

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2.0 NOTIFICATION PROCEDURES

2.1 Internal Notifications

2.2 External Notifications

Figure 2.1 Internal Notification References

Figure 2.2 Oil Spill Removal Organizations

Figure 2.3 Notification Data Sheet

Figure 2.4 External Notification Flowchart

Figure 2.5 External Notification References

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This Section is a guide for notification procedures that should be implemented immediately after discovering an emergency incident. Internal and external notifications are described separately for clarification purposes only. All notifications are of extreme importance and must be completed in a timely manner.

2.1 INTERNAL NOTIFICATIONS

The following internal notifications should be made for each emergency incident to the extent that the incident demands. In no event shall notification be delayed because the immediate supervisor is inaccessible. Authorization is given to bypass management levels if necessary to provide timely notification to appropriate management. The typical notification responsibilities for each person potentially involved in the initial response are listed below.

Person Discovering the Incident

In the case of a spill to land or other emergencies at the Irving Terminal, the person discovering the incident must instruct personnel in the area to immediately begin emergency response activities. He must then notify:

- the Fire and Police Departments by calling 911,
- Baytown/Irving Pipeline,
- United Petroleum (leasing our warehouse on the property), and
- the Terminal Superintendent or his alternate and advise the nature of the incident.

Terminal Superintendent

The Terminal Superintendent or his alternate is the Communications Coordinator for the Terminal and he will determine who should be called and who will do the notifications. The organizations, agencies and individuals called will depend on the type and size of the spill, the time of day, day of the week, and other circumstances regarding the spill. All facility personnel names in the plan are familiar with its contents and will be able to operate according to the plan.

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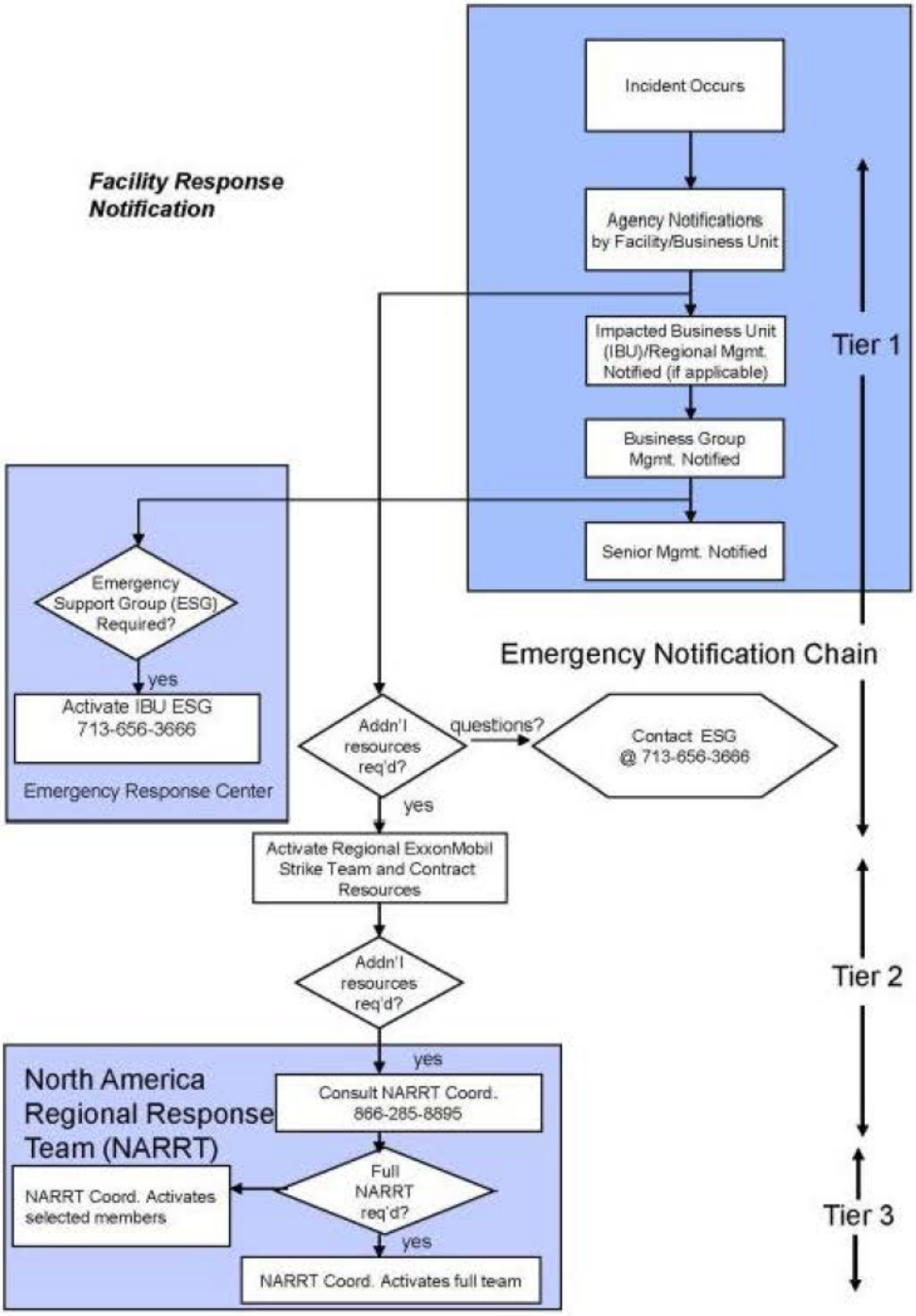

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2.2 EXTERNAL NOTIFICATIONS

Depending on the type and level of incident, certain external notification may be necessary. Responsibilities for each person potentially involved in the external notifications are listed below.

Terminal Superintendent

The Terminal Superintendent or his designee will determine which agencies/organizations/individuals are to be notified depending upon the nature of the emergency. The sequence of government notifications for a major incident would be as follows:

- National Response Center
- TCEQ (State Emergency Response Commission)
- EPA Region 6

Concurrent with these external notifications, facility personnel and the OSROs, would be called to report to the terminal. Telephone numbers and alternate means of reaching personnel or organizations are listed where applicable and available in Section 2.

In addition, ExxonMobil management would be notified.

The Spill Response Notification Form in Appendix F should be used to gather and disseminate critical information. The person calling the NRC should not wait for all information before calling.

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FIGURE 2.1

INTERNAL NOTIFICATION REFERENCES

INTERNAL NOTIFICATIONS - INCIDENT MANAGEMENT TEAM				
NAME/ POSITION/TITLE	RESPONSE TIME	OFFICE	HOME	OTHER
Matthew Young Central South Operations Manager	5 Hours	(281) 925-3856	(b) (6)	(b) (6) CELL
Ricky Stowe Terminal Superintendent / Incident Commander	0.5 Hour	(972) 579-3842		(b) (6) CELL (888) 263-4160 PGR
Robert Caudle Working Foreman / Logistics, Planning, Operations Section Chief	0.5-1 Hour	(972) 579-3840		(b) (6)
Michael Bailey Operations Section Support	1 Hour	(972) 579-3841		
John Dunn Emergency Preparedness & Response Advisor	8 Hours	(713) 656-3666		
Patricia Errico Public Affairs	8 Hours	(713) 656-5431		
Guy Peltier Security & Contract Safety Advisor	8 Hours	(713) 656-3504		
Tommy Tomblin Strike Team Coordinator	8 Hours	(281) 834-4528		(800) 946-4646 PGR
Gail Worrell Environmental Advisor	5 Hours	(512) 708-9689		(b) (6)
Jimmy Davis GSD Security	5 Hours	(281) 654-2474		(713) 203-2636 PGR

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FIGURE 2.2

OIL SPILL REMOVAL ORGANIZATIONS

USCG CLASSIFIED OIL SPILL REMOVAL ORGANIZATIONS (OSRO)			
COMPANY	RESPONSE TIME	LOCATION	TELEPHONE
Garner Environmental	<2 Hours	Houston, Texas	24 Hr - (800) 424-1716
Eagle Construction & Environmental Services, Inc.	1-1.5 Hour	Eastland, Texas	24 Hr - (800) 336-0909

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FIGURE 2.3

NOTIFICATION DATA SHEET

Date: _____ ***Time:*** _____

INCIDENT DESCRIPTION

Reporter's Full Name:		***Position:***	
Day Phone:		***Evening Phone:***	
Company:	ExxonMobil Corporation	***Organization Type:***	
Facility Address:	1201 E. Airport Freeway Irving, Texas 75062	***Owner's Address:***	5959 Las Colinas Blvd. Irving, Texas 73039
Facility Latitude:	(b) (7)	***Facility Longitude:***	(b) (7)

Spill Location ***(if not at Facility):*** _____

Responsible Party's Name: _____ ***Phone Number:*** _____

Responsible Party's Address: _____

Source and/or cause of discharge: _____

Nearest City: _____

County:	Irving	***State:***	Texas	***Zip Code:***	75062
Section:		***Township:***		***Range:***	

Distance from City: _____ ***Direction from City:*** _____

Container Type: _____ ***Container Storage Capacity:*** _____

Facility Oil Storage Capacity: _____

Material: _____

Total Quantity Released	Water Impact (*YES or NO*)	Quantity into Water

RESPONSE ACTION(S)

Action(s) taken to Correct, Control, or Mitigate Incident:

Number of Injuries: _____ ***Number of Deaths:*** _____

Evacuation(s): _____ ***Number Evacuated:*** _____

Damage Estimate: _____

More information about impacted medium: _____

CALLER NOTIFICATIONS

National Response Center (NRC): 1-800-424-8802

Additional Notifications (Circle all applicable): ***USCG*** ***EPA*** ***State*** ***OSHA*** ***Other*** _____

NRC Incident Assigned No.: _____

ADDITIONAL INFORMATION

Any information about the incident not recorded elsewhere in this report:

NOTE: DO NOT DELAY NOTIFICATION PENDING COLLECTION OF ALL INFORMATION.

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FIGURE 2.4

EXTERNAL NOTIFICATION FLOWCHART

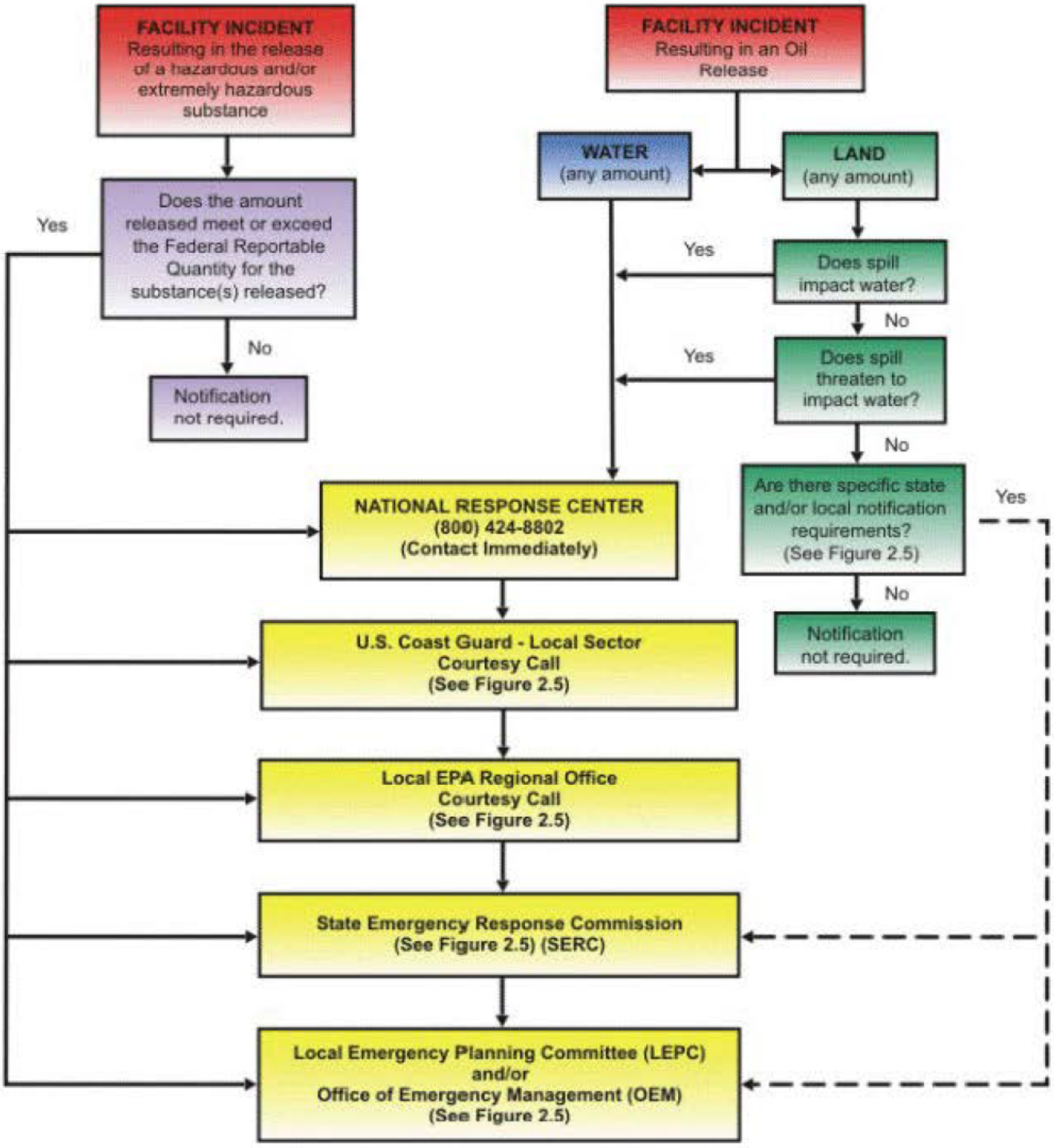

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FIGURE 2.5

EXTERNAL NOTIFICATION REFERENCES

REQUIRED NOTIFICATIONS

National Response Center (NRC)

c/o United States Coast Guard (CG-3RPF-2), 2100 2nd Street Southwest - Room 2111-B Washington, District Of Columbia 20593-0001	(800) 424-8802 (24 Hr.) (202) 267-2675 (Day Phone)

REPORTING REQUIREMENTS

TYPE:	Any discharge or sighting of oil on navigable waters.
VERBAL:	Immediate notification required (within 2 hours).
WRITTEN:	If an RQ limit is reached, refer to state requirements for written report requirements.
NOTE:	A call to the NRC must also be made for spills or releases of hazardous substances that meet or exceed their RQ.

Office of Pipeline Safety

Department of Transportation for DOT Jurisdiction Pipeline and Hazardous Materials Safety Administration, Room 2103, 400 Seventh Street SW Washington, District Of Columbia 20590	(800) 424-8802 (24 Hr.) (202) 267-2675 (Day Phone) (202) 267-2180 (Night Phone)

REPORTING REQUIREMENTS

TYPE:	In addition to the reporting of accidents to the NRC, a written accident report may be required for incidents .
VERBAL:	Call to the NRC meets the required verbal notification under DOT reporting requirement.
WRITTEN:	As soon as practicable, an accident meeting any of the requisite criteria must be reported on PHMSA Form 7000-1.
NOTE:	

TCEQ Region 14 - Fort Worth

Fort Worth, Texas	(817) 588-5855 (24 Hr.)

REPORTING REQUIREMENTS

TYPE:	All spills of oil or petroleum products into water and/or discharges onto land that meet or exceed 5 barrels for Refinery and Chemical Plant or 25 gallons for B & P Plant.
VERBAL:	As soon as possible, within 24 hours of discovery.
WRITTEN:	As the agency may request, depending on circumstances.
NOTE:	

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REQUIRED NOTIFICATIONS (Cont'd)	
ExxonMobil	
Brian Magruder	(713) 898-5736 (24 Hr.)

REPORTING REQUIREMENTS

TYPE:

VERBAL:

WRITTEN:

NOTE: Caller needs to reach contact. If not, call until you speak with a Manager. Once contact is made, this person will make the required calls to other members of ExxonMobil management.

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OTHER POTENTIAL REQUIRED NOTIFICATIONS

Texas Parks and Wildlife

4200 Smith School Road Austin, Texas 78744	(800) 792-1112 (24 Hr.) (512) 389-4800 (Day Phone)

REPORTING REQUIREMENTS

TYPE: Wildlife Protection / Rehabilitation

VERBAL: Immediately

WRITTEN: As the agency may request depending on circumstances.

NOTE: N/A

Texas State Fish and Wildlife

Austin, Texas	(512) 389-4848 (24 Hr.)

REPORTING REQUIREMENTS

TYPE: Wildlife Protection / Rehabilitation

VERBAL: Immediately

WRITTEN: As the agency may request depending on circumstances.

NOTE:

Dallas County LEPC

5230 Medical Center Drive Dallas, Texas 75235	(214) 749-8641 (Elizabeth Todd) (Day Phone)

REPORTING REQUIREMENTS

TYPE: Immediately for spills that impact or threaten navigable waters or adjoining shoreline.

VERBAL: Immediately.

WRITTEN: As requested by agency.

NOTE:

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OTHER POTENTIAL REQUIRED NOTIFICATIONS (Cont'd)

TX RR Commission - Region 6

FT. Worth, Texas	(817) 882-8966 (24 Hr.)

REPORTING REQUIREMENTS

TYPE: (16 TAC Section 3.20 (a)-(b)) In the case of a fire, spill or break causing loss of over (5) barrels. For Pipeline incidents reportable to the NRC, notify the TRRC Pipeline Safety Section's District.

VERBAL: Immediate notification to District Office.

WRITTEN: File Form H-8 in duplicate when appropriate measure have been taken, within 30 days following the date of the incident.

NOTE:

TX RR Commission - Austin Headquarters

William B. Travis Building, 1701 North Congress Austin, Texas 78711-2967	(512) 463-6788 (24 Hr.) (512) 463-7058 (Day Phone)

REPORTING REQUIREMENTS

TYPE: Immediately for spills that impact or threaten navigable waters or adjoining shoreline.

VERBAL: Immediately.

WRITTEN: As requested by agency.

NOTE:

City of Irving Local Water Supply

Irving, Texas	(972) 721-2281 (24 Hr.) (972) 721-2261 (Day Phone)

REPORTING REQUIREMENTS

TYPE: Immediately for spills that impact or threaten navigable waters or adjoining shoreline.

VERBAL: Immediately.

WRITTEN: As requested by agency.

NOTE:

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FIRE, POLICE, HOSPITALS		
DIAL 911 for all Police, Fire, and Ambulance Emergencies		
AGENCY	LOCATION	TELEPHONE
Irving Fire Marshal	Irving, Texas	(972) 721-2308
Texas State Police	Garland, Texas	(214) 861-2000
Irving Police - Lt. Meeks	Irving, Texas	(972) 721-2553
Irving Hospital	Irving, Texas	(972) 579-8110
Irving Police	Irving, Texas	(972) 721-2661

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MEDIA NOTIFICATIONS		
AGENCY	LOCATION	TELEPHONE
Weather Report	Dallas, Texas	(214) 787-1111
KDFW TV Channel 4 (Evac Notification)	Dallas, Texas	(214) 720-4444
Crest Media	Dallas, Texas	(972) 243-7779

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OTHER PUBLIC/INDUSTRY CONTACTS		
COMPANY	LOCATION	TELEPHONE
City of Irving Flood Control	Dallas, Texas	(972) 556-0625
Baytown Irving Pipeline	Houston, Texas	(713) 656-1236
Burlington Northern Railroad	Irving, Texas	(800) 832-5452
Miss Bloomingdale's Academy	Irving, Texas	(972) 869-9145
Las Colinas Ponds Country Club & Golf Course	Irving, Texas	(972) 541-1141
TX Dept. of Transportation (DOT)	Mesquite, Texas	(214) 320-6240
TX Historic Commission Preservation Office	Austin, Texas	(512) 463-6100
Trinity River Authority	Dallas, Texas	(972) 225-3462
Oncor	Dallas, Texas	(888) 313-4747
Frank Para Chevrolet	Irving, Texas	(972) 721-4300
US Fish & Wildlife Service, Arlington Office	Arlington, Texas	(817) 277-1100
City of Dallas, Parks & Recreation Operations	Dallas, Texas	(214) 670-4078
City of Irving Water Department	Irving, Texas	(972) 721-2411
Dallas County Utility Reclamation District	Dallas, Texas	(972) 556-0625
City of Dallas - Water Utilities	Dallas, Texas	(214) 651-1441
City of Dallas - Watershed Management	Dallas, Texas	(214) 948-4450

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ADDITIONAL RESPONSE RESOURCES		
Planning and Incident Support		
COMPANY	**LOCATION**	**TELEPHONE**
United Petroleum Transport (Lance)	Ft. Worth, Texas	(817) 540-6178
FAA/Air Route Traffic Control Center	Ft. Worth, Texas	(817) 858-7300
Holloway Welding and Pipe (Dick Tollenaan)	Plano, Texas	(972) 562-5033
Automated Power Service	Grand Prairie, Texas	(972) 986-4330
Protect Environmental	Trinity, Texas	(972) 554-1700
Dallas Aerial Survey	Dallas, Texas	(214) 349-2190
Allied Waste Systems	Dallas, Texas	(972) 225-8151
Empire Truck Lines	Irving, Texas	(972) 870-9455
Coastal Transport (Gary Cornwell)	Ft. Worth, Texas	(800) 633-2808
Poison Control Center	Temple, Texas	(800) 222-1222

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3.0 RESPONSE ACTIONS

3.1 Initial Response Actions

3.2 Incident Specific Response Actions

- Fire / Explosion Incidents
- Medical Emergency/Rescue Incidents
- Hazardous Material Or Oil Spill/Release Incidents
- Pipeline Incidents
- Abnormal Pipeline Operations
- Security Incidents
- Inclement Weather Incidents
- Power Outage Incidents
- Flooding Incidents
- Special Hazard Incidents

3.3 Product Specific Response Considerations

3.4 Air Monitoring

3.5 Decontamination

3.6 Personal Protective Equipment (PPE)

3.7 Evacuation

3.8 Documentation of Initial Response Actions

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3.1 INITIAL RESPONSE ACTIONS

Establish an Emergency Response Team, assign individuals to fill the positions on the team and define the roles and responsibilities of team members. Initial response actions are those actions taken by personnel immediately upon becoming aware of a discharge or emergency incident, before the appropriate Emergency Response Team (ERT) (described in Section 4.0) is formed and functioning. Timely implementation of these initial steps is of the utmost importance because they can greatly affect the overall response operation.

It is important to properly classify the emergency level to ensure a proper response. The emergency level of the incident will affect the notifications and the initial response to the incident.

It is important to note that **the actions described in this section are intended only as guidelines. The appropriate response to a particular incident may vary depending on the nature and severity of the incident and on other** factors that are not readily addressed. Note that, **without exception, personnel and public safety is first priority.**

INITIAL RESPONSE ACTIONS - SUMMARY

1. Assume responsibility and control of the situation.
2. Assess the incident - Personnel and Public Safety is first priority.
3. Provide immediate aid to the injured.
4. Eliminate any sources of ignition.
5. Isolate the source of a discharge, eliminate, or minimize further flow.
6. Conduct immediate notification to activate the alarm system and mobilize the ERT or emergency services, as necessary.
7. Control the area - Evacuate as needed and prevent personnel from entering the area until trained responders have arrived.

Section 3.2 discusses initial response actions for specific incidents.

The first Company employee on scene will function as the Person-in-Charge until relieved by an authorized supervisor who will assume the role of on-scene Incident Commander. Transfer of command will take place as more senior management respond to the incident.

The person functioning as **Incident Commander** during the initial response period **has the authority to take the steps necessary to control the situation and must not be constrained by these general guidelines** .

3.2 INCIDENT SPECIFIC RESPONSE ACTIONS

Remember, without exception, personnel safety is the first priority, excessive exposure to the vapor and liquid stages of the spilled product should be avoided.

The following figures describe initial response activity for specific types of incidents. They are intended as guidelines. Each individual responsible for a response action must evaluate each action to ensure Personal Safety prior to conducting that action.

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FIRE / EXPLOSION INCIDENTS

Fire in the Office Building / Garage

Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

- Activate Audible Alarm
- ***Call 911***
- Shut down loading rack
- Remove tanker trucks/vehicles to safety, away from building/fire area
- Notify neighbors
- Evacuate office building and garage
  - Notify garage employees
  - Check all rooms in building - unlock and close all office doors
  - Monitor/direct personnel to appropriate exit
  - Assemble and account for personnel in Safe Haven
  - After personnel are evacuated, shutoff the audible alarm
- Restrict access to Terminal
- ExxonMobil personnel to direct Fire Dept to fire area
- Station ExxonMobil personnel to lead responding fire fighters through building
- If directed by the Fire Dept - ExxonMobil to shut off power to building
- Notify ExxonMobil up line management
- The TS handles reporting through LPS

Fire Involving Non-ExxonMobil Adjoining Property / Buildings

Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

- ***Call 911***
- Sound alarm
- If necessary, shut down loading rack
- Restrict access to terminal
- Be ready to evacuate if so instructed by Fire Department
- Be alert to airborne debris falling into terminal
- The TS handles reporting through LPS

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Fire in Tank Farm

Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

- ***Call 911***
- Sound alarm
- Stop all product transfers
- Shut down loading rack. Remove all trucks from loading rack.
- Notify pipeline to shutdown pipeline.
- If possible, shut all tank inlet and outlet valves.
- Evacuate Tank Farm
- Notify office and garage personnel to standby for possible evacuation. If it is necessary to evacuate, follow the steps in "Fire in the Office Building/Garage".
- Notify neighbors
- Close all Tank Farm and loading rack entrances to unauthorized access
- Remove all trucks from garage area
- Notify upline ExxonMobil management
- The TS handles reporting through LPS

Fire at Loading Rack

Person in Charge:

- Day:
  - Primary: Terminal Superintendent
  - Alternate: Working Foreman or Terminal Operator
- Night:
  - Primary: On-duty Terminal Operator

Response:

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

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HAZARDOUS MATERIAL OR OIL SPILL / RELEASE INCIDENTS

Vapor Release

Gas Release from Off-Site

When the Superintendent receives information that indicates a threat to terminal employees, he should notify employees by radio transmission to immediately proceed to the terminal building or to evacuate the terminal site. A wind sock is installed to observe wind direction.

The Superintendent would make a judgment based on his discussion with the outside reporting party about whether to shutdown equipment before seeking shelter or evacuating the plant. If the Superintendent orders an evacuation of the terminal, he should also instruct employees on direction of evacuation and where to assemble off-site so that all employees/contractors can be accounted for.

Safe Haven

The Terminal has no area designated as a Safe Haven from toxic vapors in the sense that it is a specially equipped room designed to protect personnel from toxic vapors. Safe Haven will be used in the context of this document to refer to a location in the terminal that would be deemed the safest location possible under the circumstances.

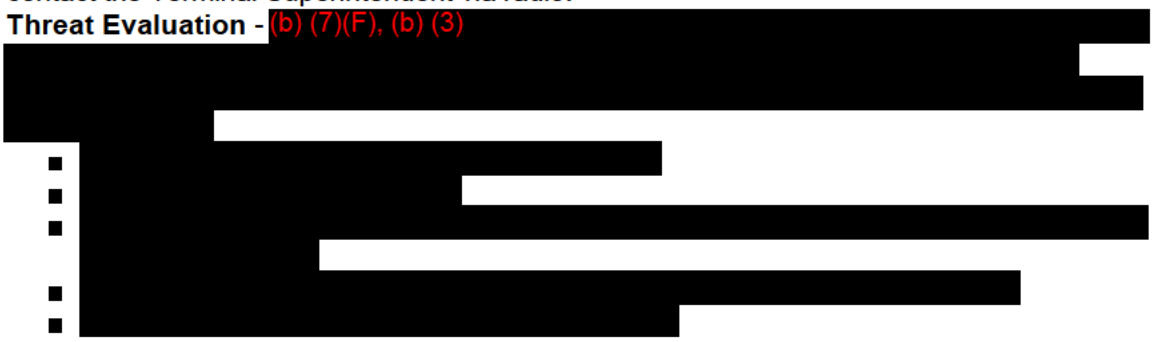
If the Fire alarm sounds and/or an ExxonMobil Employee announces over the radio for all employees to go to a designated location, the following actions should be taken immediately:

- SAFE HAVEN WILL BE ANNOUNCED OVER THE RADIO SINCE CONDITIONS OF THE EMERGENCY MAY DICTATE THE LOCATION. IF NO ANNOUNCEMENT IS MADE, ALL EMPLOYEES SHOULD REPORT TO THAT LOCATION.
- All employees should immediately proceed to the Safe Haven.

The following describes general steps that should be taken to manage a hypothetical situation.

Under no circumstances should an individual undertake any of the following if there is any indication, at the time and location of the event, that implementing the action would put the individual at risk of personal injury.

- **Notification** - Employee reporting potential or confirming a Vapor Release should immediately contact the Terminal Superintendent via radio.
- **Threat Evaluation** - (b) (7)(F), (b) (3)



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Terminal Initial Response

Upon announcement of a potential release over the radio, all terminal personnel shall cease their current activities and prepare to respond as described below, while staying in radio contact for further instructions.

Action Steps - Terminal Shutdown/Evacuation

The Terminal Superintendent shall direct the activities and make the decision on implementation of Phase I or II of this Plan. Initial efforts are in accordance with the Emergency Response Plan. Activities will be segregated into two Phases. Phase I will be limited to initial stand down and preparation for Phase II. If the circumstances warrant, Phase II, plant evacuation, will be initiated. Both Phases are described below.

Phase I Response

All existing operations shall cease in a controlled fashion. Possible areas of operation for shut down are listed below along with additional duties to be performed:

- Loading Rack: Cease loading; shut-off all engines, escort drivers to Safe Haven/designated location
- Laboratory: Cease all testing; extinguish heat/spark producing equipment
- Onsite Contract/Visitor Hot Work Permits: Retract all Hot work permits and escort all visitors into designated location/safe haven
- Air Testing: Test environment for airborne hazards
- Motor Vehicle Operation: Cease all motor vehicle operation/use of internal combustion engines

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

- Incident Coordination: Coordinate activities of plant personnel
- Roll Call: Call roll to account for all terminal employees
- Notification/Communication: Notify 911

Phase II Response

Upon completion of Phase I, employees should standby for further instructions. If the situation deteriorates, Phase II, Controlled Shutdown and Evacuation will commence.

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

- Evacuation/Route: Initiate evacuation/select route & rendezvous location
- Final Notifications: As directed

Employees should follow instructions closely for evacuation. A priority is to ensure the safety of all terminal personnel. Personal and Company possessions should be considered disposable in a Phase II situation.

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PIPELINE INCIDENTS

- Notify Control Center and immediate supervisor of incident.
- Control Center perform shut down procedures outlined in Procedural Manual.
- Qualified personnel should use Combustible Gas Indicator, O2 meter, proper colormetric indicator and/or other air sampling measurements to ensure that areas are safe to enter for continued response operations.
    - Mitigate spreading of the product, as the situation demands. Potential containment strategies include:
        - Earthen dike/berm
        - Ditching
        - Spreading sorbent material over the spill
    - Prevent the spill from entering the waterways, sewer, etc. to the greatest extent possible.
- Inform local operators such as utilities, telephone company, railway.
- If located within containment area, ensure that drainage valve(s) is "closed".
- If the spill escapes the containment area, review the location of socio-economic and environmentally sensitive areas identified in Section 6.0 and the ACP. Determine which of these may be threatened by the spill and direct the response operation to these locations. Initiate protection and recovery actions.
- Determine the direction and expected duration of spill movement. Refer to the maps in Appendix G.
- Make all necessary repairs.
- Clean up spilled product to eliminate any possible environmental problems. Be alert for underground cables.
- Return the line to service when repairs are complete.
- Complete follow-up and written reporting, as the situation demands.

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ABNORMAL PIPELINE OPERATIONS

- If an increase or decrease in pressure or flow rate outside normal operating limits occurs and **no emergency condition exists** immediately investigate the pipeline operations.
- Verify whether a true safety problem, equipment malfunction, or operator error is present.
- If the situation is due to malfunctioning equipment, determine if transfer operations can continue safely? If yes, then bypass, if appropriate, the faulty equipment until the completion of the transfer and make appropriate repairs. **Note: In all cases, safety for personnel, the general public, and property and compliance with all applicable policies, procedures and regulations will govern actions taken.**
- Monitor affected systems until normal operations are resumed.
- Check variations from normal operation after abnormal operations have ended at sufficient time and critical locations in the system to determine continued integrity and safe operation.
- If the transfer cannot continue safely, stop operations after making all necessary communication that ensure a safe shutdown make appropriate repairs before continuing operations. **Note: Corrective action will only be done by qualified personnel to perform the type of work involved.**
- Complete follow-up and written reporting, as the situation demands. Review the response of operator personnel to determine the effectiveness of the procedures controlling abnormal operation and taking corrective action where deficiencies are found.

Note: Abnormal operations are further detailed in the pipeline operator's Operations & Maintenance (O&M) Manual.

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SECURITY INCIDENTS

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

[redacted]

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

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

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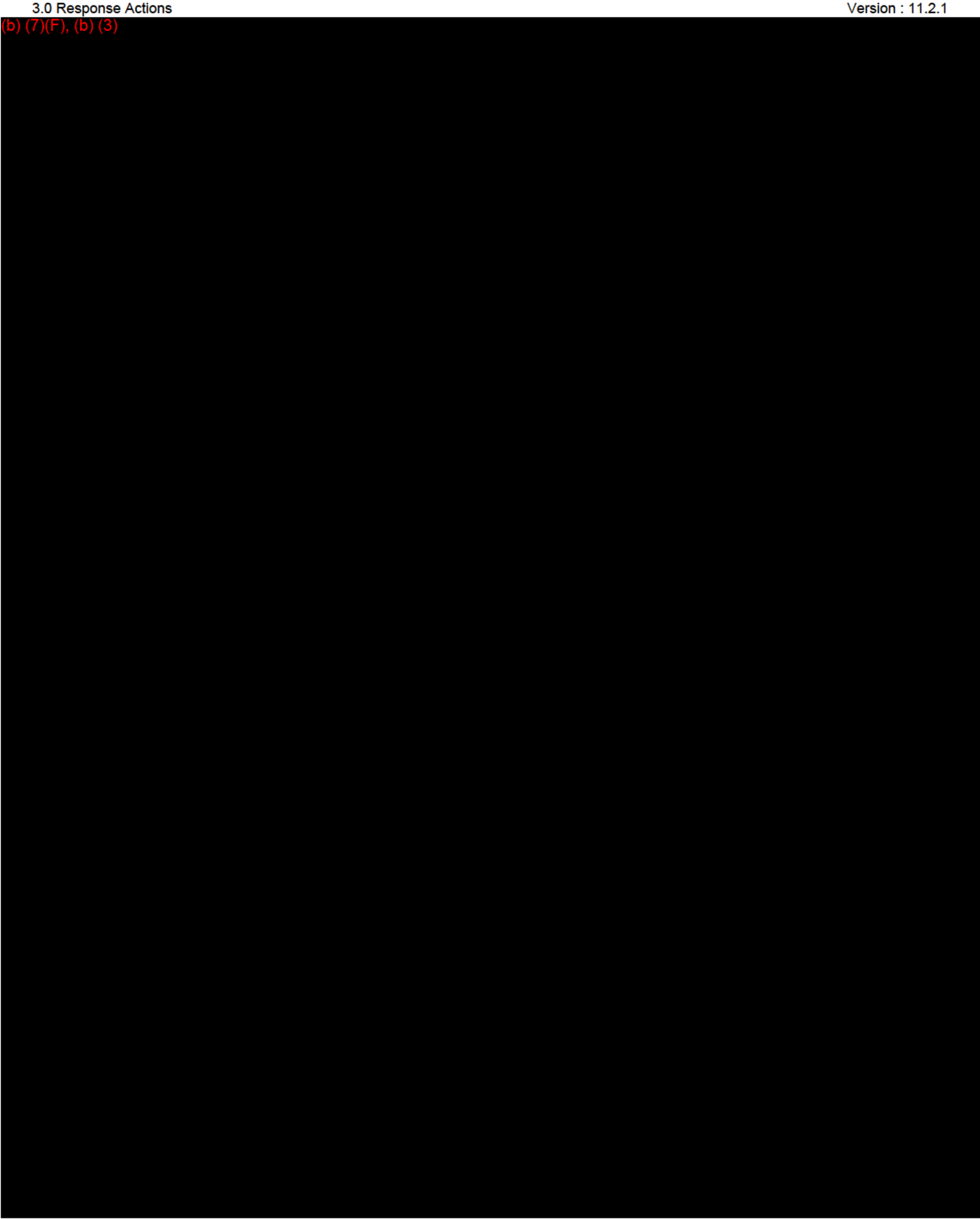

INCLEMENT WEATHER INCIDENTS

Tornado

Warning times for tornadoes may be very short and the information not very precise. The Superintendent should notify all employees of any tornado watch or tornado warning announced by the Weather Bureau.

The REST ROOMS are designated as the Emergency Tornado Shelters.

If a tornado is sighted:

- The Superintendent should announce the sighting over the Terminal Radio System and tell all employees to report immediately to the Emergency Tornado Shelters.
- All Employees should proceed immediately to the Tornado shelters.
- After the Tornado is over, the Superintendent will organize search and rescue teams if anyone is not accounted for.
- Handle any injured personnel according to the severe injury procedure outlined in the beginning of this section.
- The Terminal Superintendent will assess the situation to determine the best approach to follow in returning to normal operations.

Severe Cold Weather

- Terminal Superintendent should make decision on fleet operation.
- Assign terminal personnel to snow removal and sanding.
- Review deliveries with Customer Service Center.
- Review work schedules.

Terminal Superintendent and terminal employees should make preparations in advance when the weather forecast predicts below freezing temperatures. To protect equipment against freezing before the temperature reaches 32 degrees F, or prior to leaving equipment overnight. Protect equipment as follows:

- Drain or insulate outside water lines or establish a minimum flow.
- Check outside steam and condensate lines for properly functioning traps. Replace defective traps. Open steam lines and tracers where appropriate.
- For icing conditions arrange to spread sand around loading spots.
- Decide whether to drain the fire water spray system leaving it in condition to reactivate through a single valve.
- Verify operation of Emergency room heaters.

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POWER OUTAGE INCIDENTS

Electrical Utility Failure

- Loss of electrical power to the Terminal will result in shut down of essentially all operations. Specifically, the following can be anticipated:
  - Loss of lighting. Battery operated emergency lighting will provide only enough light for safe movement into and out of the buildings. There will not be sufficient light to permit continuing operations. Do not operate equipment in unlighted areas.
  - Shut down of the computer equipment and administration systems.
  - Shut down of all loading, unloading, blending pumps and VRU.
- Notify the electric utility of the power outage
- Personnel should proceed with caution to the designated Safe Haven

Potable Water Loss

- Potable water provides the drinking water.
- If potable water is lost, call the City Water Department.

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FLOODING INCIDENTS

Inform the Terminal Superintendent of any severe weather predictions.

Occasionally, sustained heavy rainfall may result in the area. Approaching hurricanes may be preceded by such rain over a 12 to 24 hour period covering wide areas around the actual hurricane path.

- When possible flooding conditions are predicted, operate the oily water drain system to keep the outside areas cleaned up. Pump all water through the separator to remove any oil. The Holding pond should be kept pumped down to maximize the amount of water retention capabilities of the structure.
- When possible, take necessary action to remove the petroleum inventory from the separator.
- If the loading/unloading spots become flooded all loading/unloading operations should be suspended.
- The Customer Service Center should be requested to notify customers not to send trucks to the Terminal until they receive confirmation that flooding has abated.
- If the flooding results in uncontained oil moving on the water surface to ditches outside the oily water drain system, handle this as a spill emergency.

Severe weather conditions will normally be predicted well in advance. As part of the daily routine during high-risk periods, a designated employee should check the weather predictions. Phone numbers for the National Weather Service and Local TV/Radio station phone numbers are in Section 2.

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SPECIAL HAZARD INCIDENTS

Transportation Accident Involving Our Products

If an **ExxonMobil driver** carrying products from the terminal is involved in an accident after leaving our premises, the driver will notify the Fleet Supervisor to implement the Fleet Contingency Plan and appropriate notifications will be made. Responsibility for on-scene management of highway incidents rests with local authorities (police, fire departments, etc.), not with ExxonMobil. However, ExxonMobil has a vital interest in ensuring proper handling of such incidents. Depending upon circumstances, support from ExxonMobil personnel may be required.

A copy of the Fleet Contingency Plan is maintained by the Fleet Supervisor.

If a **carrier driver** carrying products from the terminal is involved in an accident after leaving our premises, responsibility for **on-scene management rests with local authorities** (police, fire departments, etc.) **and the carrier**, not with ExxonMobil. However, ExxonMobil has a vital interest in ensuring proper handling of such incidents. Depending upon circumstances, support from ExxonMobil personnel may be required.

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MEDICAL EMERGENCY / RESCUE INCIDENTS

First Aid Guidelines

- Notify the ExxonMobil Supervisor of all injuries immediately. Take action to minimize additional injury if safe to do so.
- Provide first aid care only if properly trained, and follow universal precautionary guidelines as outlined in the Blood Borne Pathogens program.
- Act quickly for severe bleeding, stoppage of breathing, poisoning or shock.
  - Protect the injured person from further injury.
  - Move victim if the location is unsafe.
  - If breathing stops, a trained person should initiate mouth-to-mouth resuscitation immediately.
  - If the heart has stopped, initiate cardiopulmonary resuscitation (CPR), followed by mouth-to-mouth resuscitation.
  - Keep victim lying down and comfortable.
- The TS handles reporting through LPS.

Personnel Injuries Requiring Professional Medical Attention

- Only employees who are currently authorized to administer first response first aid/CPR are permitted to attend to an injured employee.
- Notify responder trained in first aid/CPR by radio or telephone and give the following information
  - Identify yourself
  - State location of the injured person
  - Brief information on the type of injury
- The trained responder renders first aid and assesses the seriousness of the injury.
- Send an available terminal employee to the gate to direct EMS to the injured employee.
- If the trained first aid responder is not available, the TS should **call 911** and request EMS assistance.
- If the injury requires professional medical treatment or observation, but does not require transportation by Ambulance, the TS or designated employee contacts the hospital to authorize treatment, to relay the type of injury, and to relay when the injured employee should arrive. TS accompanies employee to the medical treatment facility.
- The TS follows-up with a call to the Operations Manager relating to the treatment, condition, and work status of the employee.
- If the injury is serious and requires an Ambulance to transport the injured employee to the hospital, the following actions must be taken:
  - The TS or his designee contacts the Ambulance (911) and relays to them the type of injury and the area of the plant where the injured employee is located.
  - The TS sends an employee to the gate to meet the incoming ambulance and direct it to the location of the injured employee.
  - The Operations Manager and TS, if he/she is not on site, are contacted as soon as possible if not already aware of the incident.
  - Trained first aid Responder renders appropriate first aid until the Ambulance personnel arrive.
  - The Terminal Superintendent or his designee notifies the Hospital, if possible, of the injury, authorizes treatment and requests that a doctor be at the hospital upon arrival of the ambulance.
  - The TS goes to the hospital to follow-up on the treatment, condition, and work status of the employee.
  - The TS keeps the Operations Manager informed of all pertinent information.

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    - In the event an employee is seriously injured requiring hospitalization, prompt notification will be given to the employee's family. In addition to informing them in a sensitive, understanding manner, this call should be used to assist them in reaching the employee. Responsibility for this initial call is the Superintendent's. Information as to which hospital is involved, who is the attending physician, etc. should be available. Determine from the family whether there are any problems, such as transportation to the hospital, with which ExxonMobil can help.
- Any requests for information from the public or media must be referred to the Operations Manager.
- Release of medical information on injured employee to the employee's immediate family should be handled by the Terminal Superintendent, Operations Manager, or by the injured employee.
- The TS handles reporting through LPS.

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3.3 PRODUCT SPECIFIC RESPONSE CONSIDERATIONS

The following emergency response guides may be used by first responders during the initial phases of a hazardous material incident.

FLAMMABLE LIQUIDS (Non-Polar/Water-Immiscible)

The following information provides the initial responder(s) with data that may be useful in making quick decisions and executing prompt response actions. The information is intended for guideline purposes only.

HEALTH

GUIDE NO. 128	• Inhalation or contact with material may irritate or burn skin and eyes. • Fire may produce irritating, corrosive and/or toxic gases. • Vapors may cause dizziness or suffocation. • Runoff from fire control or dilution water may cause pollution.

FIRST AID

- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Wash skin with soap and water.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.
- Keep victim warm and quiet.
- Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed.
- Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.

PUBLIC SAFETY

- Isolate spill or leak area immediately for at least 50 meters (150 feet) in all directions.
- Keep unauthorized personnel away.
- Stay upwind.
- Keep out of low areas.
- Ventilate closed spaces before entering.

EVACUATION	**Large Spill** • Consider initial downwind evacuation for at least 300 meters (1,000 feet). **Fire** • If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

Information provided by the Emergency Response Guidebook 2008.

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FLAMMABLE LIQUIDS (Polar/Water-Miscible)

The following information provides the initial responder(s) with data that may be useful in making quick decisions and executing prompt response actions. The information is intended for guideline purposes only.

HEALTH

GUIDE NO. 127

- Inhalation or contact with material may irritate or burn skin and eyes.
- Fire may produce irritating, corrosive and/or toxic gases.
- Vapors may cause dizziness or suffocation.
- Runoff from fire control or dilution water may cause pollution.

FIRST AID

- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Wash skin with soap and water.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.
- Keep victim warm and quiet.
- Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves

PUBLIC SAFETY

- **CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.**
- As an immediate precautionary measure, isolate spill or leak area for at least 50 meters (150 feet) in all directions.
- Keep unauthorized personnel away.
- Stay upwind.
- Keep out of low areas.
- Ventilate closed spaces before entering.

EVACUATION

Large Spill

- Consider initial downwind evacuation for at least 300 meters (1,000 feet).

Fire

- If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

Information provided by the Emergency Response Guidebook 2008.

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FLAMMABLE LIQUIDS - TOXIC

The following information provides the initial responder(s) with data that may be useful in making quick decisions and executing prompt response actions. The information is intended for guideline purposes only.

HEALTH

GUIDE NO. 131

- **TOXIC; may be fatal if inhaled, ingested or absorbed through skin.**
- Inhalation or contact with some of these materials will irritate or burn skin and eyes.
- Fire will produce irritating, corrosive and/or toxic gases.
- Vapors may cause dizziness or suffocation.
- Runoff from fire control or dilution water may cause pollution.

FIRST AID

- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- **Do not use mouth-to-mouth method if victim ingested or inhaled the substance; give artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device.**
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Wash skin with soap and water.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.
- Keep victim warm and quiet.
- Effects of exposure (inhalation, ingestion or skin contact) to substance may be delayed.
- Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

PUBLIC SAFETY

- **CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.**
- As an immediate precautionary measure, isolate spill or leak area for at least 50 meters (150 feet) in all directions.
- Keep unauthorized personnel away.
- Stay upwind.
- Keep out of low areas.
- Ventilate closed spaces before entering

EVACUATION

Large Spill

- See the **Emergency Response Guidebook Table 1** for evacuation distances.

Fire

- If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

Information provided by the Emergency Response Guidebook 2008.

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GASES - FLAMMABLE (Unstable)

The following information provides the initial responder(s) with data that may be useful in making quick decisions and executing prompt response actions. The information is intended for guideline purposes only.

HEALTH

GUIDE NO. 116	• Vapors may cause dizziness or asphyxiation without warning. • Some may be toxic if inhaled at high concentrations. • Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite. • Fire may produce irritating and/or toxic gases.

FIRST AID

- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with liquefied gas, thaw frosted parts with lukewarm water.
- In case of burns, immediately cool affected skin for as long as possible with cold water. Do not remove clothing if adhering to skin.
- Wash skin with soap and water.
- Keep victim warm and quiet.
- Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

PUBLIC SAFETY

- **CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.**
- As an immediate precautionary measure, isolate spill or leak area for at least 100 meters (330 feet) in all directions.
- Keep unauthorized personnel away.
- Stay upwind.
- Many gases are heavier than air and will spread along ground and collect in low or confined areas (sewers, basements, tanks).
- Keep out of low areas.

EVACUATION	**Large Spill** • Consider initial downwind evacuation for at least 800 meters (1/2 mile). **Fire** • If tank, rail car or tank truck is involved in a fire, ISOLATE for 1600 meters (1 mile) in all directions; also, consider initial evacuation for 1600 meters (1 mile) in all directions.

Information provided by the Emergency Response Guidebook 2008.

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SUBSTANCES (Low to Moderate Hazard)

The following information provides the initial responder(s) with data that may be useful in making quick decisions and executing prompt response actions. The information is intended for guideline purposes only.

HEALTH

GUIDE NO. 171

- Inhalation of material may be harmful.
- Contact may cause burns to skin and eyes.
- Inhalation of Asbestos dust may have a damaging effect on the lungs.
- Fire may produce irritating, corrosive and/or toxic gases.
- Some liquids produce vapors that may cause dizziness or suffocation.
- Runoff from fire control may cause pollution.

FIRST AID

- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

PUBLIC SAFETY

- **CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.**
- As an immediate precautionary measure, isolate spill or leak area in all directions for at least 50 meters (150 feet) for liquids and at least 25 meters (75 feet) for solids.
- Keep unauthorized personnel away.
- Stay upwind.

EVACUATION

Large Spill

- See the **Emergency Response Guidebook Table 1** for evacuation distances.

Fire

- If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also, consider initial evacuation for 800 meters (1/2 mile) in all directions.

Information provided by the Emergency Response Guidebook 2008.

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3.4 AIR MONITORING

During an incident in which oil or hazardous material has been spilled or potentially could affect the response, prior to engaging in **any** spill response activity, air monitoring should be conducted in the affected area.

It is imperative that all air monitoring equipment is operated and their data interpreted by trained personnel thoroughly familiar with the equipment.

- The air monitoring equipment should be calibrated before and after every use using the equipment manufacturer's recommended procedures and standards.
- Air monitoring measurements which are to be made prior to entry into the spill area include:
  - Lower Explosive Limit (LEL)
  - Oxygen content
- LEL readings above 10% require immediate evacuation of the area and elimination of ignition sources.
- Oxygen readings below 19.5% require the use of air supplied respiratory protection.
- Where unknown and multiple contaminants may be present, instrument readings should be interpreted conservatively.

The Incident Commander is responsible for industrial hygiene monitoring in the post discovery period and may refer to the Safety Officer.

3.5 DECONTAMINATION

Decontamination facilities shall be designed to allow effective, efficient removal, and containment of contaminants. Decontamination facilities should be in place prior to employee/contractor entrance to areas where potential for exposure to contaminants exists.

Regardless of the decontamination facilities, all efforts to minimize personnel exposure should be taken.

Particular attention shall be paid to personal hygiene, i.e., wash hands prior to eating, drinking, or smoking, etc.

A separate decontamination area should be established to allow for emergency decontamination of personnel requiring life saving medical attention. Appropriate MSDS's shall be stored at this area at all times and be provided to health professionals involved in the care of injured workers.

Decontamination facilities shall be designed to prevent further contamination of the environment and allow efficient movement of workers through the area.

Incorporated into the decontamination area will be a "tool drop" area to serve as a temporary storage area for items that will be reused in the contaminated area such as rakes, shovels, brooms, etc.

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3.6 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The following table represents OSHA/EPA designated PPE levels for responding to emergencies, post emergency cleanup sites, and/or Temporary Storage and Disposal (TSD) sites. The responder's PPE should be chosen based on his/her level of training and assigned job duties.

PERSONAL PROTECTIVE EQUIPMENT(PPE)	
LEVEL A Self Contained Breathing Apparatus (SCBA) (worn inside suit) Encapsulated Chemical Protective Suit Chemical Protective Gloves Chemical Protective Boots Hard Hat	LEVEL B SCBA (worn outside suit) Chemical Protective Suit w/Hood Chemical Protective Boots Chemical Protective Gloves Hard Hat
LEVEL C Air Purifying Respirator (APR) APR ½ Face / Full Face Hard Hat Glasses (worn with ½ face APR) Chemical Protective Boots Chemical Protective Gloves Chemical Protective Suit/Tyvek	LEVEL D Hard Hat Safety Glasses Work Uniform / Clothes Leather Gloves Safety Boots
MODIFIED LEVEL C Same as Level C except no APR requirements	

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3.7 EVACUATION

This evacuation plan shall be implemented in the event of an incident which requires the evacuation of one or more areas of the Facility.

The primary responsibility of the Incident Commander is to account for all employees and visitors in the emergency area.

Evacuation Planning

The primary evacuation routes were developed with the following factors taken into consideration:

location of stored materials;
hazard imposed by spilled material;
spill flow direction;
prevailing wind direction and speed;
water currents, tides, or wave conditions (if applicable);
arrival route of emergency response personnel and response equipment;
evacuation routes;
alternative routes of evacuation;
transportation of injured personnel to nearest emergency medical facility;
location of alarm/notification systems;
the need for a centralized check-in area for evacuation validation (roll call);
selection of a mitigation command center; and
location of shelter at the facility as an alternative to evacuation.

All employees and contractors have been trained to evaluate the safety of the primary route prior to using it for evacuation.

The Evacuation Diagram in Appendix G shows the primary evacuation routes throughout the Facility.

Evacuation Response

Evacuation Plan

Emergency evacuation of the facility may be implemented in response to any unplanned release of hazardous materials to air, soil or surface water, to fires or to explosions, at the Irving Distribution Terminal.

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

The Terminal Superintendent or designated person in charge will communicate instruction to implement the evacuation.

Prevailing wind direction and speed will be considered when determining evacuation routes to be used. The prevailing wind direction is from the Southeast at approximately 5-10 mph.

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Evacuation Routes

The primary evacuation routes will be:

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

The alternate evacuation routes may be used when the winds are out of the northwest and are as follows:

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

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

External Evacuation

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

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

Community Evacuation

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

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Fire Protection

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

Fire Plug Locations

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

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3.8 DOCUMENTATION OF INITIAL RESPONSE ACTIONS

The Incident Commander, starting with the initial responder, must document the events and communications occurring around an incident. Initially, events and communications may be written in a personal notepad and transcribed to a more formal format at a later time. Once the Incident Management Team is activated, all records are to be kept using the appropriate ICS forms. When recording information during an event, it is important to capture only the pertinent facts as related to response activities.

The criteria for incident documentation varies according to the type of incident. Any incident requiring documentation under applicable Federal, State and or local regulations will be documented and maintained as follows:

- ☐ Agency notification logs will be filed and be maintained.
- ☐ Any follow-up letters required by regulation will be maintained.
- ☐ A root cause investigation will be performed for the facility in which the incident occurred. The investigation report as well as records of follow-up actions and activities generated by the investigation will be maintained.
- ☐ When a formal response critique occurs, the incident response critique and records of follow-up activities will be maintained.
- ☐ If drill or exercise credit under the National Preparedness for Response Exercise Program (PREP) is to be taken for an actual response, the appropriate PREP documentation will be maintained.
- ☐ All records of Lessons Learned during actual incidents will also be maintained.

Examples of what to record:

- Record only facts.
- Record the recommendations, instructions, and actions taken by government/regulatory officials.
- Document conversations (telephone or in person) with government/ regulatory officials.
- **Request that government/regulatory officials document and sign their orders or recommendations (especially if Company personnel do not agree with their suggestions, instructions, or actions).**

Examples of what **NOT** to put into the records.

- × Speculations.
- × Criticisms of efforts and/or methods of other people/operations.
- × Skipping lines or making erasures unless an error is made. If an error is made, then line through it, add the correct entry above or below it, and initial the change.

If response to an actual event is to be used for PREP credit, the following information will be included in the documentation:

- ☐ The type of response
- ☐ Date and time of the response
- ☐ A description of the incident and the response
- ☐ The Plan components addressed in the response (see Appendix D - Training and Drills)
- ☐ The PREP requirements fulfilled by the response
- ☐ Lessons learned

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4.0 RESPONSE TEAMS

4.1 Introduction

4.2 Qualified Individual

4.3 Incident Command System

4.4 Unified Command

4.5 National Response Framework

Figure 4.1 Response Organization

Figure 4.2 Federal Representation on National Response Team

Figure 4.3 U.S. Environmental Protection Agency (EPA) Regional Offices

Figure 4.4 U.S. Coast Guard (USCG) Districts

Figure 4.5 Incident Management Team - Command Structure

Figure 4.6 ICS Roles and Responsibilities

Figure 4.7 Facility Specific Incident Management

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4.1 INTRODUCTION

This section describes organizational features and duties of the Qualified Individual and the Irving, TX Terminal Incident Command System (ICS).

The Irving, TX Terminal ICS is based upon the National Incident Management System and is consistent with the ICS procedures utilized by many agencies and the oil industry around the world.

ExxonMobil Field Response Teams manage the on scene tactical response to an incident. All Field Response Teams will be organized in accordance with the Incident Command System (ICS). The exact composition of the Field Response Team depends on the magnitude of the incident. The composition of the Field Response Team will vary depending on the size and significance of the Incident.

Tier I Incidents:

Tier I incidents are smaller operational events that usually occur at or near an ExxonMobil facility. For these incidents, the Field Response Team will be composed of facility personnel and other local area responders (e.g., Fire Department/Hazmat, local contractors).

Tier II Incidents:

Tier II incidents are events that require a level of response that exceeds the resources of the local facility. For Tier II incidents, the field support team will be composed of the facility personnel supplemented by (1) personnel from other ExxonMobil facilities (e.g. Strike Team), other ExxonMobil offices, (2) regional contractors, (3) industry mutual aid personnel, and/or (4) government response personnel.

STRIKE TEAM OVERVIEW

Area	Description
Mandate	To provide quick, competent and caring response to any incident at the request of a business unit.
Response Scenarios	Provide assistance in Emergency Management i.e. management of contractors and on-site response personnel for: • Safety (Casualty); Natural disasters; Fires; Oil, Chemical and NGL spills; Other environmental incidents; Security; Toxic gas releases, Equipment deployment (USA only).

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STRIKE TEAM OVERVIEW (Cont'd)

Area	Description
Responsibilities	• Provide technical and tactical assistance as requested. • Provides response and incident management coverage at local sites, facilities or units for Tier 2 and Tier 1 (when requested) incidents. • Provides advice on response actions to Tiers 1 and 2 incidents. • Provides incident assessment. • Provides incident response oversight to contractors, on-site personnel, external agencies and non-government organizations. • Provides additional resources (equipment and people).
Geographic Coverage	The North American Strike Teams are: • Western Gulf Coast • Eastern Gulf Coast • West Coast US • Mid-West US and Canada • Central US • Western Canada • Eastern Canada • North-East Canada & US Remote areas will be supported by a sub-set of the Strike Team known as the Rapid Assessment Team. Their role is to travel to remote locations to complete a response action plan analysis.
Number of Team Members	Approximately 10 to 50 members per sub-team.
Make-up of Team	• Cross-functional teams (professional specialists) - Downstream and Upstream. • Technical advisors and other support groups.

Tier III Incidents / NARRT:

Tier III incidents are events that exceed significantly the resources of the local facility personnel. The response operation will likely be subject to governmental control or direction. For Tier III Incidents, the Field Response Team will be composed of (1) ExxonMobil personnel from many locations, led by an ExxonMobil IC, (2) local and national contractors, and (3) governmental officials. For major oil spills, the ExxonMobil personnel that participate on the Field Response Team are known collectively as the North America Regional Response Team (NARRT).

In the event of an emergency, the Strike Team will be organized under the Incident Command System. The Incident Commander will head the management team. During the initial stages of a response, one person may fulfill more than one position on the team. If there were still insufficient resources to mount an effective spill response after a Strike Team, the NARRT would be activated.

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North America Regional Response Team (NARRT):

The main responsibility of the NARRT is to respond to incidents that are beyond local and regional capability to manage. The NARRT is capable of providing resources from other Strike Teams in addition to a complete emergency response management and support team of other functional groups to work with affiliate/facility personnel and government officials in response to a major spill release or other emergency. Each NARRT position has several primary and alternates assigned to provide two complete teams for additional support and for relief of first responders. The NARRT is designed to be rapidly deployed and members are geographically distributed to minimize the time required to have trained personnel on scene. Goals for response are that upon activation every member will be en route to the spill within 4 hours and will arrive on scene within 8 to 12 hours of activation depending upon transportation schedules, connections, weather and other variables. The NARRT will merge with facility, affiliate and personnel who have local knowledge and contacts to assist in the response by combining local expertise with trained emergency responders. ExxonMobil will provide an effective response to minimize environmental and economic damages in a cost effective manner. The NARRT will remain on scene until the emergency response can be managed effectively by the facility or affiliate.

The NARRT is organized according to the Incident Command System (ICS), which standardizes roles and responsibilities, provides flexibility for expansion and facilitates integration with government and commercial response organizations to form a unified command and response team. The NARRT Incident Commander is their person in charge and responsible for managing all NARRT activities. The Incident Commander works closely with and reports directly to senior management in the affiliate or division that is responsible for the oil emergency response.

The NARRT also conducts national training and exercises, oversees regional response training and exercises, and serves as a source of specialists for the local and regional teams.

Activation of the NARRT begins by contacting the NARRT Coordinator at 1-866 285 8895.

Marine Spill Response Corporation (MSRC):

ExxonMobil is a charter member of the Marine Preservation Association (MPA), the funding corporation for the incorporated Marine Spill Response Corporation (MSRC). It maintains three (3) regional offices (Edison, NJ; Lake Charles, LA; Everett, WA), equipment and personnel to provide response to contracting companies and the U.S. Coast Guard in cleaning up spills of persistent oil in U.S. coastal and tidal waters. Each of the three regional centers is designed to provide a response to clean up an oil spill of approximately 30,000 tons. In smaller spills, MSRC will provide equipment and response assistance whenever contracted by the U.S. Coast Guard or whenever assistance is required to companies beyond the infrastructure and capabilities of other local oil spill response cooperatives and contractors.

ExxonMobil will contract directly with MSRC for this spill response assistance as available and as appropriate. It is intended that MSRC will respond to a request from either the U.S. Coast Guard or ExxonMobil.

The 24-hour number in the U.S. is 800-259-6772 or 800-645-7745. Outside the U.S. the number is 732-417-0175.

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The U.S. Occupational Safety and Health Administration (OSHA) requires that organizations which respond to emergencies involving hazardous materials adopt a nationally recognized Incident Command System [29 CFR 1910.120(q)(3)(i)]. The Incident Management System (IMS) is based upon *The National Incident Management System (NIMS)* , as developed by the Department of Homeland Security. Personnel assigned specific positions on response teams are thoroughly familiar with their roles and responsibilities, and participate in specified training programs and exercises simulating oil spill events.

The NIMS Incident Command System (ICS) is used to manage emergency response activities. Because ICS is a management tool that is readily adaptable to incidents of varying magnitude, it will typically be used for all emergency incidents. Staffing levels will be adjusted to meet specific response team needs based on incident size, severity, and type of emergency.

The USCG Incident Management Handbook (IMH) contains an in-depth description of all ICS positions, ICS development, response objectives and strategies, command responsibilities, ICS specific glossary/acronyms, resource typing, the Incident Action Plan (IAP) process, and meetings.

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4.2 QUALIFIED INDIVIDUAL

The Qualified Individual (QI) is responsible for the full implementation of the Facility Response Plan and is trained for these responsibilities. The Designated Alternate provides relief to the QI as needed to ensure that at least one QI is available to respond on a 24 hour basis. The QI/AQI is responsible for implementing response plans, directing response operations, and resolving internal conflicts that arise during response operations either directly or through the use of qualified designees.

It is the responsibility of the Qualified Individual (QI) or his/her designee to coordinate with the Federal On-Scene Coordinator (FOSC) and State On-Scene Coordinator (SOSC) throughout the response.

Vital duties of the Qualified Individual (QI) include:

- Initiate internal notifications and hazard communication systems to notify all Facility personnel.
- Notify all response personnel, as needed.
- Identify the character, exact source, amount, and extent of the release, as well as the other items needed for notification.
- Notify and provide necessary information to the appropriate Federal, State, and local authorities with designated response roles, including the National Response Center (NRC), State Emergency Response Commission (SERC), and local response agencies.
- Assess the interaction of the spilled substance with water and/or other substances stored at the Facility and notify response personnel at the scene of that assessment.
- Assess the possible hazards to human health and the environment due to the release. This assessment must consider both the direct and indirect effects of the release (i.e., the effects of any toxic, irritating, or asphyxiating gases that may be generated or the effects of any hazardous surface water runoffs from water or chemical agents used to control fire and heat-induced explosion).
- Assess and implement prompt removal actions to contain and remove the substance released.
- Coordinate rescue and response actions as previously arranged with all response personnel.
- Activate and engage in contracting with oil spill removal organizations.
- Use authority to immediately access Company funding to initiate cleanup activities.
- Direct cleanup activities until properly relieved of this responsibility.
- Arrangements will be made to ensure that the Qualified Individual (QI) or the Alternate Qualified Individual (AQI) is available on a 24-hour basis and is able to arrive at the Facility in a reasonable time.
- The AQI shall replace the QI in the event of his/her absence and have the same responsibilities and authority.

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4.3 INCIDENT COMMAND SYSTEM

The Incident Command System is intended to be used as an emergency management tool to aid in mitigating all types of emergency incidents. This system is readily adaptable to very small emergency incidents as well as more significant or complex emergencies. The Incident Command System utilizes the following criteria as key operational factors:

- Assigns overall authority to one individual
- Provides structured authority, roles and responsibilities during emergencies
- The system is simple and familiar and is used routinely at all incidents
- Communications are structured
- There is a structured system for response and assignment of resources
- The system provides for expansion, escalation, and transfer/transition of roles and responsibilities
- The system allows for "Unified Command" where agency involvement at the command level is required

Effective establishment and utilization of the Incident Command System during response to all types of emergencies can:

- Provide for increased safety
- Shorten emergency mitigation time by providing more effective and organized mitigation
- Cause increased confidence and support from local, state, federal and public sector emergency response personnel
- Provide a solid cornerstone for emergency planning efforts

The Incident Command structure for the Irving, TX Terminal, including incident specific Operations Section command structure is shown in Figure 4.5. A description of each ICS position, the primary responsibilities, and pre-emergency planning activities are provided in Figure 4.6.

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4.4 UNIFIED COMMAND

As a component of an ICS, the Unified Command (UC) is a structure that brings together the Incident Commanders of all major organizations involved in the incident to coordinate an effective response while still meeting their own responsibilities. The UC links the organizations responding to the incident and provides a forum for the Responsible Party and responding agencies to make consensus decisions. Under the UC, the various jurisdictions and/or agencies and responders may blend together throughout the organization to create an integrated response team. The ICS process requires the UC to set clear objectives to guide the on-scene response resources.

Multiple jurisdictions may be involved in a response effort utilizing Unified Command. These jurisdictions could be represented by any combination of:

- Geographic boundaries
- Government levels
- Functional responsibilities
- Statutory responsibilities

The participants of Unified Command for a specific incident will be determined taking into account the specifics of the incident and existing response plans and/or decisions reached during the initial meeting of the UC. The UC may change as an incident progress in order to account for changes in the situation.

The UC is responsible for overall management of an incident. The UC directs incident activities and approves and releases resources. The UC structure is a vehicle for coordination, cooperation and communication which is essential to an effective response.

UC representatives must be able to:

- Agree on common incident objectives and priorities
- Have the capability to sustain a 24-hour-7-day-a-week commitment to the incident
- Have the authority to commit agency or company resources to the incident
- Have the authority to spend agency or company funds
- Agree on an incident response organization
- Agree on the appropriate Command and General Staff assignments
- Commit to speak with “one voice” through the Public Information Officer or Joint Information Center
- Agree on logistical support procedures
- Agree on cost-sharing procedures

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4.5 NATIONAL RESPONSE FRAMEWORK

National Response Framework

The National Response Framework (NRF) presents the guiding principles that enable all response partners to prepare for and provide a unified national response to disasters and emergencies - from the smallest incident to the largest catastrophe. The Framework defines the key principles, roles and structures that organize the way we respond as a Nation. It describes how communities, tribes States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. The National Response Framework is always in effect, and elements can be implemented at any level at any time.

Emphasis on Local Response

All incidents are handled at the lowest possible organizational and jurisdictional level. Police, fire, public health and medical, emergency management, and other personnel are responsible for incident management at the local level. For those events that rise to the level of an Incident of National Significance, the Department of Homeland Security provides operational and/or resource coordination for Federal support to on-scene incident command structures.

Proactive Federal Response to Catastrophic Events

The National Response Framework provides mechanisms for expedited and proactive Federal support to ensure critical life-saving assistance and incident containment capabilities are in place to respond quickly and efficiently to catastrophic incidents. These are high-impact, low-probability incidents, including natural disasters and terrorist attacks that result in extraordinary levels of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, national morale, and/or government functions.

Multi-Agency Coordination Structures

The National Response Framework establishes multi-agency coordinating structures at the field, regional and headquarters levels. These structures:

- Enable the execution of the responsibilities of the President through the appropriate Federal department and agencies;
- Integrate Federal, State, local, tribal, non-governmental organization, and private-sector efforts; and
- Provide a national capability that addresses both site-specific incident management activities and broader regional or national issues, such as impacts to the rest of the country, immediate regional or national actions required to avert or prepare for potential subsequent events, and the management of multiple incidents.

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New Coordinating Mechanisms Include:

Homeland Security Operations Center (HSOC)

The HSOC serves as the primary national-level multi-agency situational awareness and operational coordination center. The HSOC includes elements of the Department of Homeland Security and other Federal departments and agencies.

- *National Response Coordination Center (NRCC)*

The NRCC, a functional component of the HSOC, is a multi-agency center that provides overall Federal response coordination.

- *Regional Response Coordination Center (RRCC)*

At the regional level, the RRCC coordinates regional response efforts and implements local Federal program support until a Joint Field Office is established.

Interagency Incident Management Group (IIMG)

A tailored group of senior level Federal interagency representatives who provide strategic advice to the Secretary of Homeland Security during an actual or potential Incident of National Significance.

Joint Field Office (JFO)

A temporary Federal facility established locally to provide a central point for Federal, State, local, and tribal representatives with responsibility for incident support and coordination.

Principal Federal Official (PFO)

A PFO may be designated by the Secretary of Homeland Security during a potential or actual Incident of National Significance. While individual Federal officials retain their authorities pertaining to specific aspects of incident management, the PFO works in conjunction with these officials to coordinate overall Federal incident management efforts.

National Contingency Plan

In 1968, the National Oil and Hazardous Substance Pollution Contingency Plan (NCP) was established to coordinate Federal activities for preventing oil spills and mitigating environmental damages when spills occur. During June 1970, this plan was incorporated as part of the Code of Federal Regulations and applied to all navigable waters and adjoining shore ines of the United States. The plan was modified (September 1994) to implement changes made to the Clean Water Act by the Oil Pollution Act of 1990.

To ensure adequate preplanning and provisions for responding to oil spills, the National Contingency Plan established the National Response Center, the National Response Team, the Regional Response Center, Regional Response Teams and the On-Scene Coordinator (Figure 4.1).

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National Response Team (NRT)

National planning and coordination for oil spill response is the responsibility of the National Response Team (NRT). The NRT is responsible for evaluating methods for responding to oil spills and hazardous substances spills, and recommending changes to the National Contingency Plan. The NRT also develops procedures to coordinate activities for Federal, State and local governments, and private response organizations.

The NRT consists of representatives from each of the agencies shown in Figure 4.2. Normally, the NRT is chaired by the EPA representative while the USCG representative serves as the Vice-Chairman. If it is activated for spills within the coastal zone of the United States, the USCG representative will hold the Chair.

The NRT can be activated when an oil spill exceeds the capability of the Regional Response Team in which it occurs, crosses national boundaries, or presents a significant threat to a population, national policy, property, or national resources; or when requested by any NRT member.

Once activated, the NRT may:

1. Monitor the spill, evaluate reports from the On-Scene Coordinator (OSC), and recommend appropriate actions for abating the spill.
2. Request oil spill response resources from Federal, State and local governments or private agencies.
3. Coordinate the supply of equipment, personnel, or technical advice to the affected region from other regions or districts.
4. Since the NCP is a regulation subject to notice and comment requirements, modifications will require future rulemaking not available at this time.

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FIGURE 4.1

RESPONSE ORGANIZATION

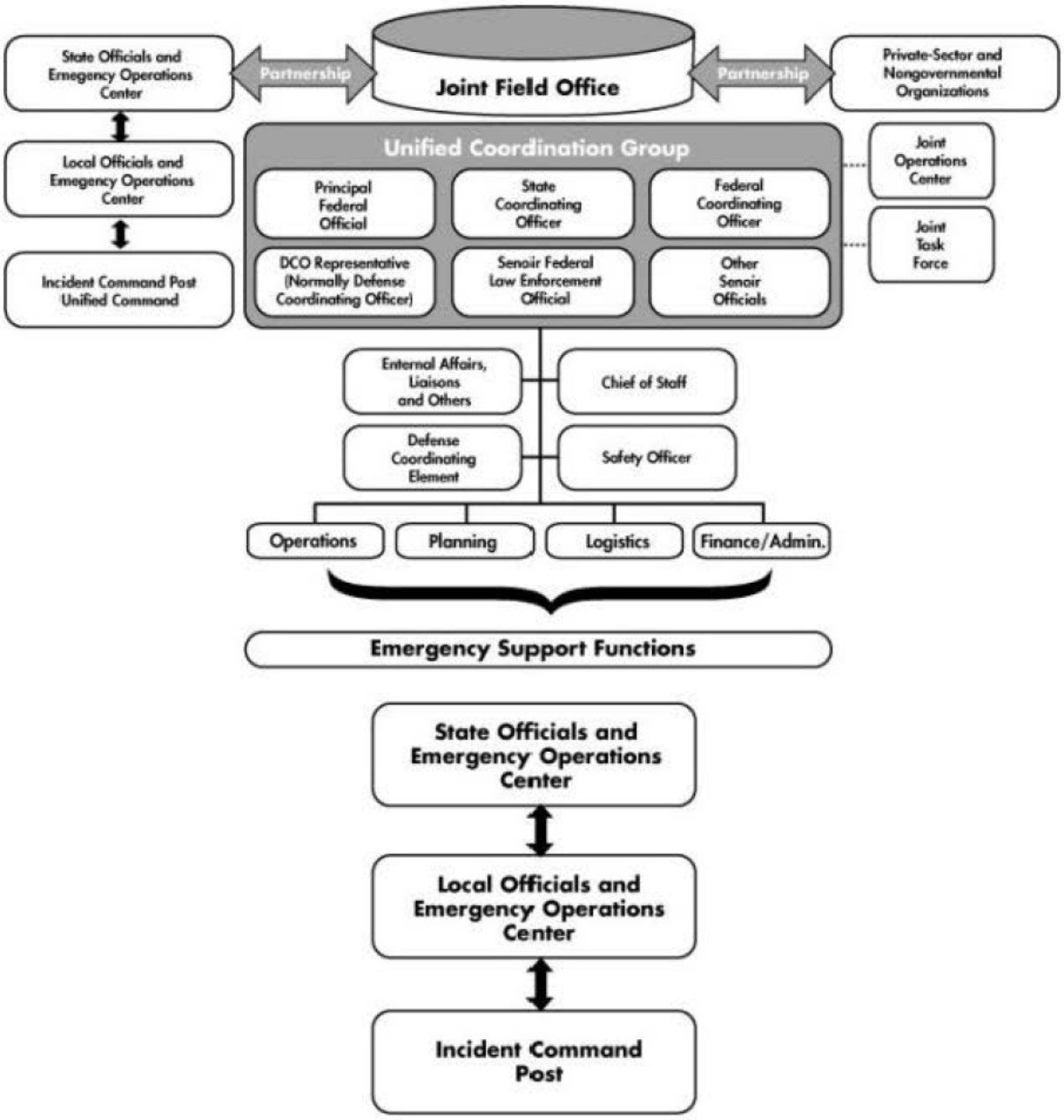

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FIGURE 4.2

FEDERAL REPRESENTATION ON NATIONAL RESPONSE TEAM

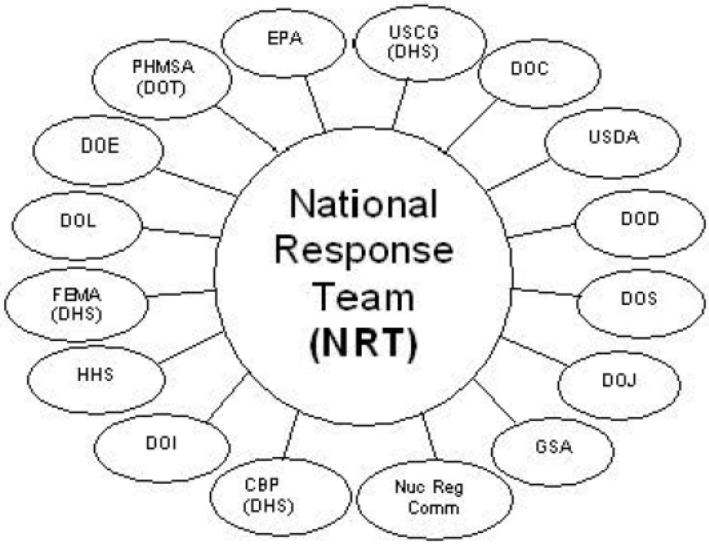

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FIGURE 4.3

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGIONAL OFFICES

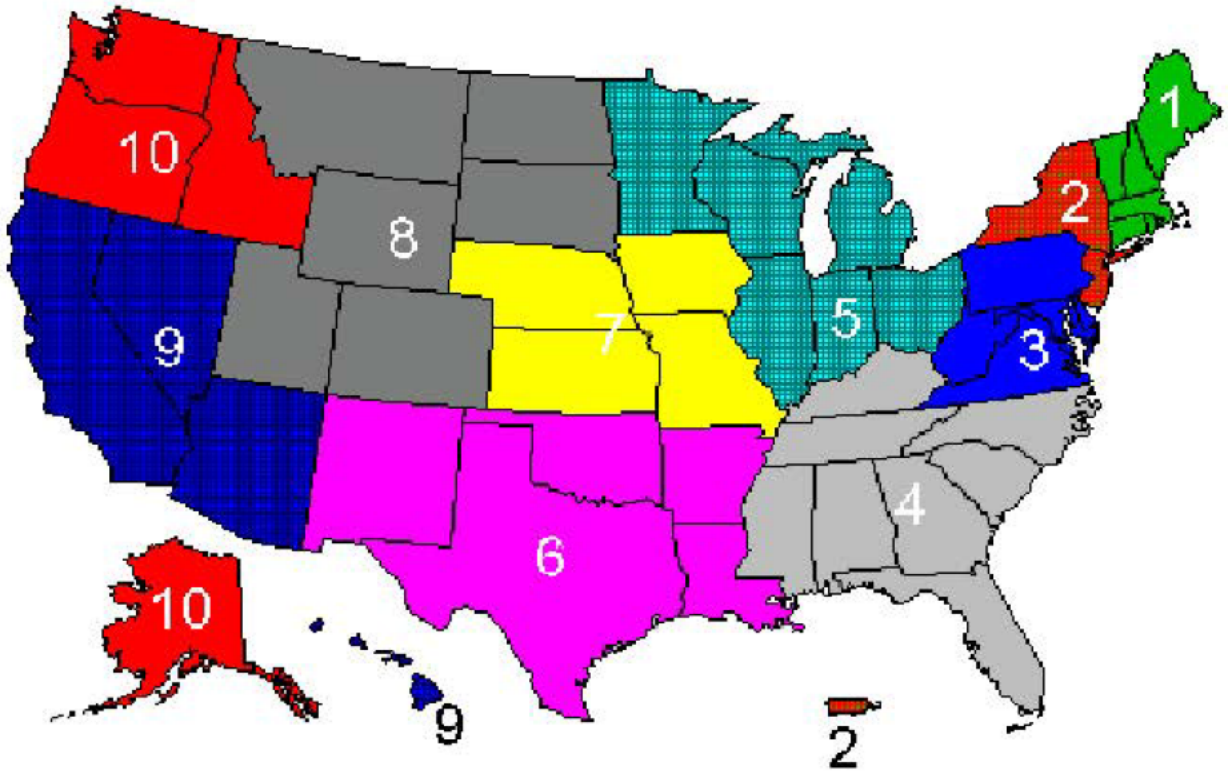

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FIGURE 4.4

U.S. COAST GUARD (USCG) DISTRICTS

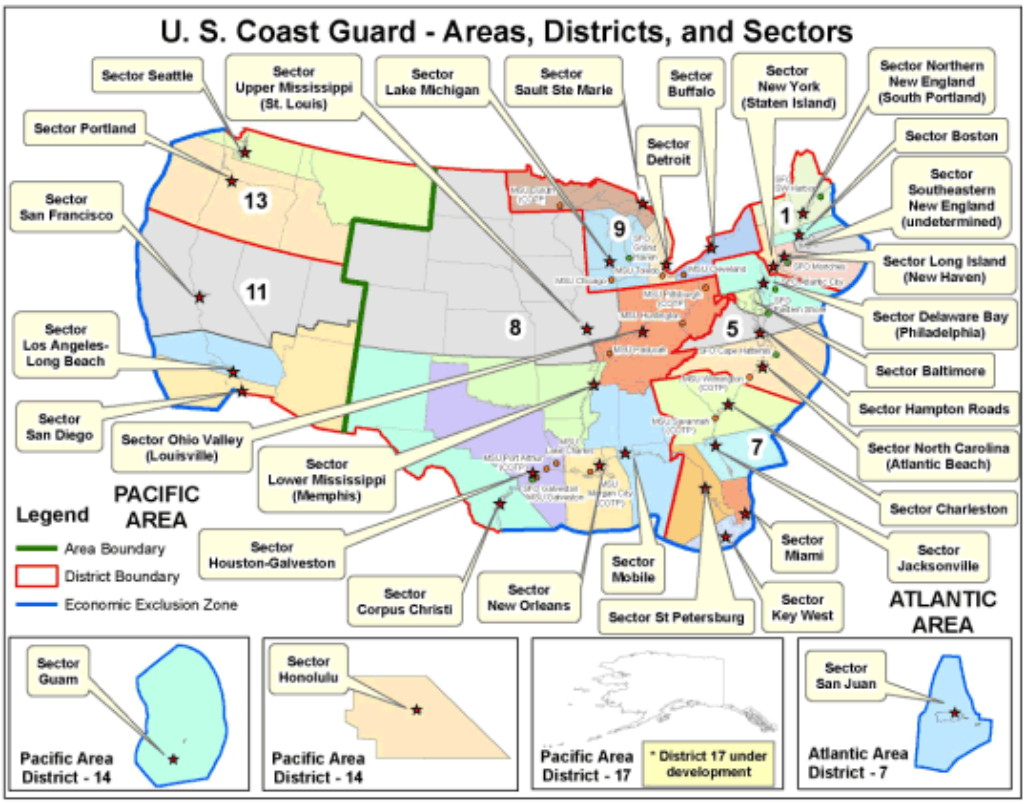

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FIGURE 4.5

INCIDENT MANAGEMENT TEAM - COMMAND STRUCTURE

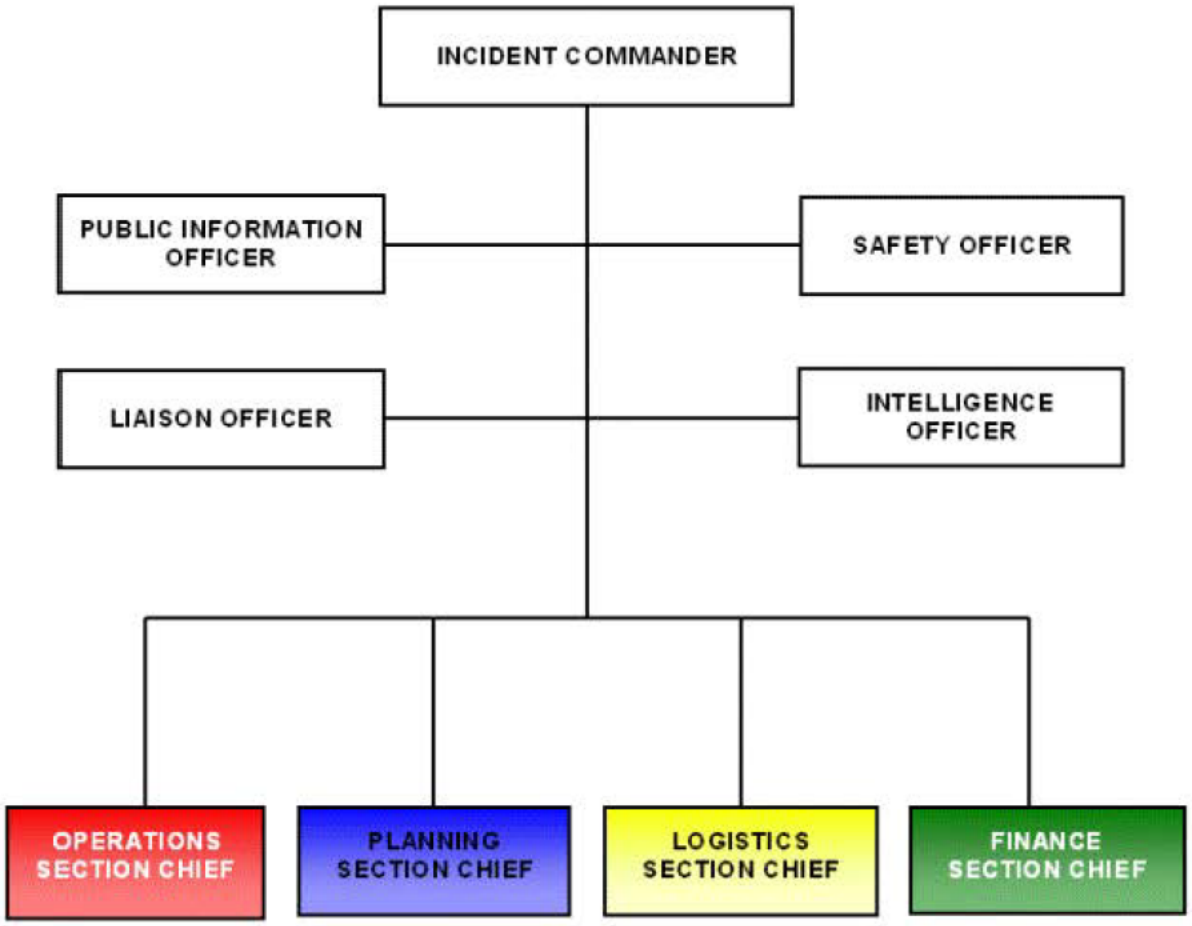

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FIGURE 4.6

ICS ROLES AND RESPONSIBILITIES

COMMON RESPONSIBILITIES

The following is a checklist applicable to all personnel in an ICS organization:

- ☐ Receive assignment, including:
  - Job assignment
  - Resource order number and request number
  - Reporting location
  - Reporting time
  - Travel instructions
  - Special communications instructions
- ☐ Upon arrival, check-in at designated check-in location.
- ☐ Receive briefing from immediate supervisor.
- ☐ Acquire work materials.
- ☐ Supervisors maintain accountability for assigned personnel.
- ☐ Organize and brief subordinates.
- ☐ Know your assigned radio frequency(s) and ensure communications equipment is operating properly.
- ☐ Use clear text and ICS terminology (no codes) in all communications.
- ☐ Complete forms and reports required of the assigned position and send to Documentation Unit.
- ☐ Maintain unit records, including Unit/Activity Log (ICS Form 214).
- ☐ Response to demobilization orders and brief subordinates regarding demobilization.

UNIT LEADER RESPONSIBILITIES

In ICS, a Unit Leader's responsibilities are common to all units in all parts of the organization. Common responsibilities of Unit Leaders are listed below.

- ☐ Review common responsibilities.
- ☐ Receive briefing from Incident Commander, Section Chief or Branch Director, as appropriate.
- ☐ Participate in incident planning meetings, as required.
- ☐ Determine current status of unit activities.
- ☐ Order additional unit staff, as appropriate.
- ☐ Determine resource needs.
- ☐ Confirm dispatch and estimated time of arrival of staff and supplies.
- ☐ Assign specific duties to staff; supervise staff.
- ☐ Develop and implement accountability, safety, and security measures for personnel and resources.
- ☐ Supervise demobilization of unit, including storage of supplies.
- ☐ Provide Supply Unit Leader with a list of supplies to be replenished.
- ☐ Maintain unit records, including Unit/Activity Log (ICS Form 214).

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COMMAND

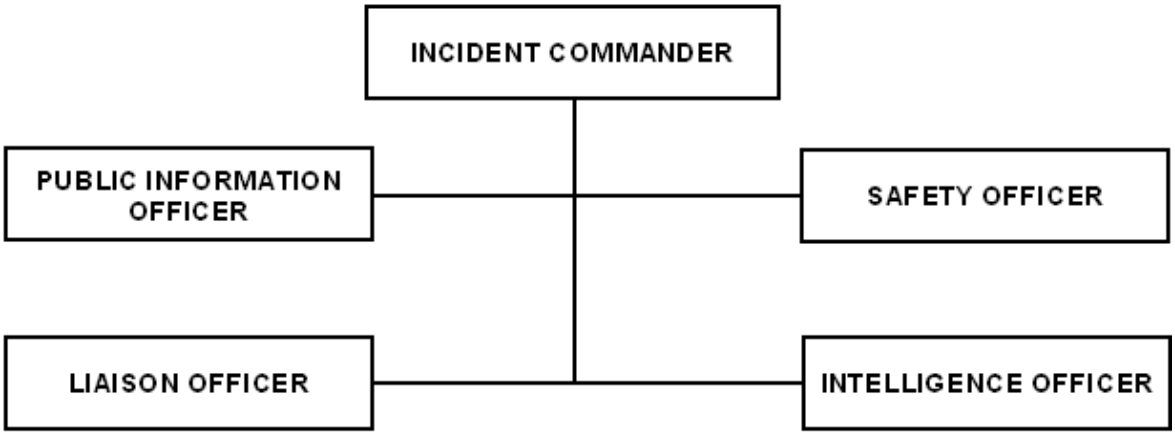
Incident Commander

Public Information Officer

Liaison Officer

Safety Officer

Intelligence Officer



INCIDENT COMMANDER

- ☐ Assess the situation and/or obtain a briefing from the prior IC.
- ☐ Determine Incident Objectives and strategy.
- ☐ Establish the immediate priorities.
- ☐ Establish an FRP.
- ☐ Brief Command Staff and Section Chiefs.
- ☐ Review meetings and briefings.
- ☐ Establish an appropriate organization.
- ☐ Ensure planning meetings are scheduled as required.
- ☐ Approve and authorize the implementation of an IAP.
- ☐ Ensure that adequate safety measures are in place.
- ☐ Coordinate activity for all Command and General Staff.
- ☐ Coordinate with key people and officials.
- ☐ Approve requests for additional resources or for the release of resources.
- ☐ Keep agency administrator informed of incident status.
- ☐ Approve the use of trainees, volunteers, and auxiliary personnel.
- ☐ Authorize release of information to the news media.
- ☐ Ensure incident Status Summary (ICS Form 209) is completed and forwarded to appropriate higher authority.
- ☐ Order the demobilization of the incident when appropriate.

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PUBLIC INFORMATION OFFICER

- ☐ Determine from the IC if there are any limits on information release.
- ☐ Develop material for use in media briefings.
- ☐ Obtain IC approval of media releases.
- ☐ Inform media and conduct media briefings.
- ☐ Arrange for tours and other interviews or briefings that may be required.
- ☐ Obtain media information that may be useful to incident planning.
- ☐ Maintain current information summaries and/or displays on the incident and provide information on the status of the incident to assigned personnel.

LIAISON OFFICER

- ☐ Be a contact point for Agency Representatives.
- ☐ Maintain a list of assisting and cooperating agencies and agency representatives. Monitor check-in sheets daily to ensure that all agency representatives are identified.
- ☐ Assist in establishing and coordinating interagency contacts.
- ☐ Keep agencies supporting the incident aware of incident status.
- ☐ Monitor incident operations to identify current or potential inter-organizational problems.
- ☐ Participate in planning meetings, providing current resource status, including limitations and capability of assisting agency resources.
- ☐ Coordinate response resource needs for Natural Resource Damage Assessment and Restoration (NRDAR) activities with the OPS during oil and HAZMAT responses.
- ☐ Coordinate response resource needs for incident investigation activities with the OPS.
- ☐ Ensure that all required agency forms, reports, and documents are completed prior to demobilization.
- ☐ Coordinate activities of visiting dignitaries.

SAFETY OFFICER

- ☐ Participate in planning meetings.
- ☐ Identify hazardous situations associated with the incident.
- ☐ Review the IAP for safety implications.
- ☐ Exercise emergency authority to stop and prevent unsafe acts.
- ☐ Investigate accidents that have occurred within the incident area.
- ☐ Review and approve the Medical Plan.
- ☐ Develop the Site Safety Plan and publish Site Safety Plan summary (ICS Form 208) as required.

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INTELLIGENCE OFFICER

- ☐ Participate in meetings and briefings as required.
- ☐ Collect and analyze incoming intelligence information from all sources.
- ☐ Determine the applicability, significance, and reliability of incoming intelligence information.
- ☐ As requested, provide intelligence briefings to the IC/UC.
- ☐ Review the IAP for intelligence implications.
- ☐ Answer intelligence questions and advise Command and General Staff as appropriate.
- ☐ Supervise, coordinate, and participate in the collection, analysis, processing, and dissemination of intelligence.
- ☐ Establish liaison with all participating law enforcement agencies including the CGIS, FBI/JTTF, State and local police departments.
- ☐ Prepare all required intelligence reports and plans.
- ☐ Ensure that all required agency forms, reports and documents are completed prior to demobilization.

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OPERATIONS

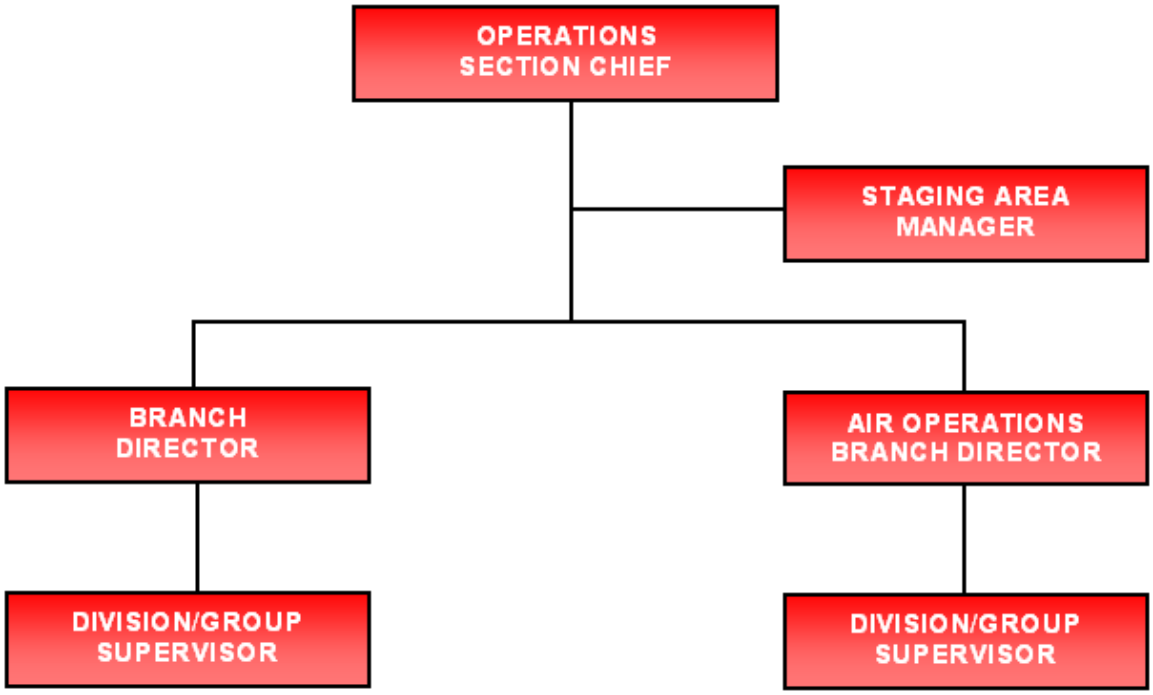
Operations Section Chief

Branch Director

Division/Group Supervisor

Staging Area Manager

Air Operations Branch Director



OPERATIONS SECTION CHIEF

- ☐ Develop operations portion of IAP.
- ☐ Brief and assign Operations Section personnel in accordance with the IAP.
- ☐ Supervise Operations Section.
- ☐ Determine need and request additional resources.
- ☐ Review suggested list of resources to be released and initiate recommendation for release of resources.
- ☐ Assemble and disassemble strike teams assigned to the Operations Section.
- ☐ Report information about special activities, events, and occurrences to the IC.
- ☐ Respond to resource requests in support of NRDAR activities.

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BRANCH DIRECTOR

- ☐ Develop with subordinates alternatives for Branch control operations.
- ☐ Attend planning meetings at the request of the OPS.
- ☐ Review Division/Group Assignment Lists (ICS Form 204) for Divisions/Groups within the Branch. Modify lists based on effectiveness of current operations.
- ☐ Assign specific work tasks to Division/Group Supervisors.
- ☐ Supervise Branch operations.
- ☐ Resolve logistic problems reported by subordinates.
- ☐ Report to OPS when: the IAP is to be modified; additional resources are needed; surplus resources are available; or hazardous situations or significant events occur.
- ☐ Approve accident and medical reports originating within the Branch.

DIVISION/GROUP SUPERVISOR

- ☐ Implement IAP for Division/Group.
- ☐ Provide the IAP to Strike Team Leaders, when available.
- ☐ Identify increments assigned to the Division/Group.
- ☐ Review Division/Group assignments and incident activities with subordinates and assign tasks.
- ☐ Ensure that the IC and/or Resources Unit are advised of all changes in the status of resources assigned to the Division/Group.
- ☐ Coordinate activities with adjacent Division/Group.
- ☐ Determine need for assistance on assigned tasks.
- ☐ Submit situation and resources status information to the Branch Director or the OPS.
- ☐ Report hazardous situations, special occurrences, or significant events (e.g., accidents, sickness, discovery of unanticipated sensitive resources) to the immediate supervisor.
- ☐ Ensure that assigned personnel and equipment get to and from assignments in a timely and orderly manner.
- ☐ Resolve logistics problems within the Division/Group.
- ☐ Participate in the development of Branch plans for the next operational period.

STAGING AREA MANAGER

- ☐ Establish Staging Area layout.
- ☐ Determine any support needs for equipment, feeding, sanitation and security.
- ☐ Establish check-in function as appropriate.
- ☐ Post areas for identification and traffic control.
- ☐ Request maintenance service for equipment at Staging Area as appropriate.
- ☐ Respond to request for resource assignments
- ☐ Obtain and issue receipts for radio equipment and other supplies distributed and received at Staging Area.
- ☐ Determine required resource levels from the OPS.
- ☐ Advise the OPS when reserve levels reach minimums.
- ☐ Maintain and provide status to Resource Unit of all resources in Staging Area.
- ☐ Demobilize Staging Area in accordance with the Incident Demobilization Plan.

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AIR OPERATIONS BRANCH DIRECTOR

- ☐ Organize preliminary air operations.
- ☐ Request declaration (or cancellation) of restricted air space
- ☐ Participate in preparation of the IAP through the OPS. Ensure that the air operations portion of the IAP takes into consideration the Air Traffic Control requirements of assigned aircraft.
- ☐ Perform operational planning for air operations.
- ☐ Prepare and provide Air Operations Summary Worksheet (ICS Form 220) to the Air Support Group and Fixed-Wing Bases.
- ☐ Determine coordination procedures for use by air organization with ground Branches, Divisions, or Groups.
- ☐ Coordinate with appropriate Operations Section personnel.
- ☐ Supervise all air operations activities associated with the incident.
- ☐ Evaluate helibase locations.
- ☐ Establish procedures for emergency reassignment of aircraft.
- ☐ Schedule approved flights of non-incident aircraft in the restricted air space area.
- ☐ Coordinate with the Operations Coordination Center (OCC) through normal channels on incident air operations activities.
- ☐ Inform the Air Emergency Group Supervisor of the air traffic situation external to the incident.
- ☐ Consider requests for non-emergency use of incident aircraft.
- ☐ Resolve conflicts concerning non-incident aircraft.
- ☐ Coordinate with FAA.
- ☐ Update air operations plans.
- ☐ Report to the OPS on air operations activities.
- ☐ Report special incidents/accidents.
- ☐ Arrange for an accident investigation team when warranted.

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PLANNING

Planning Section Chief

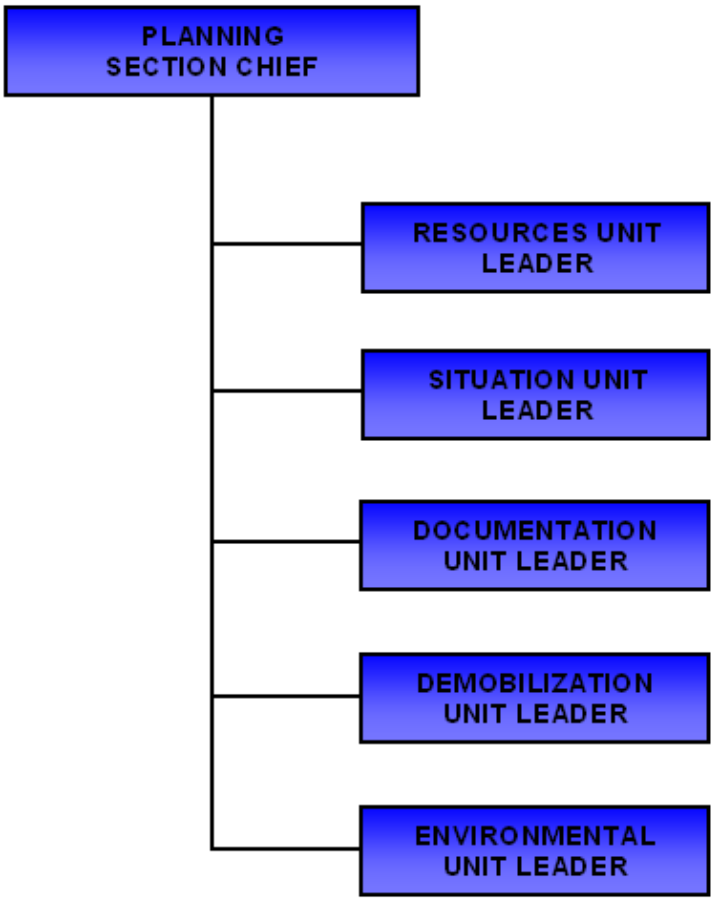
Resources Unit Leader

Situation Unit Leader

Documentation Unit Leader

Demobilization Unit Leader

Environmental Unit Leader



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PLANNING SECTION CHIEF

- ☐ Collect and process situation information about the incident.
- ☐ Supervise preparation of the IAP.
- ☐ Provide input to the IC and the OPS in preparing the IAP.
- ☐ Chair planning meetings and participate in other meetings as required.
- ☐ Reassign out-of-service personnel already on-site to ICS organizational positions as appropriate.
- ☐ Establish information requirements and reporting schedules for Planning Section Units (e.g., Resources, Situation Units).
- ☐ Determine the need for any specialized resources in support of the incident.
- ☐ If requested, assemble and disassemble Strike Teams and Task Forces not assigned to Operations.
- ☐ Establish special information collection activities as necessary (e.g., weather, environmental, toxics, etc.).
- ☐ Assemble information on alternative strategies.
- ☐ Provide periodic predictions on incident potential.
- ☐ Report any significant changes in incident status.
- ☐ Compile and display incident status information.
- ☐ Oversee preparation and implementation of the Incident Demobilization Plan.
- ☐ Incorporate plans (e.g., Traffic, Medical, Communications, Site Safety) into the IAP.

RESOURCE UNIT LEADER

- ☐ Establish the check-in function at incident locations.
- ☐ Prepare Organization Assignment List (ICS Form 203) and Organization Chart (ICS Form 207).
- ☐ Prepare appropriate parts of Division Assignment Lists (ICS Form 204).
- ☐ Prepare and maintain the FRP display (to include organization chart and resource allocation and deployment).
- ☐ Maintain and post the current status and location of all resources.
- ☐ Maintain master roster of all resources checked in at the incident.

SITUATION UNIT LEADER

- ☐ Begin collection and analysis of incident data as soon as possible.
- ☐ Prepare, post, or disseminate resource and situation status information as required, including special requests.
- ☐ Prepare periodic predictions or as requested by the PSC.
- ☐ Prepare the Incident Status Summary Form (ICS Form 209).
- ☐ Provide photographic services and maps if required.

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DOCUMENTAITON UNIT LEADER

- ☐ Set up work area; begin organization of incident files.
- ☐ Establish duplication service; respond to requests.
- ☐ File all official forms and reports.
- ☐ Review records for accuracy and completeness; inform appropriate units of errors or omissions.
- ☐ Provide incident documentation as requested.
- ☐ Store files for post-incident use.

DEMOBILIZATION UNIT LEADER

- ☐ Participate in planning meetings as required.
- ☐ Review incident resource records to determine the likely size and extent of demobilization effort.
- ☐ Based on the above analysis, add additional personnel, workspace, and supplies as needed.
- ☐ Coordinate demobilization with Agency Representatives.
- ☐ Monitor the on-going Operations Section resource needs.
- ☐ Identify surplus resources and probable release time.
- ☐ Develop incident check-out function for all units.
- ☐ Evaluate logistics and transportation capabilities to support demobilization.
- ☐ Establish communications with off-incident facilities, as necessary.
- ☐ Develop an Incident Demobilization Plan detailing specific responsibilities and release priorities and procedures.
- ☐ Prepare appropriate directories (e.g., maps, instructions, etc.) for inclusion in the Demobilization Plan.
- ☐ Distribute Demobilization Plan (on and offsite).
- ☐ Provide status reports to appropriate requestors.
- ☐ Ensure that all Sections/Units understand their specific demobilization responsibilities.
- ☐ Supervise execution of the Incident Demobilization Plan.
- ☐ Brief the PSC on demobilization progress.

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ENVIRONMENTAL UNIT LEADER

- ☐ Participate in Planning Section meetings.
- ☐ Identify sensitive areas and recommend response priorities.
- ☐ Following consultation with natural resource trustees, provide input on wildlife protection strategies (e.g., pre-emptive capture, hazing, and/or capture and treatment).
- ☐ Determine the extent, fate, and effects of contamination.
- ☐ Acquire, distribute, and provide analysis of weather forecasts.
- ☐ Monitor the environmental consequences of cleanup actions.
- ☐ Develop shoreline cleanup and assessment plans. Identify the need for, and prepare any special advisories or orders.
- ☐ Identify the need for, and obtain, permits, consultations, and other authorizations including Endangered Species Act (ESA) provisions.
- ☐ Following consultation with the FOSC's Historical/Cultural Resources Technical Specialist, identify and develop plans for protection of affected historical/cultural resources.
- ☐ Evaluate the opportunities to use various response technologies.
- ☐ Develop disposal plans.
- ☐ Develop a plan for collecting, transporting, and analyzing samples.

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LOGISTICS

Logistics Section Chief

Service Branch Director

Communications Unit Leader

Medical Unit Leader

Food Unit Leader

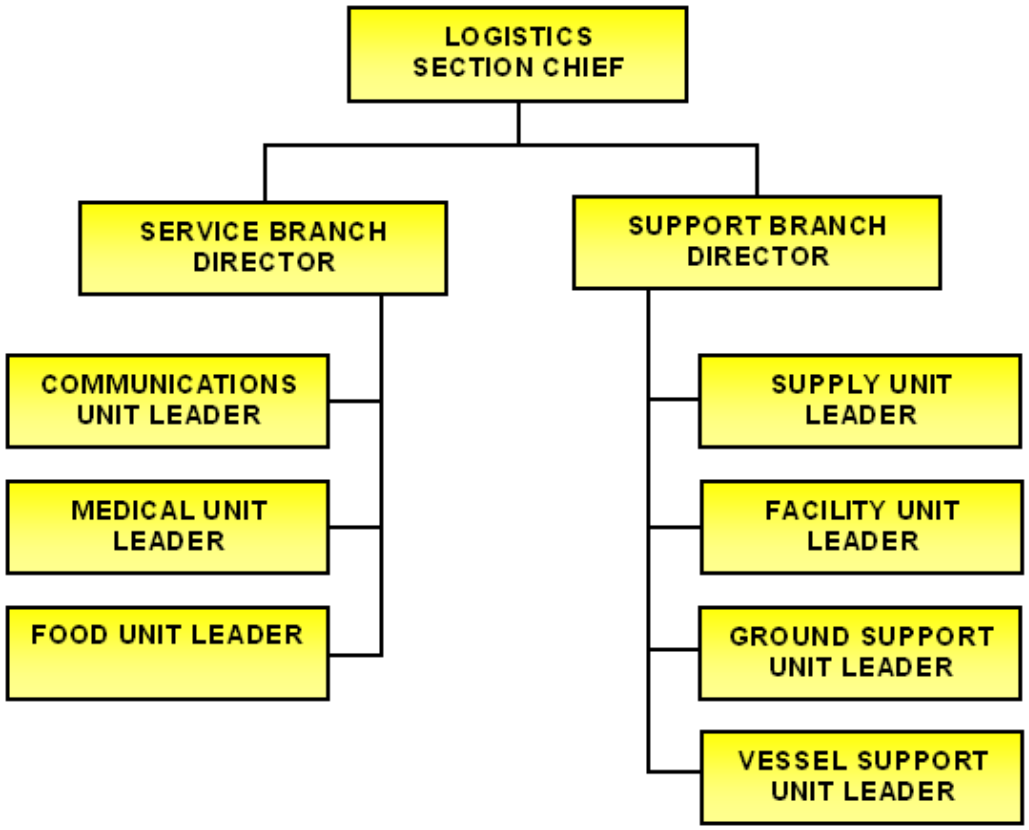
Support Branch Director

Supply Unit Leader

Facility Unit Leader

Ground Support Unit Leader

Vessel Support Unit Leader



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LOGISTICS SECTION CHIEF

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

SERVICE BRANCH DIRECTOR

- ☐ Determine the level of service required to support operations.
- ☐ Confirm dispatch of Branch personnel.
- ☐ Participate in planning meetings of Logistics Section personnel.
- ☐ Review the IAP.
- ☐ Organize and prepare assignments for Service Branch personnel.
- ☐ Coordinate activities of Branch Units.
- ☐ Inform the LSC of Branch activities.
- ☐ Resolve Service Branch problems.

COMMUNICATIONS UNIT LEADER

- ☐ Prepare and implement the Incident Radio Communications Plan (ICS Form 205).
- ☐ Ensure the Incident Communications Center and the Message Center is established.
- ☐ Establish appropriate communications distribution/maintenance locations within the Base/Camp(s).
- ☐ Ensure communications systems are installed and tested.
- ☐ Ensure an equipment accountability system is established.
- ☐ Ensure personal portable radio equipment from cache is distributed per Incident Radio Communications Plan.
- ☐ Provide technical information as required on:

  - Adequacy of communications systems currently in operation.
  - Geographic limitation on communications systems.
  - Equipment capabilities/limitations.
  - Amount and types of equipment available.
  - Anticipated problems in the use of communications equipment.

- ☐ Supervise Communications Unit activities.
- ☐ Maintain records on all communications equipment as appropriate.
- ☐ Ensure equipment is tested and repaired.
- ☐ Recover equipment from Units being demobilized.

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MEDICAL UNIT LEADER

- ☐ Participate in Logistics Section/Service Branch planning activities.
- ☐ Prepare the Medical Plan (ICS Form 206).
- ☐ Prepare procedures for major medical emergency.
- ☐ Declare major emergency as appropriate.
- ☐ Respond to requests for medical aid, medical transportation, and medical supplies.
- ☐ Prepare and submit necessary documentation.

FOOD UNIT LEADER

- ☐ Determine food and water requirements.
- ☐ Determine the method of feeding to best fit each facility or situation.
- ☐ Obtain necessary equipment and supplies and establish cooking facilities.
- ☐ Ensure that well-balanced menus are provided.
- ☐ Order sufficient food and potable water from the Supply Unit.
- ☐ Maintain an inventory of food and water.
- ☐ Maintain food service areas, ensuring that all appropriate health and safety measures are being followed.
- ☐ Supervise caterers, cooks, and other Food Unit personnel as appropriate.

SUPPORT BRANCH DIRECTOR

- ☐ Determine initial support operations in coordination with the LSC and Service Branch Director.
- ☐ Prepare initial organization and assignments for support operations.
- ☐ Assemble and brief Support Branch personnel.
- ☐ Determine if assigned Branch resources are sufficient.
- ☐ Maintain surveillance of assigned units work progress and inform the LSC of their activities.
- ☐ Resolve problems associated with requests from the Operations Section.

SUPPLY UNIT LEADER

- ☐ Participate in Logistics Section/Support Branch planning activities.
- ☐ Determine the type and amount of supplies enroute.
- ☐ Review the IAP for information on operations of the Supply Unit.
- ☐ Develop and implement safety and security requirements.
- ☐ Order, receive, distribute and store supplies, and equipment.
- ☐ Receive and respond to requests for personnel, supplies, and equipment.
- ☐ Maintain an inventory of supplies and equipment.
- ☐ Service reusable equipment.
- ☐ Submit reports to the Support Branch Director.

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FACILITY UNIT LEADER

- ☐ Review the IAP.
- ☐ Participate in Logistics Section/Support Branch planning activities.
- ☐ Determine requirements for each facility, including the FRP.
- ☐ Prepare layouts of incident facilities.
- ☐ Notify Unit Leaders of facility layout.
- ☐ Activate incident facilities.
- ☐ Provide Base and Camp Managers and personnel to operate facilities.
- ☐ Provide sleeping facilities.
- ☐ Provide security services.
- ☐ Provide facility maintenance services (e.g., sanitation, lighting, cleanup).
- ☐ Demobilize Base and Camp facilities.
- ☐ Maintain facility records

GROUND SUPPORT UNIT LEADER

- ☐ Participate in Support Branch/Logistics Section planning activities.
- ☐ Develop and implement the Traffic Plan.
- ☐ Support out-of-service resources.
- ☐ Notify the Resources Unit of all status changes on support and transportation vehicles.
- ☐ Arrange for and activate fueling, maintenance, and repair of ground resources.
- ☐ Maintain Support Vehicle Inventory and transportation vehicles (ICS Form 218).
- ☐ Provide transportation services, IAW requests from the LSC or Support Branch Director.
- ☐ Collect information on rented equipment.
- ☐ Requisition maintenance and repair supplies (e.g., fuel, spare parts, etc.).
- ☐ Maintain incident roads.
- ☐ Submit reports to Support Branch Director as directed.

VESSEL SUPPORT UNIT LEADER

- ☐ Participate in Support Branch/Logistics Section planning activities.
- ☐ Coordinate development of the Vessel Routing Plan.
- ☐ Coordinate vessel transportation assignments with the Protection and Recovery Branch or other sources of vessel transportation.
- ☐ Coordinate water-to-land transportation with the Ground Support Unit, as necessary.
- ☐ Maintain a prioritized list of transportation requirements that need to be scheduled with the transportation source.
- ☐ Support out-of-service vessel resources, as requested.
- ☐ Arrange for fueling, dockage, maintenance, and repair of vessel resources, as requested.
- ☐ Maintain inventory of support and transportation vessels.

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FINANCE/ADMINISTRATION

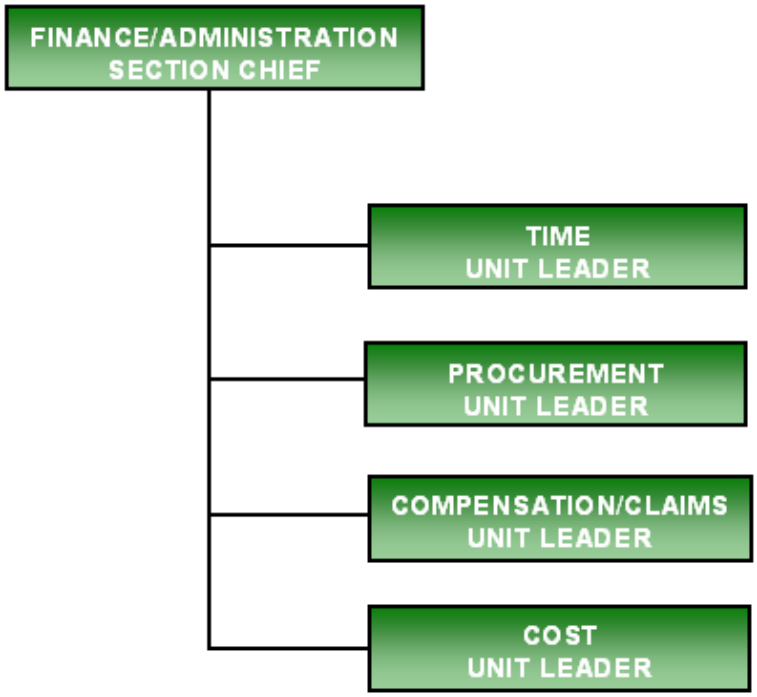
Finance/Administration Section Chief

Time Unit Leader

Procurement Unit Leader

Compensation/Claims Unit Leader

Cost Unit Leader



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FINANCE / ADMINISTRATION SECTION CHIEF

- ☐ Attend planning meetings as required.
- ☐ Manage all financial aspects of an incident.
- ☐ Provide financial and cost analysis information as requested.
- ☐ Gather pertinent information from briefings with responsible agencies.
- ☐ Develop an operating plan for the Finance/Admin. Section; fill supply and support needs.
- ☐ Determine the need to set up and operate an incident commissary.
- ☐ Meet with assisting and cooperating agency representatives as needed.
- ☐ Maintain daily contact with agency(s) administrative headquarters on Finance/Admin. matters.
- ☐ Ensure all personnel time records are accurately completed and transmitted, according to policy.
- ☐ Provide financial input to demobilization planning.
- ☐ Ensure all obligation documents initiated at the incident are properly prepared and completed.
- ☐ Brief administrative personnel on all incident-related financial issues needing attention or follow-up prior to leaving incident.

TIME UNIT LEADER

- ☐ Determine incident requirements for time recording function.
- ☐ Determine resource needs.
- ☐ Contact appropriate agency personnel/representatives.
- ☐ Ensure that personnel time recording documents are prepared in compliance with policy.
- ☐ Establish time unit objectives.
- ☐ Maintain separate logs for overtime hours.
- ☐ Establish commissary operation on larger or long-term incidents as needed.
- ☐ Submit cost estimate data forms to the Cost Unit, as required.
- ☐ Maintain records security.
- ☐ Ensure that all records are current and complete prior to demobilization.
- ☐ Release time reports from assisting agency personnel to the respective agency representatives prior to demobilization.
- ☐ Brief the Finance/Administration Section Chief on current problems and recommendations, outstanding issues, and follow-up requirements.

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PROCUREMENT UNIT LEADER

- ☐ Review incident needs and any special procedures with Unit Leaders, as needed.
- ☐ Coordinate with local jurisdiction on plans and supply sources.
- ☐ Obtain the Incident Procurement Plan.
- ☐ Prepare and authorize contracts and land-use agreements.
- ☐ Draft memoranda of understanding as necessary.
- ☐ Establish contracts and agreements with supply vendors.
- ☐ Provide for coordination between the Ordering Manager, agency dispatch, and all other procurement organizations supporting the incident.
- ☐ Ensure that a system is in place that meets agency property management requirements. Ensure proper accounting for all new property.
- ☐ Interpret contracts and agreements; resolve disputes within delegated authority.
- ☐ Coordinate with the Compensation/Claims Unit for processing claims.
- ☐ Coordinate use of impress funds, as required.
- ☐ Complete final processing of contracts and send documents for payment.
- ☐ Coordinate cost data in contracts with the Cost Unit Leader.
- ☐ Brief the Finance/Administration Section Chief on current problems and recommendations, outstanding issues, and follow-up requirements.

COMPENSATION / CLAIMS UNIT LEADER

- ☐ Establish contact with the incident Safety Officer (SO) and Liaison Officer (LO) (or agency representatives if no LO is assigned).
- ☐ Determine the need for Compensation for Injury and Claims Specialists and order personnel as needed.
- ☐ Establish a Compensation for Injury work area within or as close as possible to the Medical Unit.
- ☐ Review Incident Medical Plan (ICS Form 206).
- ☐ Ensure that Compensation/Claims Specialists have adequate workspace and supplies.
- ☐ Review and coordinate procedures for handling claims with the Procurement Unit.
- ☐ Brief the Compensation/Claims Specialists on incident activity.
- ☐ Periodically review logs and forms produced by the Compensation/Claims Specialists to ensure that they are complete, entries are timely and accurate, and that they are in compliance with agency requirements and policies.
- ☐ Ensure that all Compensation for Injury and Claims logs and forms are complete and routed appropriately for post-incident processing prior to demobilization.
- ☐ Keep the Finance/Administration Section Chief briefed on Unit status and activity.
- ☐ Demobilize unit in accordance with the Incident Demobilization Plan.

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COST UNIT LEADER

- ☐ Coordinate cost reporting procedures.
- ☐ Collect and record all cost data.
- ☐ Develop incident cost summaries.
- ☐ Prepare resources-use cost estimates for the Planning Section.
- ☐ Make cost-saving recommendations to the Finance/Administration Section Chief.
- ☐ Ensure all cost documents are accurately prepared.
- ☐ Maintain cumulative incident cost records.
- ☐ Complete all records prior to demobilization.
- ☐ Provide reports to the Finance/Administration Section Chief.

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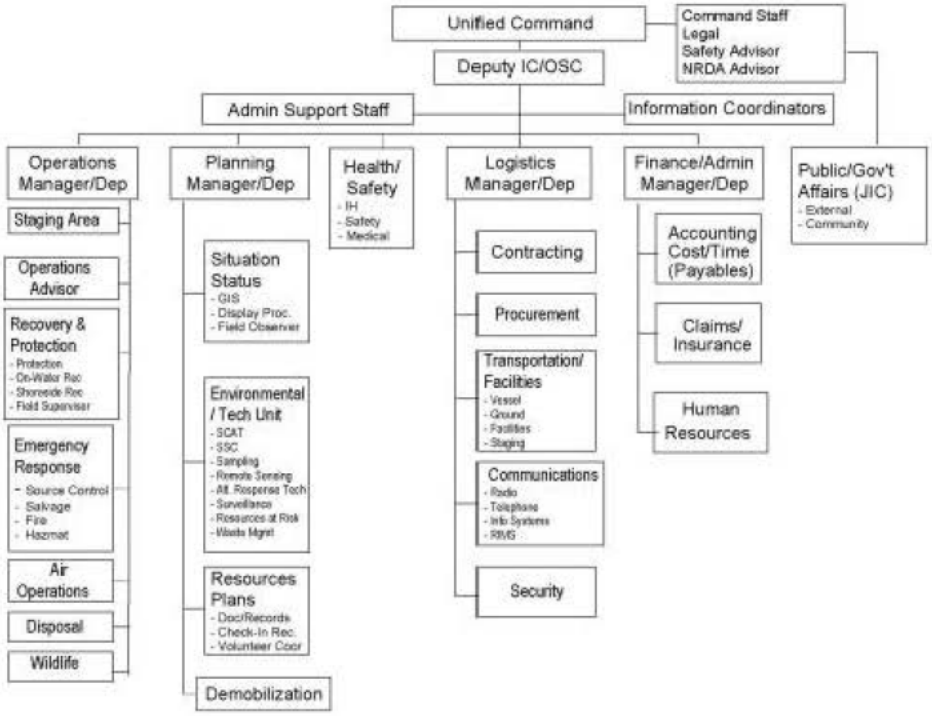
FIGURE 4.7

FACILITY SPECIFIC INCIDENT MANAGEMENT



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Qualified Individual

- Activate and contract with necessary oil spill removal organizations.
- Act as liaison with the predesignated Federal On-Scene Coordinator (FOSC).
- Activate internal alarms and hazard communication systems to notify all facility personnel.
- Notify all response personnel, as needed.
- Identify the character, exact source, amount, and extent of the release, as well as the other items needed for notification.
- Notify and provide necessary information to the appropriate Federal, State and local authorities with designated response roles, including the National Response Center, State Emergency Response Commission, and Local Emergency Planning Committee.
- Assess the interaction of the spilled substance with water and/or other substances stored at the facility and notify response personnel at the scene of that assessment.
- Assess the possible hazards to human health and the environment due to the release.
- Assess and implement prompt removal actions to contain and remove the substance released.
- Coordinate rescue and response actions as previously arranged with all response personnel.
- Has authority to immediately access company funding to initiate cleanup activities.
- Direct cleanup activities until properly relieved of this responsibility.

Incident Commander

Scope of Responsibility:

- Initial Responder (person discovering the spill) acts as Incident Commander until relieved by Qualified Individual (QI). Person discovering spill is responsible for initially completing the Initial Site Assessment (ICS-201-2). This form should be given to the Planning Chief.
- Responsible for activating response personnel, directing response operations, making notifications, and for reporting the progress and the plans of the response operations to the Unified Command and ExxonMobil Management.

JOB DUTIES:

Initial Response:

- Mobilize local responders to ready standby
- Ensure that the safety of response personnel is accorded the highest priority in all aspects and phases of response

"Emergency":

- Assess the incident. Work with Safety Officer and use Fire Department/Hazmat to complete Site Safety and Control Analysis (ICS-201-3)
- Eliminate ignition sources
- Report nature and location
- Secure the source
- Minimize the threat
- Establish response organization (ICS-201-4)
- Notify upline management
- Begin clean-up
- Complete Summary of Current Actions (ICS-201-1)
- Ensure completion of Initial Incident Briefing document (ICS201)

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- Conduct initial briefing with response team
- Document all actions and activities

On-Going Response:

- Establish objectives and response priorities (Complete ICS-202)
- Ensure that response personnel have the equipment, materials, and supplies necessary to carry out their duties in a safe, effective, and efficient fashion

Transition to "Post-Emergency":

- Support the Public Information Officer
- Ensure development of the Incident Action Plan (IAP)
- Review the IAP with the Unified Command and obtain concurrence
- Conduct daily briefing meetings
- Ensure adequate records are maintained
- Complete response organization chart (ICS-204)

Deputy/Alternate Incident Commander

Reports directly to the IC in fulfilling his/her responsibilities. The Deputy IC is available to perform critical duties which demand the experience and knowledge of a senior manager to represent ExxonMobil. The Deputy IC is expected to assume the responsibilities of the IC, when the IC is unavailable.

Operations Section Chief

Scope of Responsibility:

- Responsible for the management and supervision of all containment, recovery, shoreline protection and cleanup, aerial surveillance, and waste disposal operations that occur during response operations.

JOB DUTIES:

Initial Response:

- Obtain initial briefing
- Make personal safety the highest priority throughout the response operations

"Emergency":

- Supervise on land, on-water, near-shore, and shoreline response operations
- Work with Safety Officer and use Fire Department/Hazmat to complete Site Safety and Control Analysis (ICS-201-3). Provide to Planning Chief, as needed.
- Document all actions and activities

On-Going Response:

- Ensure safety of field personnel
- Work with Planning and Logistics personnel to develop an Incident Action Plan for response operations

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Transition to "Post-Emergency":

- Provide Logistics Chief with a detailed list of personnel, equipment, material, and supply needs for day to day operations
- Provide information and make recommendations to the IC and Planning Chief
- Serve as field contact person for government agencies
- Work with Public Affairs to assist in preparation or review of information to be released to the media, government agencies, and/or the public
- Ensure adequate records are maintained

Logistics Section Chief

Scope of Responsibility:

- Responsible for coordinating all air, marine, and land transportation services; and the procurement of equipment, materials, and supplies.

JOB DUTIES:

Initial Response:

- Obtain initial briefing
- Set up Command Center

"Emergency":

- Ensure that all services are provided in a manner that maximizes personnel safety and health
- Complete Resource Summary (ICS-201-5). Provide to Planning Chief, as needed.
- Document all actions and activities

On-Going Response:

- Work with IC and Planning Chief to develop an Incident Action Plan for response operations.
- Work with the Operations Section Chief to identify and ensure timely and efficient provision of field support services.

Transition to "Post-Emergency":

- If requested by the IC, secure an "800" telephone number for the public to call regarding problems and claims.
- Ensure adequate records are maintained.

Planning Section Chief

Scope of Responsibility:

- Responsible for coordinating the development and prioritizing the response activities by collecting and evaluating information about the spill trajectory and areas impacted and status of resources available in consultation with regulatory agencies.

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JOB DUTIES:

Initial Response:

- Obtain initial briefing.
- Ensure that all plans are developed to maximize personnel safety and health.

"Emergency":

- Interface with the FOSC and regulatory agencies to gain consensus on objectives and response priorities.
- Obtain information on the size, location, direction, type, or potential impact of spill.
- Complete Spill Notification Form (ICS-201-6).
- Prepare Initial Incident Briefing (ICS-201) package for IC, as requested.
- Document all actions and activities.

On-Going Response:

- Interface with the IC and the Operations Section Chief to develop consensus on operations strategy to implement priority concerns jointly developed with FOSC and regulatory agencies.

Transition to "Post-Emergency":

- Work with Logistics Section Chief to ensure adequate resources are available for operations
- Supervise the preparation of the Incident Action Plan
- Develop a meeting schedule with the Unified Command
- Respond to request for information from government agencies
- Assist in the preparation or review of information to be released
- Ensure that company and/or contract personnel are available to provide technical advice on any and all aspects of response operations
- Ensure adequate records are maintained

Safety Officer

Scope of Responsibility:

- Responsible for coordinating the development of the Site Safety and Control Analysis (ICS-201-3) and the Site Safety & Health Plan, advising on safe practices and procedures to be followed during the conduct of response operations, and visit all areas of the response operation to monitor personnel activities.

JOB DUTIES:

Initial Response:

- Obtain initial briefing.
- Make personal safety the highest priority throughout the response operations.

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"Emergency":

- Use Fire Department/Hazmat to complete the Site Safety and Control Analysis (ICS-201-3). Provide to Planning Chief, as requested.
- Document all actions and activities

On-Going Response:

- Issue appropriate safety guidelines to be observed during response operations, addressing chemical/physical hazards associated with response.

Transition to "Post-Emergency":

- Work on the publication of safety reminders.
- Work with medical responders to establish first aid stations in field.
- Investigate accidents that occur.
- Maintain a record of all accidents/injuries.
- Serve as a liaison with government safety officials.
- Monitor field operations to ensure safety compliance and advise Operations Chief immediately should it be necessary to halt any activity. (Safety Officer has the authority to halt any activities which are against legal or company requirements or pose hazardous conditions to response personnel).
- Prepare the Site Safety & Health Plan (see Appendix D of the OSRP for fill-in-the-blank form) and provide to Planning Chief.
- Ensure adequate records are maintained.

Finance Section Officer

Scope of Responsibility:

- Responsible for overseeing all of the financial and cost analysis aspects of the incident and for supervising members of the Finance/Administration Section.
- During the initial stages of an incident, the Incident Commander will assume the role of the Finance Section Chief.

JOB DUTIES:

Initial Response:

- Obtain initial briefing
- Attend planning meetings to gather information on overall strategy.

"Emergency":

- Determine resource needs.
- Develop an operating plan for Finance/Administration function on incident.
- Prepare work objectives for section staff.
- Document all actions and activities.

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On-Going Response:

- Inform Unified Command when Section is fully operational
- Prepare and post Financial Section organization
- Facilitate preparation of guidelines, procedures, forms and data management systems necessary to account for expenditures made during response operations
- Ensure that all personnel time records are maintained
- Meet with agency representatives as required.
- Provide input in all planning sessions on financial and cost analysis matters.

Transition to "Post-Emergency":

- Ensure all obligation documents initiated at the incident are properly prepared and completed.
- Approve all obligation documents
- Brief agencies on all incident related business management issues needing attention and follow-up prior to leaving incident.
- Provide Unified Command with regular financial reports
- Document all actions
- Ensure adequate records are maintained.

Public Information Officer

Scope of Responsibility

- Responsible for developing and releasing information about the incident to the news media, to incident personnel, and to other appropriate agencies and organizations.
- The PIO is part of the Command Group. Assistants of the PIO will be located in the Joint Information Center (JIC).

JOB DUTIES:

Initial Response:

- Obtain initial briefing
- Determine from the Incident Commander if there are any limits on information release.

"Emergency":

- Develop material for use in media briefings.
- Obtain Incident Commander approval for media releases.

On-Going Response:

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

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Transition to "Post-Emergency":

- Maintain Unit/Activity
- Proactively work with media.
- Obtain Unified Command approval for media releases.

Legal Advisor

Is responsible for advising the IC and other NARRT response personnel concerning legal liabilities and ramifications that could result from the response actions. The Legal Advisor reports to the IC.

Emergency Support Group (ESG)

- Maintain communications between the Field Response Team and ExxonMobil senior management.
- Provide information or services to the Field Response Team upon request.
- Identify issues of overall strategic importance to ExxonMobil arising out of the incident or the response.
- Establish a high-level external communications strategy.
- Advisie senior management and the Executive Team on issues of strategic importance.

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5.0 RESPONSE PLANNING

5.1 Incident Action Plan

5.2 Planning P

5.3 Site Safety Plan

Figure 5.1 Incident Briefing

Figure 5.2 ICS IAP Cover

Figure 5.3 Incident Objectives

Figure 5.4 Organization Assignment List

Figure 5.5 Assignment List

Figure 5.6 Incident Radio Communications Plan

Figure 5.7 Medical Plan

Figure 5.8 Unit Log

Figure 5.9 Resources at Risk Summary

Figure 5.10 Site Safety Plan

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5.1 INCIDENT ACTION PLAN

Emergency response activities are planned and coordinated through the use of an Incident Action Plan (IAP) which is developed for each Operational Period of a response by the Incident Management Team. For small responses, an ICS 201 (Incident Briefing Form provided in Figure 5.1), may be used as the IAP and, for all incidents, the ICS 201 will serve as the initial IAP.

For larger or more complex incidents a more complete IAP will be necessary. These IAPs are generally created through the completion and compilation of several standard ICS forms. These forms include, but are not limited to:

ICS FORM NUMBER	FORM TITLE	PREPARED BY*	PLAN LOCATION
201	Incident Briefing	Initial Response IC	Figure 5.1
None	ICS IAP Cover	Situation Unit Leader	Figure 5.2
202	Incident Objectives	Planning Section Chief	Figure 5.3
203	Organization Assignment List	Resources Unit Leader	Figure 5.4
204	Assignment List	Operations Section Chief & Resources Unit Leader	Figure 5.5
205	Incident Radio Communications Plan	Communications Unit Leader	Figure 5.6
206	Medical Plan	Medical Unit Leader	Figure 5.7
214	Unit Log	All Sections	Figure 5.8
232	Resources at Risk Summary	Situation Unit Leader	Figure 5.9
SSP	Site Safety Plan	Safety Officer	Figure 5.10

* The Planning Section Chief may assign preparation of forms to other personnel on the Incident Management Team if identified position is unassigned or vacant when the IAP is produced.

Depending on the nature and severity of the emergency, additional documents may be included in the IAP. These may include:

- Sensitivity Maps (Provided in Appendix G)
- Waste Management & Disposal Plans (Provided in Appendix E)
- Plans for use of Alternative Technologies (Dispersant/In-situ Burn/Bioremediation)
- Security Plans
- Decontamination Plans
- Traffic Plans

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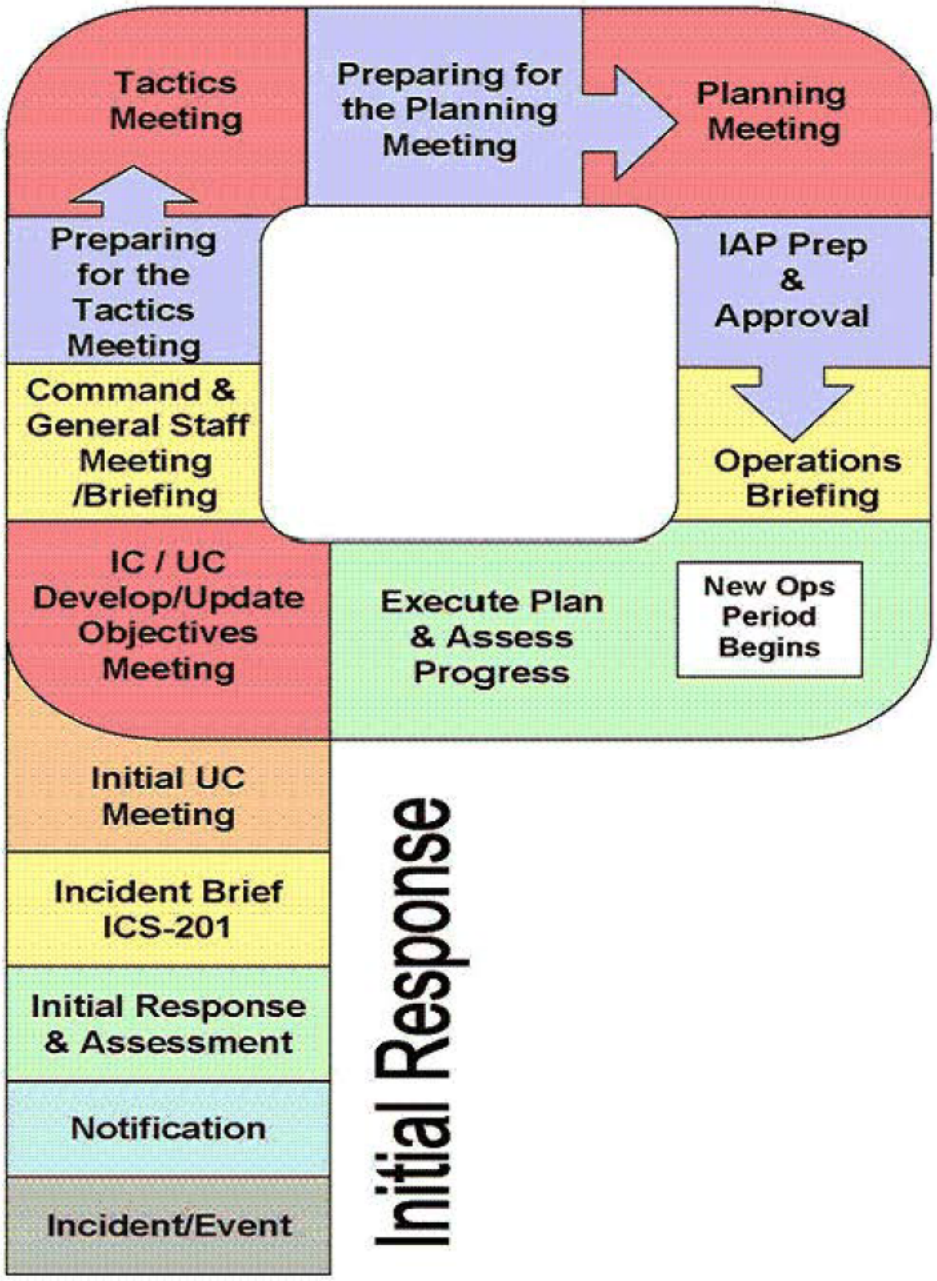
5.2 PLANNING P

UNITED STATES COAST GUARD
Operations Period Planning

The Operational Planning "P"



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5.3 SITE SAFETY PLAN

Site Safety Plans (SSP) are required by OSHA (29CFR1910.120(b)(4)) for all hazardous waste operations. The SSP should address all on-site operations and hazardous as well as on-site emergency procedures. A template for use in producing an SSP is provided as Figure 5.10.

The SSP is typically prepared by the Safety Officer and approved by the Incident Commander or the Unified Command. All personnel must be familiar with the contents of the SSP and the SSP must be updated as conditions, operations and hazards associated with the response change

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FIGURE 5.1

INCIDENT BRIEFING

NRC Incident No. #_____

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

3. Map/Sketch (include sketch, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines, or other graphics depicting situational and response status)

4. Current Situation:

INCIDENT BRIEFING ICS 201-CG (pg 1 of 4) (Rev 4/04)

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NRC Incident No. #_____

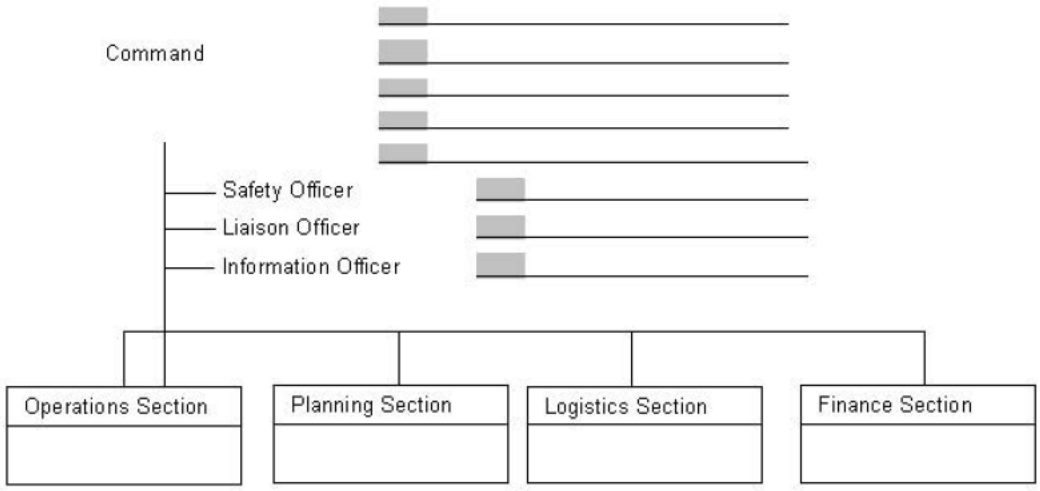
1. Incident Name	2. Prepared by: (name) Date: Time:	INCIDENT BRIEFING ICS 201-CG

5. Initial Response Objectives, Current Actions, Planned Actions	

NRC Incident No. #_____

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

6. Current Organization (fill in additional appropriate organization)



INCIDENT BRIEFING ICS 201-CG (pg 3 of 4) (Rev 4/04)

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NRC Incident No. #_____

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

7. Resources Summary Resource	Resource Identifier	Date Time Ordered	ETA	On-Scene (X)	NOTES: (Location/Assignment/Status)

FIGURE 5.2

ICS IAP COVER

1. Incident Name	2. Operational Period to be covered by IAP (Date/Time)	CG IAP COVER SHEET
	From: To:	

3. Approved by Incident Commander(s):

ORG	NAME

INCIDENT ACTION PLAN

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

- ☐ ICS 202-CG (Response Objectives)
- ☐ ICS 203-CG (Organization List) – OR – ICS 207-CG (Organization Chart)
- ☐ ICS 204-CGs (Assignment Lists)
  One Copy each of any ICS 204-CG attachments:
- ☐ ICS 205-CG (Communications Plan)
- ☐ ICS 206-CG (Medical Plan)
- ☐ ICS 208-CG (Site Safety Plan) or Note SSP Location _____
- ☐ Map/Chart
- ☐ Weather forecast / Tides/Currents

Other Attachments

- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐
- ☐

4. Prepared by: **Date/Time**

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FIGURE 5.3

INCIDENT OBJECTIVES

1. Incident Name	2. Operational Period (Date/Time) From: To:	INCIDENT OBJECTIVES ICS 202-CG
3. Objective(s)		
4. Operational Period Command Emphasis (Safety Message, Priorities, Key Decisions/Directions)		
Approved Site Safety Plan Located at:		
5. Prepared by: (Planning Section Chief)	Date/Time	

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FIGURE 5.4

ORGANIZATION ASSIGNMENT LIST

1. Incident Name	2. Operational Period (Date/Time) From: To:	ORGANIZATION ASSIGNMENT LIST ICS 203-CG

3. Incident Commander(s) and Staff

Agency	IC	Deputy
Safety Officer:		
Information Officer:		
Liaison Officer:		

4. Agency Representatives

Agency	Name

5. PLANNING/INTEL SECTION

Chief	
Deputy	
Resources Unit	
Situation Unit	
Intel Unit	
Scientific Unit	
Documentation Unit	
Demobilization Unit	
Technical Specialists	

6. LOGISTICS SECTION

Chief	
Deputy	
a. Support Branch	
Director	
Supply Unit	
Facilities Unit	
Transportation Unit	
Vessel Support Unit	
Ground Support Unit	
b. Service Branch	
Director	
Communications Unit	
Medical Unit	
Food Unit	

7. OPERATION SECTION

Chief		
Deputy		
Deputy		
Staging Area Manager		
Staging Area Manager		
Staging Area Manager		
a. Branch – Division Groups		
Branch Director		
Deputy		
Division Group		
Division Group		
Division Group		
Division/Group		
Division/Group		
b. Branch – Division/Groups		
Branch Director		
Deputy		
Division/Group		
Division/Group		
Division/Group		
Division/Group		
Division/Group		
c. Branch – Division/Groups		
Branch Director		
Deputy		
Division/Group		
Division/Group		
Division/Group		
Division/Group		
Division/Group		
d. Air Operations Branch		
Air Operations Br. Dir		
Helicopter Coordinator		

8. FINANCE/ADMINISTRATION SECTION

Chief	
Deputy	
Time Unit	
Procurement Unit	
Compensation/Claims Unit	
Cost Unit	

9. Prepared By: (Resources Unit) **Date/Time**

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FIGURE 5.5

ASSIGNMENT LIST

1. Incident Name	2. Operational Period (Date/Time) From: To:	Assignment List ICS 204-CG
3. Branch	4. Division/Group/Staging	

5. Operations Personnel Name Affiliation Contact # (s)

Operations Section Chief:

Branch Director:

Division/Group Supervisor/STAM:

6. Resources Assigned "X" indicates 204a attachment with additional instructions

Strike Team/Task Force/Resource Identifier	Leader	Contact Info. #	# Of Persons	Reporting Info/Notes/Remarks	
					☐
					☐
					☐
					☐
					☐
					☐
					☐
					☐
					☐
					☐

7. Work Assignments

8. Special Instructions

9. Communications (radio and/or phone contact numbers needed for this assignment)

Name/Function	Radio: Freq./System/Channel	Phone	Cell/Pager	

Emergency Communications

Medical Evacuation Other

10. Prepared by:	Date/Time	11. Reviewed by (PSC):	Date/Time	12. Reviewed by (OSC):	Date/Time

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1. Incident Name	2. Operational Period (Date/Time) From: To:	ASSIGNMENT LIST ATTACHMENT ICS 204a-CG
3. Branch	4. Division/Group	
5. Strike Team/Task Force/Resource (Identifier)	6. Leader	7. Assignment Location
8. Work Assignment Special Instructions, Special Equipment/Supplies Needed for Assignment, Special Environmental Considerations, Special Site Specific Safety Considerations		
Approved Site Safety Plan Located at:		
9. Other Attachments (as needed) ☐ Map/Chart ☐ Weather Forecast/Tides/Currents ☐ ☐ ☐ ☐		
10. Prepared by: Date/Time	11. Reviewed by (PSC): Date/Time	12. Reviewed by (OSC): Date/Time

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FIGURE 5.6

INCIDENT RADIO COMMUNICATIONS PLAN

1. Incident Name	2. Operational Period (Date / Time) From: To:	INCIDENT RADIO COMMUNICATIONS PLAN ICS 205-CG

3. BASIC RADIO CHANNEL USE

SYSTEM / CACHE	CHANNEL	FUNCTION	FREQUENCY	ASSIGNMENT	REMARKS

4. Prepared by: (Communications Unit) Date / Time

INCIDENT RADIO COMMUNICATIONS PLAN ICS 205-CG (Rev.07/04)

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1. Incident Name	2. Operational Period (Date / Time) From: To:	COMMUNICATIONS LIST ICS 205A-CG

3. Basic Local Communications Information

Assignment	Name	Method(s) of contact (radio frequency, phone, pager, cell #(s), etc.)

4. Prepared by: (Communications Unit) **Date / Time**

COMMUNICATIONS LIST ICS 205a-CG (Rev. 07/04)

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FIGURE 5.7

MEDICAL PLAN

1. Incident Name	2. Operational Period (Date / Time) From: To:	MEDICAL PLAN ICS 206-CG

3. Medical Aid Stations

Name	Location	Contact #	Paramedics On site (Y/N)

4. Transportation

Ambulance Service	Address	Contact #	Paramedics On board (Y/N)

5. Hospitals

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

6. Special Medical Emergency Procedures

7. Prepared by: (Medical Unit Leader) Date/Time	8. Reviewed by: (Safety Officer) Date/Time

MEDICAL PLAN ICS 206-CG (Rev 05/05)

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FIGURE 5.8

UNIT LOG

1. Incident Name	2. Operational Period (Date/Time) From: To:	UNIT LOG ICS 214-CG
3. Unit Name/Designators	4. Unit Leader (Name and ICS Position)	

5. Personnel Assigned

NAME	ICS POSITION	HOME BASE

6. Activity Log (Continue on Reverse)

TIME	MAJOR EVENTS

7. Prepared by: Date/Time

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1. Incident Name	2. Operational Period (Date/Time) From: To:	UNIT LOG (CONT.) ICS 214a-CG

6. Activity Log (Continue on Reverse)

TIME	MAJOR EVENTS

FIGURE 5.9

RESOURCES AT RISK SUMMARY

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

3. Environmentally-Sensitive Areas and Wildlife Issues

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

Narrative

4. Archaeo-cultural and Socio-economic Issues

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

Narrative

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

RESOURCES AT RISK SUMMARY June 2000 ICS 232-OS

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FIGURE 5.10

Date: _____ NRC Assigned Number: _____

SITE SAFETY PLAN

I. General

☐ Platform	☐ Air	☐ Spill to Water	☐ Excavation	☐ Other:_____	AFE #:_____

Facility: Irving, TX Terminal
Location: _____
Work to be performed: _____

Issuing Date: _____ Time: _____
Temperature: _____
Wind Direction: _____
Humidity: _____

II. Hazards to be Evaluated

Y	N		Y	N		Y	N	
☐	☐	Oxygen Deficient/Enriched	☐	☐	Ingestion / Skin Absorption	☐	☐	
☐	☐	Flammable Atmosphere	☐	☐	Chemical/MSDS #_____	☐	☐	
		(Explosion Fire)			(Must be attached)	☐	☐	
☐	☐	Toxic Atmosphere:_____	☐	☐	Physical Hazard _____	☐	☐	
☐	☐	Boat Operations	☐	☐	Vapor Cloud	☐	☐	
☐	☐	Confined Space				☐	☐	
						☐	☐	Other (see comments)_____

III. Testing & Monitoring (Check required items)

Tests are to be performed in the order listed.

Y	N		Continuous	Frequency	ACCEPTABLE ENTRY CONDITIONS: No Respiratory Protection Needed	Special Work Practices or PPE Required	Leave Area Work Efforts Should Be Directed At Reducing Concentrations
☐	☐	Oxygen Level	☐ Y ☐ N	_____ every _____	19.5 - 23.0% in air	<19.5% or 23.0% in air	<16.0 or >23.5% in air
☐	☐	LEL	☐ Y ☐ N	_____ every _____	<10% in air	≥10.0 but <20.0% in air	≥20.0% in air
☐	☐	Hydrogen Sulfide	☐ Y ☐ N	_____ every _____	<10 ppm	≥10 but <100 ppm	≥100 ppm
☐	☐	Benzene	☐ Y ☐ N	_____ every _____	<.5 ppm	≥.5 but <10 ppm	≥10 ppm
☐	☐	Total Hydrocarbons	☐ Y ☐ N	_____ every _____	<300 ppm	≥300 but <750 ppm	≥750 ppm
☐	☐	Other:_____	☐ Y ☐ N	_____ every _____	As allowed by applicable standard(s) Acceptable for 5325 feet of elevation and below. Hot work is not permitted when LEL is greater than 10% in air.		

IV. Required Personal Protective Equipment (PPE) (Check for required use)

Genera	Eye Prot.	Respiratory Prot.	Hearing Prot.	Gloves	Footwear	Clothing
☐ Hard Hat	☐ Safety Glasses	☐ SCBA/Air Line w/Escape	☐ Ear Plugs	☐ Leather	☐ Steel-toes	☐ F.R. Coveralls
☐ Safety Harness	☐ Goggles	☐ Air Line	☐ Ear Muffs	☐ Rubber	☐ Rubber	☐ Tyvek
☐ PFD	☐ Face-shield	☐ Air Purifying (Full Mask)	☐ Combination	☐ Nitrile	☐ Hip-boots	☐ Coated Tyvek
	☐ Tinted Lens	Cartridge Type: ☐ OV ☐ Hepa-OVV		☐ PVC	☐ _____	☐ Saranyx
				☐ _____		☐ _____

Any other special PPE: _____

V. Emergency Information and Rescue Services

Emergency Contact Person:		Contact by:	
Fire Department:	911	Contact by:	
Ambulance:	911	Contact by:	
Hospital:	911	Contact by:	
Rescue Services: (if not provided by above)	911	Contact by:	

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Date: _____ NRC Assigned Number: _____

VI. Required Safety & Rescue Equipment (on site)

☐ Lights	☐ Fall Protection	☐ First Aid Kit	☐ Drinking Water	☐ Fire Extinguisher	☐ Tripod	☐ Other:_____
☐ Ladder	☐ Retrieval Lines	☐ Resuscitator	☐ Communication Method _____			

VII. Comments or Special Work Procedures

VIII. Report All Injuries Immediately

IX. Control Measures

• Isolation & Lockout (identify items to be locked out)	• Ventilation ☐ Natural ☐ Mechanical
• Establish Work Zones when completed	• Continuous ☐ No ☐ Yes
☐ Hot Zone = Red Ribbon	• Flagman / Watchman ☐
☐ Warm Zone = Yellow Ribbon	• Confined Space - Safety Watch ☐
☐ Cold Zone = Blue Ribbon	(See Exhibit "B" for Permit)
	☐ Air Horn - Emergency
	☐ Primary Route
	☐ Secondary Route

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Date: _____ NRC Assigned Number: _____

X. Control Measures	Zone														
Oxygen	Time														
	Level														
	By														
LEL	Time														
	Level														
	By														
Hydrogen Sulfide	Time														
	Level														
	By														
Benzene	Time														
	Level														
	By														
VOC	Time														
	Level														
	By														
	Time														
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	By														
	Time														
	Level														
	By														
	Time														
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	By														

Equipment: Type: _____ Mfger: _____ Calibration/Expiration _____

Type: _____ Mfger: _____ Calibration/Expiration _____

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Date: _____ NRC Assigned Number: _____

XI. Work Area Diagram

Please include wind direction, exclusion zone, support zone, decon zone, evacuation routes and significant landmarks.

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Date: _____ NRC Assigned Number: _____

XII. Work Site Signatures

	Signature		
Incident Commander			
Safety Officer			
Other Site Personnel	Signature	Other Site Personnel	Signature

XIII. Authorizing Signature

Site Safety Manager: Printed Name: _____ Signature: _____

I hereby acknowledge and authorize the above work to be performed in accordance with the conditions outlined on this permit. If the work procedures or conditions change creating any unsafe conditions, then this permit is void and work is to be suspended. I understand and affirm that the conditions of this work permit will be followed prior to and during entry into a confined space. I also agree to order the work to be stopped and the confined space evacuated in the event that conditions of the pe mitted work area fail to meet the permit requirements.

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6.0 SPILL IMPACT CONSIDERATIONS

6.1 Critical Areas to Protect

6.2 Environmental/Socio-Economic Sensitivities

6.3 Wildlife Protection and Rehabilitation

6.4 Staging Areas

6.5 Vulnerability Analysis

6.6 General Industry Standards for Containment and Recovery

6.7 Industry Standards for Shoreline & Habitat Response Zone Cleanup

6.8 Environmental Sensitivity Maps

6.9 Booming Strategies

6.10 Alternative Response Strategies

Figure 6.1 Animals
Figure 6.2 Plants

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6.1 CRITICALS AREAS TO PROTECT

The critical areas to protect are classified as having high, moderate, or low sensitivity to oil. Because a shoreline's sensitivity and type can change over time, the Shoreline Cleanup Assessment Team (SCAT) should perform on-site confirmations of sensitivity levels at the time of a spill. The Federal, State, and local authorities will further clarify these categories at the time of the response. The categories are defined as follows:

HIGH SENSITIVITY

- Areas which are high in productivity, abundant in many species, extremely sensitive, difficult to rehabilitate, or inhabited by threatened or endangered species.
- Areas which consist of forested areas, brush/grassy areas, wooded lake areas, freshwater marshes, wildlife sanctuaries/refuges, and vegetated river and stream banks with vegetation present.

MODERATE SENSITIVITY

- Areas of moderate productivity, somewhat resistant to the effects of drilling.
- Areas which consist of degraded marsh habitat, clay/silt banks with vegetated margins, gravel/cobble beaches.

LOW SENSITIVITY

- Areas of low productivity, man-made structures, and/or high energy.
- Areas which consist of gravel, sand or clay material, barren/rocky riverbanks and lake edges, man-made structures and concrete/compacted earthen drainage ditches.

6.2 ENVIRONMENTAL/SOCIO-ECONOMIC SENSITIVITIES

Environmental/Socio-economic sensitive areas are of extreme importance and must be considered when planning a response effort. Protection of the health and safety of the public and the environment, as well as the protection of the various socio-economic sensitivities, must also be promptly addressed in order to mitigate the extent of damage and minimize the cost of the clean-up effort.

All environmental and socio-economic sensitive areas worthy of protection, but must be prioritized during a response effort. When making decisions on which areas to designate as collection areas and which to protect, the following sources may be consulted:

- ☐ U.S. Fish and Wildlife Service and related state agencies
- ☐ Applicable Area Contingency Plans
- ☐ Maps showing environmentally sensitive areas
- ☐ Other industry and private experts

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The environmental and socio-economic sensitive areas in the vicinity of the Facility have been broken down into specific categories and identified in this Section.

Priority consideration will be given to those areas in the immediate vicinity of the Facility property. Specific actions that will be considered (as appropriate) include:

- Containment of the spill as close as possible to Facility property.
- Protection of shoreline areas to minimize environmental impact.
- Protection of the public boat ramps and private marinas.
- Protection of Public Parks.
- Protection of neighboring facility docks.
- Protection of the water intakes.
- Protection of fleeted vessels/barges in the area.

To further clarify the location of the sensitive areas of concern, Environmental Sensitivity Maps are provided in Appendix G.

6.3 WILDLIFE PROTECTION AND REHABILITATION

The Company will work with Federal, State, and local agency personnel to provide labor and transportation to retrieve, clean, and rehabilitate wildlife affected by an oil spill, as necessary. Oversight of the Company's wildlife preservation activities and coordination with Federal, State, and local agencies during an oil spill is the responsibility of the Incident Commander.

Special consideration should be given to the protection and rehabilitation of endangered species and other wildlife and their habitat in the event of an oil spill and subsequent response. Jurisdictional authorities should be notified and worked with closely on all response/clean-up actions related to wildlife protection and rehabilitation. Laws with significant penalties are in place to ensure appropriate protection of these species.

Endangered/Threatened Species

The U.S. Fish and Wildlife Service (USFWS) and related state agencies classify the status of various wildlife species in the potentially affected states. A summary of critical birds, reptiles, mammals, and plant species status as related to the Facility's operating area is presented in Figure 6.1 and Figure 6.2.

Wildlife Rescue

The following are items which should be considered for wildlife rescue and rehabilitation during a spill response:

- Bird relocation can be accomplished using a variety of deterrents encouraging birds to avoid spill impacted areas. Care must be taken to avoid taking actions that could be construed as disturbing the wildlife instead of being a deterrent.
    - Use of visual stimuli, such as inflatable bodies, owls, stationary figures, or helium balloons, etc.
    - Use of auditory stimuli, such as propane cannons, recorded sounds, or shell crackers.
    - Use of herding with aircraft, boats, vehicles, or people (as appropriate).
    - Use of capture and relocation.

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Wildlife Rescue - Points to Consider

- **The Company's involvement should be limited to offering assistance as needed or requested by the agencies.**
- Prior to initiating any organized search and rescue plan, **authorization must be obtained from the appropriate federal/state agency.**
- **Initial search and rescue efforts, if needed, should be left up to the appropriate agencies.** They have the personnel, equipment, and training to immediately begin capturing contaminated wildlife.
- With or without authorization, it must be anticipated that volunteer citizens will aid distressed/contaminated wildlife on their own. It is important to communicate to the public that it may be illegal to handle wildlife without express authority from appropriate agencies. Provisions should be made to support an appropriate wildlife rehabilitation organization; however **no support should be given to any unauthorized volunteer rescue efforts.**
- The regulatory agencies and response personnel should be provided the name and location of a qualified rehabilitator in the event contaminated wildlife is captured.
- Resources and contacts that can assist with wildlife rescue and rehabilitation are provided in Section 2. This list includes:

    - Outside rehabilitation organizations
    - Local regulatory agencies
    - Other resources

6.4 STAGING AREAS

When establishing personnel and equipment staging areas for a response to a Facility discharge, the following criteria should be evaluated:

- Access to waterborne equipment launching facilities and/or land equipment.
- Access to open space for staging/deployment of heavy equipment and personnel.
- Access to public services utilities (electricity, potable water, public phone, restroom and washroom facilities, etc.)
- Access to the environmental and socio-economically sensitive areas which are projected for impact.

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6.5 VULNERABILITY ANALYSIS

Water Intakes

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

[redacted]

Residential Areas

The property is bounded to the west by residences.

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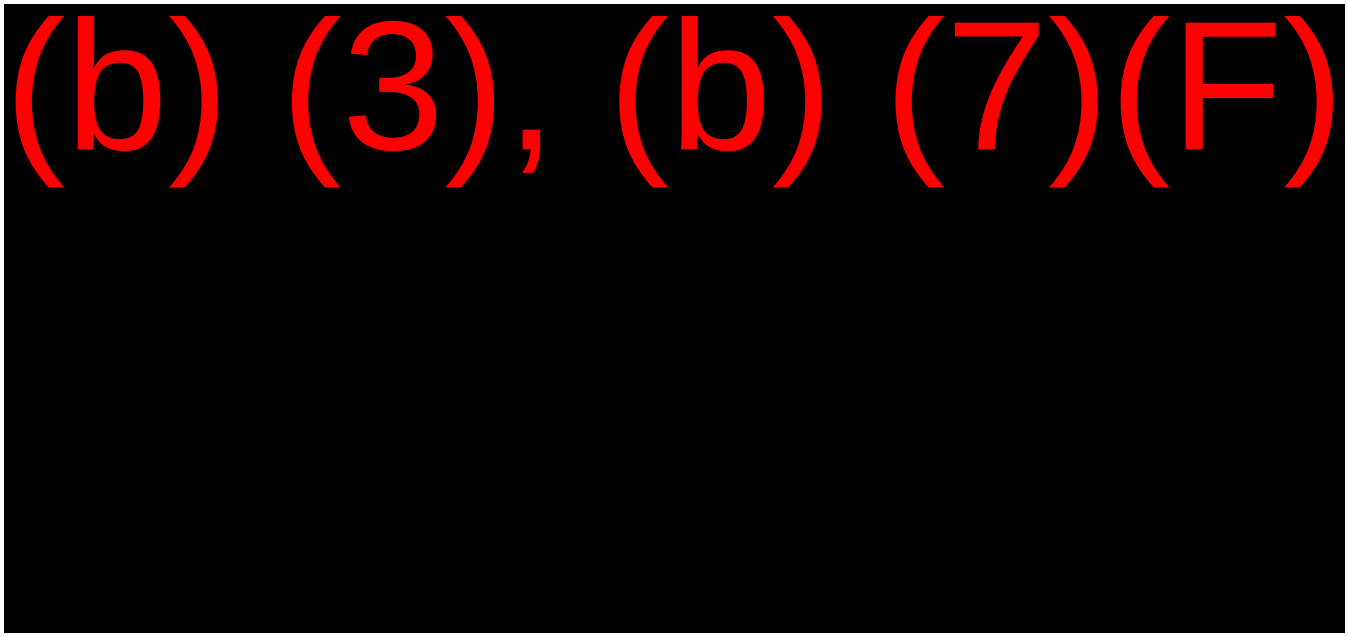

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Businesses

There are no businesses identified within the planning distance from the Facility that may be potentially impacted by a discharge originating from the Facility.

Wetlands and other Sensitive Environments

Wetland areas are located along the surface drainage ditch, Elm Fork of the Trinity River, and the Trinity River. The Elm Fork of the Trinity River and the Trinity River are identified as river wetland areas. The Las Colinas Ponds located on the northwest corner of the terminal and 200 feet west of the terminal, are excavated, open water, permanently flooded wetlands and have been impacted by channelization. The wetlands located within the study area are mostly open water bodies that are seasonally or permanently flooded. Some of the wetland areas located on the Elm Fork of the Trinity River are forested with broad leafed deciduous species. Lemmon Lake, located approximately 15 miles southwest of the terminal is identified as an open bottom, permanently flooded wetland.

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Fish and Wildlife

A review of the Texas Biological and Conservation Data System by the Texas Parks and Wildlife Department revealed the following presently known or possibly occurring species of concern in the study area: the Western burrowing owl, Athene cunicularia hypugea; the Migrant loggerhead snake, Lanius ludovicianus migrans; and the Plains spotted skunk, Spilogale putorius interupta.

Lakes and Streams

The following waterbodies could be impacted by a release from the Facility within the planning distance:

LAKES AND STREAMS
Elm Fork - approximately 1 mile northeast of the terminal
Trinity River - approximately 3.5 miles to the southeast of the terminal
Las Colinas Ponds - 1,500 feet north of the terminal
West Fork - from the west approximately 3 miles southeast from the terminal
West Fork (old channel) - from the south approximately 5 miles southeast of the terminal
White Rock Creek - from the north approximately 13.5 miles southeast of the terminal
Honey Springs Branch - from the west approximately 14 miles southeast of the terminal
Elam Creek - from the north approximately 17 miles southeast of the terminal
Little Lemmon Lake - adjacent to the west side of the Trinity River, approximately 14.5 miles southeast of the terminal
Lemmon Lake - adjacent to the southwest of the Trinity River at approximately 15 miles southeast of the terminal

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Endangered Flora and Fauna

The endangered flora and fauna that may be potentially impacted by a discharge originating at the Facility are detailed in Figure 6.1 and Figure 6.2. USFWS and applicable state agencies will be contacted for information regarding endangered species.

Recreational Areas

Recreational areas located within the study area include a drive-in theater, parks, golf courses, and a country club. The drive-in theater is approximately 1,400 feet southwest of the terminal. The parks within the study area include: Elm Fork Park, adjacent to Elm Fork approximately 1.25 miles north of the terminal; Trinity River Greenbriar Park, adjacent to the east side of Elm Fork approximately 2.5 miles from the terminal; Riverview Park, approximately 400 feet west of Elm Fork 2 miles southeast of the terminal; and Rochester Park adjacent to the north side of the Trinity River at two points within the study area approximately 11 miles and 13 miles southeast of the terminal. The following golf courses are located within the study area: Las Colinas Ponds Country Club and Golf Course, north and south of the surface drainage ditch within the study area 4,400 feet north of the terminal, and the Riverside Hills Golf Course adjacent to the west side of Elm Fork 2 miles southeast of the terminal. The River Lake Country Club is approximately 800 feet west of the Trinity River approximately 14 miles southeast of the terminal.

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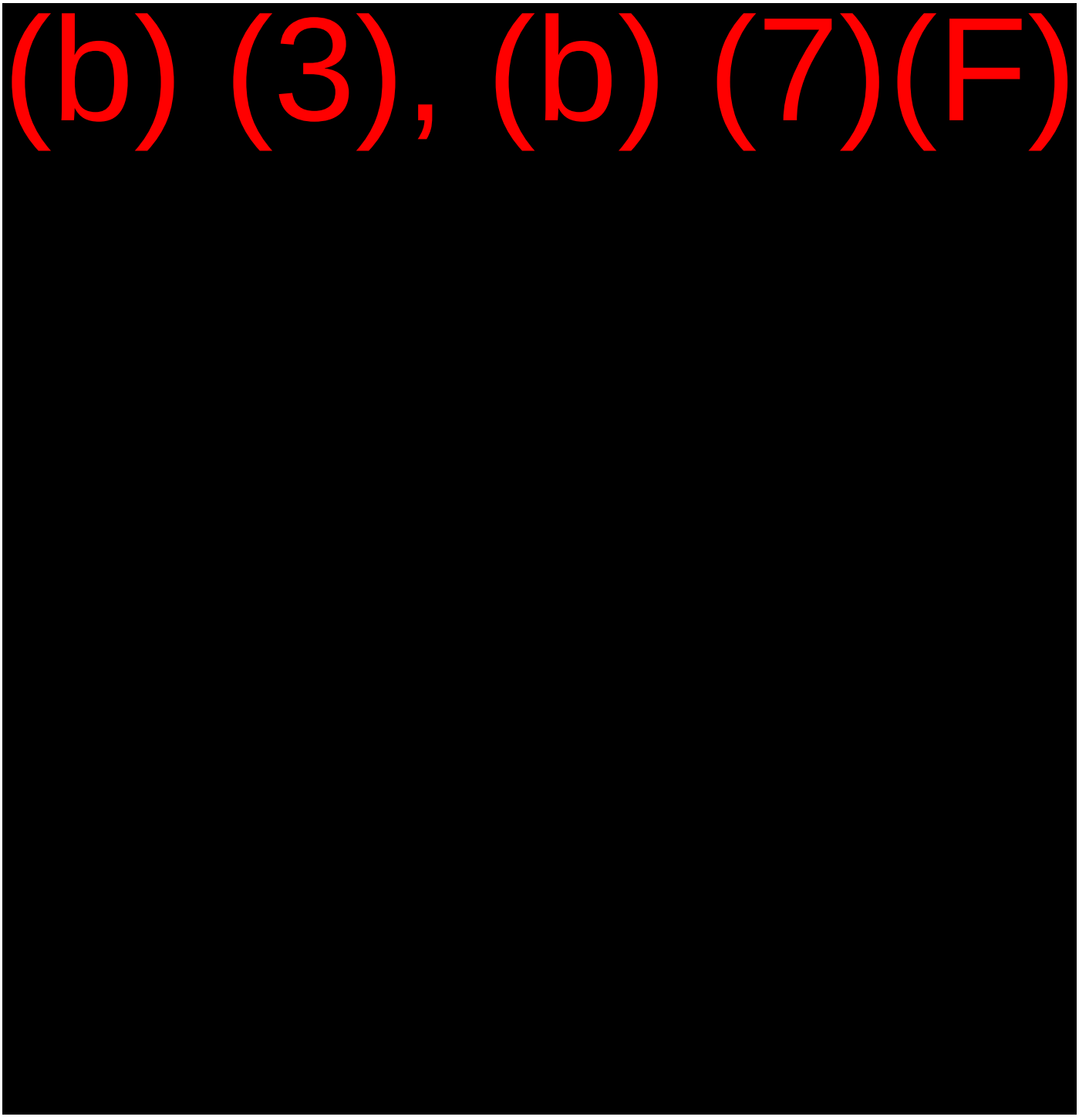

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Other Areas of Economic Importance

The property is bounded to the north by undeveloped land; to the east by commercial office space and automotive car dealerships; to the south by commercially developed properties; and to the west by commercial office space, undeveloped land and residences.

Other Areas of Potential Impacts

The Texas Parks and Wildlife Department identified that bottomland hardwoods are likely present in the terminal vicinity. These natural communities provide resting area for migratory neotropical songbirds. A natural community of Little bluestem-indiangrass may be located within the teminal vicinity and the study area. Information provided by the Texas Historic Commission, State Historic Preservation Office, National Historic Register regarding cultural and archaeological resources indicated that one viaduct and two residences of historic significance are located within the study area. The Houston Street Viaduct, also known as the Veteran World War II Highway, is listed on the National Register of Historic Places and crosses the Trinity River approximately 9 miles southwest of the terminal within the study area. Two residences, Levi-Moses House at 2433 Martin Luther King Boulevard and Levi-Topletz House at 2603 Martin Luther King Boulevard, are located approximately 11 miles southwest of the terminal.

6.6 GENERAL INDUSTRY STANDARDS FOR CONTAINMENT AND RECOVERY

General descriptions of various specific response techniques that may be applied during a response effort are discussed below. The Company's responders are free to use all or any combination of these methods as incident conditions require, provided they meet the agency approval, appropriate safety standards and other requirements relative to the situation encountered. Data was obtained from reports, manuals and pamphlets prepared by the American Petroleum Institute, Environmental Protection Agency and the United States Coast Guard. The most effective cleanup of a product spill will result from an integrated combination of clean-up methods. Each operation should complement and assist related operations and not merely transfer spillage problems to areas where they could be more difficult to handle. Also, see Section 6.9 for Facility specific booming strategies.

The spill should be assessed as soon as possible to determine the source, extent and location of travel. Terrain and other physical conditions downgradient of the spill site will determine the methods of control at a point in advance of the moving product. Often, the bulk of a spill can be contained at a single location or a few key locations in the immediate vicinity of the source point. When possible, the execution of this type of initial containment strategy helps confine a spill to a relatively limited area.

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Spill on Land (Soil Surfaces)

- **Confinement Methods**

  Product can be trapped in ditches and gullies by earth dams. Where excavating machinery is available, dams can be bulldozed to contain lakes of product. Dams, small and large, should be effectively employed to protect priority areas such as inlets to drains, sewers, ducts and watercourses. These can be constructed of earth, sandbags, absorbents, or any other effective method. If time does not permit a large dam, many small ones can be made, each one holding a portion of the spill as it advances. The terrain will dictate the placement of the dams. If the spill is minor, natural dams or earth absorption will usually stop the product before it advances a significant distance. Cleanup is the main concern in such situations.

  In situations where vapors from a spill present a clear and present danger to property or life (possible ignition because of passing automobiles, nearby houses, or work vehicles approaching the area), spraying the surface of the spill with dispersant will greatly reduce the release of additional vapors from the product. This method is especially adapted to gasoline spills on soil surfaces.

  Prior to the use of dispersant agents, ensure that permission has been granted by government authorities and local landowner. Local government authorities to be contacted may include city council, county board of commissioners, city or county fire chiefs, the county forestry commission or firetower, and the local environmental protection agency. In seeking permission from these authorities, be prepared to convince them that adequate safety precautions have been and will be taken during the operation.

- **Removal Methods**

  The recovery and removal of free product from soil surfaces is a difficult job. The best approaches at present seem to be:

  - Removal with suction equipment to tank truck if concentrated in volumes large enough to be picked up. Channels can be formed to drain pools of product into storage pits. The suction equipment can then be used.
  - Small pockets may have to be dipped up by hand.

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Spill on Small to Medium Size Streams (Fast-Flowing Creeks)

- **Confinement Methods**

  The techniques used for product containment on fast-flowing shallow streams are quite different from the ones used on lakes, ponds, or other still bodies of water. The containment and removal processes require a calm stretch of water to allow the product to separate onto the surface of the water. If a calm stretch of water does not exist naturally, a deep slow-moving area should be created by damming. The dam can be constructed by using sandbags, planks or earth. If a dam is required, it should be situated at an accessible point where the stream has high enough banks. The dam should be constructed soundly and reinforced to support the product and water pressure.

  - Underflow dam - The underflow dam is one method that can be used, especially on small creeks. The water is released at the bottom, of the dam using a pipe or pipes which are laid during construction of the dam. The flow rate through the pipe must be sufficient to keep the dam from overflowing. One method is to lay the pipe at an angle through the dam (while dam is being constructed) so that the height of the downstream end of the pipe will determine the height the water will rise behind the dam.

  - Overflow dam - Another method of containment is the overflow type dam. The dam is constructed so that water flows over the dam, but a deep pool is created which slows the surface velocity of the water. Therefore, the condition of a calm stretch of water is met. The overflow dam may be used where larger flow rates (medium size creeks) of water are involved.

    With this type dam, a separate barrier (floating or stationary boom) must be placed across the pool created by the dam. The separate barrier arrests the surface layer of product. At the same time, the water is flowing under the barrier and over the top of the dam. The barrier should be placed at an angle of 45 % across the pool to decrease the effective water velocity beneath it. Also, it helps to concentrate the product at the bank and not all along the barrier. A second barrier should be placed approximately 10 to 15 feet downstream of the first one as a secondary back-up.

    The stationary boom type barrier should be made of wood planks or other suitable material. The stationary boom should be soundly constructed and sealed against the bank. The ends of the planks can be buried in the banks of the stream and timber stakes driven into the stream bed for support as needed. The necessary length of the boom will be approximately 1-1/2 times the width of the waterway.

    The plank boom should extend six to eight inches deep into the water and about two inches or higher above the water level. If the increase in velocity under the stationary boom is causing release of trapped product, it should be moved upward slightly. At no time should barrier be immersed more than 20% of the depth of the pool at the barrier location; that is, if the pool created by damming is three feet deep, do not exceed an immersion depth of seven inches with the barrier at the position the barrier is installed.

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Another method used with the underflow dam is having the pipe or pipes sized to carry only a portion of the flow needed. The pipe would be placed at the bottom of the dam and level with the creek bed. The remaining flow of the creek could be siphoned or preferably pumped around the dam from a point away from the dam and from the deepest portion of the pool. The pumping or siphoning can be controlled to maintain the desired water level at the dam. The key is the removal of water through or around the dam at the lowest point in the basin. This prevents the oil from escaping with the released water.

A floating boom can be used in place of the stationary type if the created pool's size (bank to bank) and depth will permit. Since changing the depth and/or length of a standard floating boom in a small stream is difficult, the use of the stationary type permits adjustments to be made in depth to provide for a better separation of product and water. The advantages of using a floating boom are the speed of deployment and the fact that there is not a need for additional support as with the stationary boom.

- Multiple Impoundments - Since emergency built dams (either underflow or overflow) are seldom perfect, a series of dams is usually required. The first one or two will trap the bulk and the ones that are downstream will trap the last traces of product. Precautions should be taken to ensure that the foundations of emergency dams are not washed away by the released water. If earth is used to construct an overflow dam, a layer of earth-filled bags should be placed on top of the dam so erosion will not take place.

- **Removal Methods**

Once the containment dams are constructed, the problem or removal of the product from the water surface should be the prime consideration. The removal must be continuous or else build-up of product behind the dams or booms might lead to product escaping the traps.

The type of removal procedures used depends largely on the amount of product being trapped in a given span of time, if the amount of product moving down the stream is of sufficient quantity, the first dam or fixed boom would quite possibly trap enough for the floating skimmer to work efficiently. The skimmer will pump the product and possibly some water to a tank truck or other holding tank. Separated water may be released from the bottom of the tank truck if it becomes necessary. The absorbents could then be used at downstream dams or booms. It is inadvisable to place an absorbent in the stream prior to or at the first dam in anticipation of the arriving product. Let the product accumulate at the first dam and use the floating skimmer to recover the product.

Disposal of gross amount of product-soaked absorbent would not then be a problem. Follow directions on use of each absorbent. Some are designed to be placed on water before product arrives; others are intended only to be placed on the product after it accumulates on the water. Plastic sheets should be used to place the product-soaked absorbent on as it is hand skimmed from the water. Alternatively, the material may be placed in drums or lined roll-off boxes.

The containment and removal of spilled product on small to medium fast-flowing streams might require a combination of underflow or overflow dams, fixed booms, skimmers, and absorbents, to ensure a complete cleanup.

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Spill on Large Streams and Rivers

- **Confinement Methods**

The containment techniques differ considerably on large streams and rivers versus small streams. First, the smooth calm area of water necessary for product-water separation must be found along the stream or river rather than making one as with small streams. Floating booms (rather than fixed booms or dams) must be used to trap the surfaced product.

Local conditions of current and wind must be considered when selecting the site for the boom. A point with a low water velocity near the bank, sufficient depth to operate the product removal equipment, and good access are required. The fact that wind may tend to concentrate the product against one bank must be considered. A smooth, undisturbed area of water is required immediately upstream of the boom to ensure that the product has opportunity to separate out onto the surface. The boom should be positioned where the current is at a minimum. It is more effective to boom at a wide, slow position than on a narrow, fast stretch of water.

If the current of the entire river is 1/2 knot (0.8 ft/sec) or less, then a boom can be positioned straight across the river or large stream, but angled slightly in relation of the banks. By placing the boom at an angle to the banks, product on the surface is diverted along the boom to the side of the river.

The current velocity is usually much slower near the river bank than in the center and the product will move along the boom toward the bank for removal. A water-tight seal between the bank and the boom is essential. A secondary boom should be set up immediately downstream of the first one to capture the amounts that escape the upstream boom. A boom can be employed parallel to the river flow at the bank to form the seal with the booms used to trap the product.

Where the current velocity of the chosen site exceeds 1/2 knot, the boom should be positioned in two smooth curves from a point of maximum velocity (usually the center of the river) to both banks. However, this double-boom required product to be removed from both sides of the river. To determine the appropriate angle of boom placement and support (mooring) needed to hold the booms in position, the current velocity should be measured by timing a floating object which is 80% submerged over a distance of 100 feet. A time of 60 seconds over this distance indicates a water current of approximately 1 knot.

For currents from 1 to 2.5 knots (1.7 to 4.2 ft./sec.), the more the boom will have to be angled acute to the bank. The length of the boom will have to be such to reach the center of the river. For currents between 1/2 and 1 knot (0.8 and 1.7 ft./sec.), the angle of employment can be enlarged.

The major load on the boom is taken by the terminal moorings, particularly the one in the center of the river. However, intermediate moorings are also required both to maintain the smooth curve of the boom to prevent breaking of the boom and to assist with preventing skirt deflection. The intermediate moorings are preferably positioned every 25 feet and must be adjusted to avoid the formation of indentations in the boom profile. These trap product in pockets, prevent its deflection to the bank, and also encourage diving currents. The moorings' ropes should be five times the water depth.

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In certain situations, it might be advantageous to position booms to deflect the approaching spilled product to a slower moving area. Naturally, additional booms would have to be positioned around this slower moving area prior to deflecting the product to the area. This approach has been used along river which has lagoons, etc., with a very low current action. The recovery would take place in the lagoons and not along the river bank.

- **Removal Methods**

The product collected upstream of the floating booms in a large stream or river should be removed from the water surface as it accumulates. Regular suction equipment, a floating skimmer, and/or absorbents (including absorbent booms) should be used to remove the product as appropriate to the quantity being trapped in a given span of time. If the amount moving down the stream is of sufficient quantity, the primary floating boom would possibly trap enough for the floating skimmer to work efficiently. The skimmer will pump the product and some water to a tank truck or other holding tank.

The absorbents would then be used upstream of the secondary boom to absorb the underflow from the primary boom. An absorbent boom can also be placed between the primary and secondary booms to help the other absorbents control the underflow from the primary boom.

It is best to hand skim the saturated absorbents and place on plastic sheets. However, if the absorbent used can be pumped after product absorption and speed of removal is a necessity, the floating skimmer can be used to remove the product-soaked absorbent.

The disadvantage of pumping the product-soaked absorbent to a truck is the volume that will accumulate (skimmer will pump excess water) and the disposal problems associated with the large water/product-soaked absorbent mixture.

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Spill on Stream which Flows into Lake or Pond

In certain locations where streams (small and large ones) flow into lakes or ponds at relatively short distances, it is conceivable that a spill could reach the lake before containment and recovery operations are set up. If time permits for containment operations to be set up on the stream in question, it then would be handled as described above depending upon the stream size involved.

However, if product in the stream is near the lake site or if product is flowing into the lake with a significant amount yet to arrive, a different containment should be employed.

- **Confinement Methods**

  Product on a stream flowing into a lake should be boomed as close to the entrance as possible. The boom should be positioned on the lake at an angle to the residential stream current so as to direct the surface water to a slower moving area. The area where the product is being deflected should be enclosed by booms to contain it. An additional boom for sweeping the product to the bank will be required. This area of containment should not have a current velocity of more than 1/2 knot (0.8 ft./sec.), preferably less.

- **Removal Methods**

  The removal of product from the lake or pond's surface would be handled as described earlier.

  For sizable releases, collected product will usually be pumped into tank trucks and transported to a storage facility. Tank trucks are available at several locations throughout.

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6.7 INDUSTRY STANDARDS FOR SHORELINE & HABITAT RESPONSE ZONE CLEANUP

Spills in Inland Environment

Vegetated Shoreline Habitats

- **Description**
  - Vegetated shoreline habitats consist of the non-wetland vegetated banks that are common features of river systems and lakes.
  - Bank slopes may be gentle or steep, and the vegetation consists of grasses, bushes, or trees common to the adjacent terrestrial habitats.
  - The substrate is not water-saturated and can range from clay to gravel.
  - The banks may flood seasonally and are exposed to relatively high-energy removal processes, at least periodically.
  - Along undeveloped shorelines, there can be leafy litter and woody debris trapped among the vegetation.
  - In developed areas, yards and gardens may abut the lake or river.
- **Predicted Oil Behavior**
  - Vegetated shoreline habitats are considered to have medium to high sensitivity to oil spills.
  - They are not particularly important habitats for sensitive animals and plants, although many animals use vegetated banks for drinking, washing food, crossing bodies of water, and feeding.
  - Bank plants oiled during a flood period could be susceptible, especially if the flood rapidly subsides, allowing oil to penetrate into bank sediments and to contact root systems.
  - Stranded oil could remain in the habitat until another flood reaches the same level and provides a mechanism for natural flushing.
  - On steep banks, the oil is likely to form a band, or multiple bands, at the waterline.
  - On gentle banks, there is a greater potential for oil to accumulate in pools, penetrate the substrate, and coat large areas of vegetation, thus raising the issue of shoreline cleanup.
  - In developed urban and suburban areas, human use and aesthetics would be the main reasons for cleanup.
- **Response Considerations**
  - Natural recovery may be appropriate for small spills and lighter oils where the product will not be transported to more sensitive habitats
  - Flooding may be appropriate for gentle banks where persistent oil has pooled, assuming the released oil can be directed towards recovery devices
  - Low-pressure, cold-water flushing may be effective for washing lighter oil stranded on the banks into the water for recovery
  - Vegetation cover minimizes the potential for sediment erosion from flushing
  - Sorbents are useful for recovering sheens, even for gasoline spills
  - Vacuum removal is most effective where access is good and substrate can support vehicles and oil is pooled

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6.8 ENVIRONMENTAL SENSITIVITY MAPS

Environmental Sensitivity Maps have been prepared to assist in locating areas that will need protection during a hazardous material spill incident. Environmental Sensitivity Maps are located in Appendix G. These maps are to be utilized as guidelines only. During a real response effort Federal, State, and Local agencies should be contacted to provide further assistance in the proper identification and protection of the various environmental and socio-economic sensitive areas. The Company places maximum priority upon the protection of the environment that may be endangered, and the immediate commitment of response resources to protect all sensitive and endangered areas.

6.9 BOOMING STRATEGIES

Refer to Booming Strategies located in the Other Documents Library.

6.10 ALTERNATIVE RESPONSE STRATEGIES

There are no pre-approved response options for inland spills within the United States. Any plans to use dispersants or in situ burn by the Company will be submitted to the Federal On-Scene Coordinator for Regional Response Team approval prior to such action being taken. All Facility response personnel have been informed that detergents or other surfactants are prohibited for use on water and that dispersants can only be used with the approval of the Federal Regional Response Team and the SOSC.

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FEDERAL ENDANGERED/THREATENED SPECIES LISTING

(The following list of species is taken from the U.S. Fish and Wildlife Service Website http://ecos.fws.gov/tess_public/StateListing.)

FIGURE 6.1

ANIMALS (Texas)		
Status	**Species Name**	**Scientific Name**
E	Amphipod, Peck's cave	*Stygobromus (=Stygonectes) pecki*
E	Bat, Mexican long-nosed	*Leptonycteris nivalis*
T	Bear, Louisiana black	*Ursus americanus luteolus*
E	Beetle, American burying	*Nicrophorus americanus*
E	Beetle, Coffin Cave mold	*Batrisodes texanus*
E	Beetle, Comal Springs dryopid	*Stygoparnus comalensis*
E	Beetle, Comal Springs riffle	*Heterelmis comalensis*
E	Beetle, Helotes mold	*Batrisodes venyivi*
E	Beetle, Kretschmarr Cave mold	*Texamaurops reddelli*
E	Beetle, Tooth Cave ground	*Rhadine persephone*
E	Crane, whooping except where EXPN	*Grus americana*
E	Curlew, Eskimo	*Numenius borealis*
E	Darter, fountain	*Etheostoma fonticola*
E	Falcon, northern aplomado	*Falco femoralis septentrionalis*
E	Flycatcher, southwestern willow	*Empidonax traillii extimus*
E	Gambusia, Big Bend	*Gambusia gaigei*
E	Gambusia, Clear Creek	*Gambusia heterochir*
E	Gambusia, Pecos	*Gambusia nobilis*
E	Gambusia, San Marcos	*Gambusia georgei*
E	Ground beetle, [unnamed]	*Rhadine exilis*
E	Ground beetle, [unnamed]	*Rhadine infernalis*
E	Harvestman, Bee Creek Cave	*Texella reddelli*
E	Harvestman, Bone Cave	*Texella reyesi*
E	Harvestman, Cokendolpher Cave	*Texella cokendolpheri*
E	Jaguar	*Panthera onca*
E	Jaguarundi, Gulf Coast	*Herpailurus (=Felis) yagouaroundi cacomitli*

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ANIMALS (Cont'd)		
Status	**Species Name**	**Scientific Name**
E	Manatee, West Indian	*Trichechus manatus*
E	Margay Mexico southward	*Leopardus (=Felis) wiedii*
E	Meshweaver, Braken Bat Cave	*Cicurina venii*
E	Meshweaver, Government Canyon Bat Cave	*Cicurina vespera*
E	Meshweaver, Madla's Cave	*Cicurina madla*
E	Meshweaver, Robber Baron Cave	*Cicurina baronia*
T	Minnow, Devils River	*Dionda diaboli*
E	Minnow, Rio Grande silvery	*Hybognathus amarus*
E	Ocelot	*Leopardus (=Felis) pardalis*
T	Owl, Mexican spotted	*Strix occidentalis lucida*
E	Pelican, brown except U.S. Atlantic coast, FL, AL	*Pelecanus occidentalis*
T	Plover, piping except Great Lakes watershed	*Charadrius melodus*
E	Prairie-chicken, Attwater's greater	*Tympanuchus cupido attwateri*
E	Pseudoscorpion, Tooth Cave	*Tartarocreagris texana*
E	Pupfish, Comanche Springs	*Cyprinodon elegans*
E	Pupfish, Leon Springs	*Cyprinodon bovinus*
E	Salamander, Barton Springs	*Eurycea sosorum*
T	Salamander, San Marcos	*Eurycea nana*
E	Salamander, Texas blind	*Typhlomolge rathbuni*
E	Sawfish, smalltooth	*Pristis pectinata*
T	Sea turtle, green except where endangered	*Chelonia mydas*
E	Sea turtle, hawksbill	*Eretmochelys imbricata*
E	Sea turtle, Kemp's ridley	*Lepidochelys kempii*
E	Sea turtle, leatherback	*Dermochelys coriacea*
T	Sea turtle, loggerhead	*Caretta caretta*
T	Shiner, Arkansas River Arkansas R. Basin	*Notropis girardi*

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ANIMALS (Cont'd)		
Status	**Species Name**	**Scientific Name**
E	Snail, Pecos assiminea	*Assiminea pecos*
T	Snake, Concho water	*Nerodia paucimaculata*
E	Spider, Government Canyon Bat Cave	*Neoleptoneta microps*
E	Spider, Tooth Cave	*Leptoneta myopica*
E	Tern, least interior pop.	*Sterna antillarum*
E	Toad, Houston	*Bufo houstonensis*
E	Vireo, black-capped	*Vireo atricapilla*
E	Warbler (=wood), golden-cheeked	*Dendroica chrysoparia*
E	Whale, finback	*Balaenoptera physalus*
E	Whale, humpback	*Megaptera novaeangliae*
E	Wolf, gray Lower 48 States, except where delisted and where EXPN. Mexico.	*Canis lupus*
E	Wolf, red except where EXPN	*Canis rufus*
E	Woodpecker, ivory-billed	*Campephilus principalis*
E	Woodpecker, red-cockaded	*Picoides borealis*

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FIGURE 6.2

PLANTS (Texas)		
Status	**Species Name**	**Scientific Name**
E	Ambrosia, south Texas	*Ambrosia cheiranthifolia*
E	Ayenia, Texas	*Ayenia limitaris*
E	Bladderpod, white	*Lesquerella pallida*
E	Bladderpod, Zapata	*Lesquerella thamnophila*
E	Cactus, black lace	*Echinocereus reichenbachii var. albertii*
T	Cactus, Chisos Mountain hedgehog	*Echinocereus chisoensis var. chisoensis*
T	Cactus, Lloyd's Mariposa	*Echinomastus mariposensis*
E	Cactus, Nellie cory	*Coryphantha minima*
E	Cactus, Sneed pincushion	*Coryphantha sneedii var. sneedii*
E	Cactus, star	*Astrophytum asterias*
E	Cactus, Tobusch fishhook	*Ancistrocactus tobuschii*
E	Cat's-eye, Terlingua Creek	*Cryptantha crassipes*
T	Cory cactus, bunched	*Coryphantha ramillosa*
E	Dawn-flower, Texas prairie	*Hymenoxys texana*
E	Dogweed, ashy	*Thymophylla tephroleuca*
E	Frankenia, Johnston's	*Frankenia johnstonii*
E	Ladies'-tresses, Navasota	*Spiranthes parksii*
E	Manioc, Walker's	*Manihot walkerae*
T	Oak, Hinckley	*Quercus hinckleyi*
E	Phlox, Texas trailing	*Phlox nivalis ssp. texensis*
E	Pitaya, Davis' green	*Echinocereus viridiflorus var. davisii*
E	Pondweed, Little Aguja (=Creek)	*Potamogeton clystocarpus*
E	Poppy-mallow, Texas	*Callirhoe scabriuscula*
E	Rush-pea, slender	*Hoffmannseggia tenella*
E	Sand-verbena, large-fruited	*Abronia macrocarpa*
E	Snowbells, Texas	*Styrax texanus*

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PLANTS (Cont'd)		
Status	**Species Name**	**Scientific Name**
T	Sunflower, Pecos (=puzzle, =paradox)	*Helianthus paradoxus*
E	Wild-rice, Texas	*Zizania texana*

E = Endangered
T = Threatened

Federally Endangered Species: Any species which is in danger of extinction throughout all or a significant portion of its range.

Federally Threatened Species: Any species which is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range.

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APPENDIX A

RESPONSE EQUIPMENT / RESOURCES

A.1 Emergency Response Equipment

A.2 Contract Resources

A.3 Cooperative/Mutual Aid Resources

A.4 Experts and Consultants

A.5 Volunteers

A.6 Communications

Figure A.1 Emergency Response Equipment

Figure A.2 Facility Response Equipment

Figure A.3 Contracted Response Resources

Figure A.4 USCG OSRO Classifications

Figure A.5 OSRO Contracts

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A.1 EMERGENCY RESPONSE EQUIPMENT

The Facility is equipped with emergency response equipment which is listed in Figure A.1 and A.2. This equipment should be sufficient to handle minor emergencies at the facility. For larger emergencies, contracted resources may need to be used.

The facility owned response equipment is inspected as per the regulations using the appropriate company response equipment inspection checklist. Inspection records are maintained on file for a minimum of five (5) years.

Note: Equipment that is listed in Figure A.1 and A.2 as operational status ready may be temporarily unavailable due to maintenance needs or under current operation. Equipment that will be out of service for longer than three months will be noted as such on the equipment list.

The Qualified Individual has the authority to activate other Company resources or that of private contractors and other experts and consultants as the situation demands.

A.2 CONTRACT RESOURCES

The Facility has agreements in place with the OSRO(s) that would be activated if necessary. These resources are contracted to ensure that sufficient personnel and equipment is available to protect environmentally and economically sensitive areas during a worst case discharge as described in Appendix B. Figure A.3 provides a quick reference to the Oil Spill Removal Organizations and details their response capability and estimated response times. **Telephone reference is provided in Figure 2.2.** Figure A.4 is a description of the USCG classifications according to the OSRO response capabilities. Figure A.5 includes the current OSRO contracts. These resources along with Company personnel, as necessary, will provide trained personnel and equipment to conduct a spill response for at least seven days. *(Note:* The Company receives annual PREP letters to ensure that each OSRO has a comprehensive maintenance program and applicable training/drills programs in place.)

Site has multiple contracts with Level E OSROs. Contracts are evergreen, as such, have no expiration date. Every 3 years the prices are renegotiated but contracts remain in place. A copy of contract with Site's primary OSRO is included at end of this App.

A.3 COOPERATIVE/MUTUAL AID RESOURCES

The Facility is not currently associated with a Cooperative/ Mutual Aid system. All response resources would be either Company owned or contracted.

A.4 EXPERTS AND CONSULTANTS

The Company maintains a relationship with various environmental and technical consultants that can provide support in the event of an emergency incident. These consultants can provide expertise and support in the areas of emergency response management, environmental services, site assessment, permitting, waste treatment, recycling, dewatering, hazardous waste disposal, and remediation.

A.5 VOLUNTEERS

Volunteers will not be utilized by the Company for the response operations. All volunteers will be referred to the State or Federal On-Scene Coordinator.

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A.6 COMMUNICATIONS

Effective and efficient communications systems are essential for emergency response at every level. The communications system will be utilized to gather information and current status reports as well as to provide coordination and direction to widely separated work groups involved in search, containment/diversion, repair, traffic control, public control or evacuation, and restoration. *(Note:* All communication equipment used during a response within an area that may potentially contain a flammable atmosphere will be intrinsically safe. During regular operations, any device that is not intrinsically safe will not be allowed in transfer areas, safety zones, or any other area containing flammable atmospheres.)

Communication Types

Telephone (Conventional)- Conventional land-line telephones are the most effective means of communication for regulatory and advisory notifications during response operations. Additional telephone lines can be installed in the event of a prolonged response operation.

Telephone (Cellular)- Cellular telephones allow for added mobility and response effectiveness. Cellular phones are commonly maintained by certain Company personnel. Additional cellular phones can be secured in the event of a prolonged response operation.

Radios- Handheld and vehicle mounted radio sets are the most effective means of communication for the field response operation. The units are battery operated, multi-channeled, and have a typical range that will cover the area of the response operation. Additional radio sets and battery packs/charges will be necessary in the event of a prolonged response operation.

Pagers- Pagers are used for rapid notification to field personnel when radio and telephone resources are limited. Most response team members carry a pager.

FAX Machines- FAX machines allow for a rapid transfer of information/ documentation such as status reports/updates, written notifications, and purchase orders.

Computers- Computers are commonly used in networks which allow access to various other locations and company personnel. Computers also speed the consolidation of information and preparation of written report.

Sirens- Sirens, when present, are used to rapidly communicate basic emergency information Plant-wide. The system is loud enough to be heard by all personnel on the facility.

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Prearranged Communications

Prearranged communication channels are of the utmost importance in dealing with Company emergencies. The notification procedures and telephone contacts documented in Section 2 will be reviewed in accordance with the earlier documented updating procedures. The predetermined communications channels include the following:

- A list of emergency telephone numbers for internal management and emergency response personnel (Figures 2.1).
- A list of emergency telephone numbers for various external resources such as the fire and police department, medical, and regulatory agencies (Figure 2.5).
- A list of emergency telephone numbers for contract response resources (Figure 2.2).
- Pre-determined radio frequencies are used for incident communications. A description of these radio frequencies is provided later in this section.

During a spill incident, the communication between the Company and the responsible government agencies in the Federal Regional Response Team (RRT) will occur between the Incident Commander and the Federal On-Scene Coordinator.

Communications Equipment

Telephones

Telephone (Conventional) - Conventional land-line telephones are the most effective means of communication for regulatory and advisory notifications during response operations. Additional telephone lines can be installed in the event of a prolonged response operation.
Telephone (Cellular) - Cellular telephones allow for added mobility and response effectiveness. Cellular phones are commonly maintained by certain Company personnel. Additional cellular phones can be secured in the event of a prolonged response operation.

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Radios

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

Pagers are used for rapid notification to field personnel when radio and telephone resources are limited. Most response team members carry a pager.

Fax Machines

FAX machines allow for a rapid transfer of information/ documentation such as status reports/updates, written notifications, and purchase orders.

Computers

Computers are commonly used in networks which allow access to various other locations and company personnel. Computers also speed the consolidation of information and preparation of written report.

Sirens

Sirens are used to rapidly communicate basic emergency information Plant-wide. The system is loud enough to be heard by all personnel on the facility.

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FIGURE A.1

EMERGENCY RESPONSE EQUIPMENT	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Fire/Rescue Equipment:	

Fire Fighting and Rescue Equipment			
Type/Year	**Operational Status**	**Quantity**	**Location**
2003 AFF Foam, 50 gal	Ready	2	Team House
1985 Ford tractor	Ready	1	Maintenance Shop
1996 18 lb. ABS fire extinguishers	Ready	2	Trailer

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FIGURE A.2

FACILITY RESPONSE EQUIPMENT	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

SKIMMERS/PUMPS						
Type/Model/ Year	Operational Status	Quantity	Capacity bbl/day	Daily Effective Recovery Rate	Storage Location(s)	Date Fuel Last Changed
		None				

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

BOOM				
Type/Model/ Year	**Operational Status**	**Size (Length)**	**Containment Area**	**Storage Location(s)**
	None			

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

CHEMICAL DISPERSANTS						
Type	Operational Status	Quantity/ Amount	Date Purchased	Treatment Capacity	Storage Location(s)	Date Changed
		None				

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

DISPERSANT DISPENSING EQUIPMENT				
Type/Year	**Operational Status**	**Capacity**	**Storage Location(s)**	**Response Time**
	None			

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

SORBENTS

Brand Name/Type	Operational Status	Size	Treatment Capacity	Storage Location
Absorbent pads, 1995	Ready	1,500		Maintenance Shop
Absorbent booms, 1995	Ready	160 ft		Maintenance Shop
Absorbent booms, 1991	Ready	50 ft		Trailer
Absorbent pads, 1996	Ready	150		Trailer

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

HAND TOOLS			
Type/Year	**Operational Status**	**Quantity**	**Storage Location**
Hand tools at facility are used during routine maintenance and are not used for emergency response	N/A		

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

COMMUNICATION EQUIPMENT			
Type/Year	**Operational Status**	**Quantity**	**Storage Location(s)/Number**
Motorola Hand held radios, 1992	Ready	5	Gate House
Nextel Cellular Phone, 2007	Ready	1	Gate House

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

PERSONAL PROTECTIVE EQUIPMENT			
Type/Year	**Operational Status**	**Quantity**	**Storage Location**
Case Response Action Issue, 1996	Ready	1	Trailer

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FACILITY RESPONSE EQUIPMENT (Cont'd)	
Date of Last Update:	**Last Inspection or Response Equipment Test Date:**
Inspected By:	**Last Deployment Drill Date:**
Inspection Frequency:	**Deployment Frequency:**
Hazardous Material/Oil Spill Equipment:	

OTHER EQUIPMENT			
Type/Year	**Operational Status**	**Quantity**	**Storage Location**
1991 Air compressor	Ready	1	Maintenance Shop
2007 Generator	Ready	1	Maintenance Shop

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FIGURE A.3
CONTRACTED RESPONSE RESOURCES

USCG CLASSIFIED OIL SPILL REMOVAL ORGANIZATION (OSRO)							
OSRO Name	Response Time	Environment Type	Facility Classification Level				High Volume
			MM	W1	W2	W3	
Garner Environmental	<2 Hours	River/Canal	Y	Y	Y	Y	Yes
		Inland	Y	Y	Y	Y	
Eagle Construction	1-1.5 Hours	River/Canal			Y	Y	Yes

Note: Classification ratings taken from the USCG's internet site
www.uscg.mil/hq/nsfweb/nsfcc/ops/ResponseSupport/RRAB/osroclassifiedguidelines.asp

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FIGURE A.4
USCG OSRO CLASSIFICATIONS

The USCG has classified OSROs according to their response capabilities, within each Captain of the Port (COTP) zone, for vessels and for facilities in four types of environments. Response capabilities are rated MM, W1, W2, or W3 as described below.

MINIMUM EQUIPMENT REQUIREMENTS FOR OSRO CLASSIFICATIONS						
Classification	**Resource Quantity Guidelines**		**Maximum Facility Response Times**		**Maximum Vessel Response Times**	
Rivers/Canals						
MM	Protective Boom: EDRC: TSC:	4,000*ft 1,200 bbls 2,400 bbls	High Volume Ports: Other Ports:	6 hours 12 hours	High Volume Ports: Other Ports:	12 hours 24 hours
W 1	Protective Boom: EDRC: TSC:	25,000*ft 1,875 bbls 3,750 bbls	High Volume Ports: Other Ports:	12 hours 24 hours	High Volume Ports: Other Ports:	12 hours 24 hours
W 2	Protective Boom: EDRC: TSC:	25,000*ft 3,750 bbls 7,500 bbls	High Volume Ports: Other Ports:	30 hours 36 hours	High Volume Ports: Other Ports:	36 hours 48 hours
W 3	Protective Boom: EDRC: TSC:	25,000*ft 7,500 bbls 15,000 bbls	High Volume Ports: Other Ports:	54 hours 60 hours	High Volume Ports: Other Ports:	60 hours 72 hours
Great Lakes						
MM	Protective Boom: EDRC: TSC:	6,000*ft 1,250 bbls 2,500 bbls	All Ports:	6 hours	All Ports:	12 hours
W 1	Protective Boom: EDRC: TSC:	30,000*ft 6,250 bbls 12,500 bbls	High Volume Ports: Other Ports:	12 hours 24 hours	High Volume Ports: Other Ports:	12 hours 24 hours
W 2	Protective Boom: EDRC: TSC:	30,000*ft 12,500 bbls 25,000 bbls	All Ports:	36 hours	All Ports:	42 hours
W 3	Protective Boom: EDRC: TSC:	30,000*ft 25,000 bbls 50,000 bbls	All Ports:	60 hours	All Ports:	66 hours

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The USCG has classified OSROs according to their response capabilities, within each Captain of the Port (COTP) zone, for vessels and for facilities in four types of environments. Response capabilities are rated MM, W1, W2, or W3 as described below.

MINIMUM EQUIPMENT REQUIREMENTS FOR OSRO CLASSIFICATIONS			
Classification	**Resource Quantity Guidelines**	**Maximum Facility Response Times**	**Maximum Vessel Response Times**
Inland			
MM	Protective Boom: 6,000*ft EDRC: 1,200 bbls TSC: 2,400 bbls	High Volume Ports: 6 hours Other Ports: 12 hours	High Volume Ports: 12 hours Other Ports: 24 hours
W 1	Protective Boom: 30,000* ft EDRC: 12,500 bbls TSC: 25,000 bbls	High Volume Ports: 12 hours Other Ports: 24 hours	High Volume Ports: 12 hours Other Ports: 24 hours
W 2	Protective Boom: 30,000* ft EDRC: 25,000 bbls TSC: 50,000 bbls	High Volume Ports: 30 hours Other Ports: 36 hours	High Volume Ports: 36 hours Other Ports: 48 hours
W 3	Protective Boom: 30,000* ft EDRC: 50,000 bbls TSC: 100,000 bbls	High Volume Ports: 54 hours Other Ports: 60 hours	High Volume Ports: 60 hours Other Ports: 72 hours
Nearshore			
MM	Protective Boom: 8,000* ft EDRC: 1,200 bbls TSC: 2,400 bbls	High Volume Ports: 6 hours Other Ports: 12 hours	High Volume Ports: 12 hours Other Locations: 24 hours (for open ocean, plus travel time from shore)
W 1	Protective Boom: 30,000* ft EDRC: 12,500 bbls TSC: 25,000 bbls	High Volume Ports: 12 hours Other Ports: 24 hours	High Volume Ports: 12 hours Other Locations: 24 hours
W 2	Protective Boom: 30,000* ft EDRC: 25,000 bbls TSC: 50,000 bbls	High Volume Ports: 30 hours Other Locations: 36 hours	High Volume Ports: 36 hours Other Locations: 48 hours
W 3	Protective Boom: 30,000* ft EDRC: 50,000 bbls TSC: 100,000 bbls	High Volume Ports: 54 hours Other Locations: 60 hours (for open ocean, plus travel time from shore)	High Volume Ports: 60 hours Other Locations: 72 hours (for open ocean, plus travel time from shore)

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The USCG has classified OSROs according to their response capabilities, within each Captain of the Port (COTP) zone, for vessels and for facilities in four types of environments. Response capabilities are rated MM, W1, W2, or W3 as described below.

MINIMUM EQUIPMENT REQUIREMENTS FOR OSRO CLASSIFICATIONS						
Classification	**Resource Quantity Guidelines**		**Maximum Facility Response Times**		**Maximum Vessel Response Times**	
Offshore						
MM	Protective Boom: EDRC: TSC:	8,000* ft 1,200 bbls 2,400 bbls	High Volume Ports: Other Ports:	6 hours 12 hours	High Volume Ports: Other Ports:	12 hours 24 hours
W 1	Protective Boom: EDRC: TSC:	15,000* ft 12,500 bbls 25,000 bbls	High Volume Ports: Other Ports:	24 hours 48 hours	High Volume Ports: Other Ports:	24 hours 48 hours
W 2	Protective Boom: EDRC: TSC:	15,000* ft 25,000 bbls 50,000 bbls	High Volume Ports: Other Ports:	30 hours 36 hours	High Volume Ports: Other Ports:	36 hours 48 hours
W 3	Protective Boom: EDRC: TSC:	15,000* ft 50,000 bbls 100,000 bbls	High Volume Ports: Other Ports:	54 hours 60 hours	High Volume Ports: Other Ports:	60 hours 72 hours
Open Ocean						
MM	Protective Boom: EDRC: TSC:	0 ft 1,200 bbls 2,400 bbls	High Volume Ports: Other Ports:	6 hours 12 hours	High Volume Ports: Other Locations:	12 hours 24 hours
W 1	Protective Boom: EDRC: TSC:	0 ft 12,500 bbls 25,000 bbls	High Volume Ports: Other Ports:	6 hours 12 hours	High Volume Ports: Other Locations:	12 hours 24 hours
W 2	Protective Boom: EDRC: TSC:	0 ft 25,000 bbls 50,000 bbls	High Volume Ports: Other Locations:	30 hours 36 hours	High Volume Ports: Other Locations:	36 hours 48 hours
W 3	Protective Boom: EDRC: TSC:	0 ft 50,000 bbls 100,000 bbls	High Volume Ports: Other Locations:	54 hours 60 hours	High Volume Ports: Other Locations:	60 hours 72 hours

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FIGURE A.5
OSRO CONTRACTS

Click to view the file - Eagle Construction Contract 2_17_6_2010_9_54_40.pdf

Click to view the file - Eagle Construction Contract_17_6_2010_9_54_26.pdf

Click to view the file - Garner Env Contract_17_6_2010_11_16_40.pdf

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STANDARD PROCUREMENT AGREEMENT FOR DOWNSTREAM OR CHEMICAL SERVICES WITH INCIDENTAL GOODS ("AGREEMENT")

CONTRACTORS COPY

Enabling Articles Of The Agreement ("Articles")

Agreement No: A1968028 **Effective Date: September 1st, 2005** **Expiration Date: August 31, 2010**
(If expiration date is blank, agreement continues until terminated by either party upon not less than 30-days prior written notice.)

"Company": Procurement, a division of ExxonMobil Global Services Company, a Delaware corporation
"Supplier": Eagle Construction and Environmental Services, L.P. , a Limited Partnership

1. *Description of Services and Pricing.* **"Services" and pricing shall be as follows:**

_____ **or more fully described in Exhibits A and D if attached or in the applicable Order.**

2. *Exhibits; Addenda.* **Exhibits which are checked below are incorporated into each Order issued under this Agreement:**

☐	A - Scope of Work	X	H - Drug and Alcohol Policy
☐	B - Order Form	☐	I - Site Specific Attachments
X	C -Change Order Form	☐	J - Contractor Employee Hours Reporting Procedures
X	D - Compensation	X	K - Workplace Harassment
X	E - Invoicing Procedures	☐	M - Minority/Women Owned Business Enterprise
X	F - Federal Contract Supplement	☐	N - Background Checks for Contract Workers
X	G - Health and Safety Requirements	X	R - Use of Cellular Phone

The following addenda are incorporated into each Order issued under this Agreement:_____

3. *Notices.* ***Questions, information, and any notices under this Agreement must be directed to the following addresses. Notices regarding this Agreement by one party to the other shall be in writing and either deposited in the United States mail with first class postage prepaid, delivered in person or by private prepaid courier, or sent by facsimile with confirmation. Either Company or Supplier may change its address below by written notice to the other party.***

Company: ExxonMobil Global Services Company
Address: 601 Jefferson St. 4th Floor, Suite 469
City, State, Zip: Houston, Texas 77002
Attn: Victoria Paredes
Phone: 713-656-4292
Fax: 713-656-1475
E-Mail: Victoria.Paredes@exxonmobil.com

Supplier: Eagle Construction & Environmental Services, L.P.
Address: P. O. Box 872; 9701 East I-20
City, State, Zip: Eastland, Texas 76448
Attn: Marc W. Walraven
Phone: 254/629-1718
Fax: 254/629-8625
E-Mail: marcw@ecesi.com

4. *Purpose and Operation. The Agreement consists of the Enabling Articles, the General Terms and Conditions, and the attached Exhibits and Addenda. The purpose of the Agreement is to provide terms and conditions to be incorporated into orders that may be issued by Affiliates (as defined in Section 1 of the General Terms and Conditions) to request Services from Supplier ("Orders"). Each Order will incorporate the terms of the General Terms and Conditions and the designated Exhibits and Addenda. The Affiliate that issues an Order ("Purchaser") is solely responsible for performance of Purchaser's obligations under such Order. Company shall not be responsible for obligations under any Order except any Order issued by Company designating itself as Purchaser. Each Order will constitute a legal contract between Purchaser and Supplier, separate and distinct from any other Order or this Agreement.*

5. *No Exclusivity or Minimums. This Agreement does not require exclusivity of business dealings by either party or commit any Purchaser to purchase any specific amount of Services. Commitments of Affiliates to purchase, if any, are set forth in Orders.*

6. *Early Termination. This Agreement may be terminated by either Company or Supplier before the Expiration Date upon at least 30 days prior written notice to the other party. Termination of the Agreement does not affect the rights and obligations of Purchasers and Supplier under any outstanding Orders.*

7. *Governing Law. The validity and interpretation of these Enabling Articles will be governed by the laws of the State of Texas, without reference to that State's principles of conflicts of law.*

8. *Usage Reports. At Company's request, Supplier shall provide usage reports to Company setting out descriptions of Services provided to Purchasers, locations where Services are performed, dollars expended, and such other reasonable usage documentation as Company requests.*

9. *Entire Agreement; Amendment; Assignment. This Agreement constitutes the entire agreement between Supplier and Company concerning the subject matter hereof. The Agreement supersedes all prior negotiations, representations, or agreements, either oral or written, related to this Agreement. Any amendment to the Agreement must be agreed in writing by Company and Supplier. Supplier shall not assign the Agreement, in whole or in part, without the prior written approval of Company.*

10. *Other Terms. Supplier agrees not to use any Affiliate's name, trademark or trade name publicly without written permission of Company. Supplier agrees to hold in confidence all technical and business information made available to Supplier by any Affiliate. This Article 10 shall survive termination of these Enabling Articles.*

The parties indicate their agreement below:

Procurement, a division of
ExxonMobil Global Services Company
By: Victoria Paredes
Print Name: VICTORIA PAREDES
Authorized Title: Procurement Service Advisor
Date: 9/2/05

Supplier: Eagle Construction & Environmental Srv LP
By: Marc W. Walraven
Print Name: Marc W. Walraven
Authorized Title: VP
Date: 8-30-05

GENERAL TERMS AND CONDITIONS
DOWNSTREAM/CHEMICAL SERVICES

1. **Orders**.

(a) **Nature of Order; Term**. Any Order issued hereunder must be construed in accordance with Article 4 (Purpose and Operation) of the Enabling Articles. The Order, comprising the document issued by Purchaser incorporating the terms of these General Terms and Conditions and the Exhibits and Addenda selected in the Enabling Articles, constitutes the entire agreement between Purchaser and Supplier and supersedes all prior negotiations, representations, or agreements, either oral or written, related to the subject matter of the Order. An Order may take the form of an oral request by Purchaser. The term of an Order will continue through completion of all Services under the Order, the termination date specified in the Order for all Services, or early termination as otherwise provided in the Order, whichever occurs first. For purposes of any Order, any reference in any Exhibit to "Exxon", "ExxonMobil", "User", or "Buyer" shall mean Purchaser, and any reference in any Exhibit to "Contractor" or "Seller" shall mean Supplier, unless an Exhibit has otherwise been modified in accordance with this Agreement.

(b) **Supplier Agreement**. By executing an Order, acknowledging its receipt, or engaging in any conduct (including, but not limited to, performing the Services called for by the Order) which recognizes the existence of a contract pertaining to the Services shown in the Order, Supplier agrees to the terms and conditions contained in the Order. Any terms contained in any invoice or other acknowledgment of an Order by Supplier or proposed at any time by Supplier in any manner, written or oral, which add to, vary from, or conflict with the terms and conditions in the Order are deemed to be material alterations and are objected to by Purchaser without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Purchaser unless expressly accepted in writing. Written acceptance or rejection by Purchaser of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

(c) **Precedence Regarding Orders**. Provisions in Orders may take precedence over incorporated Agreement terms only as follows: a written Order may take precedence only for purposes of that specific Order, and only to (i) modify Services as described in Exhibit A or the Enabling Articles; (ii) modify the pricing as described in Exhibit D or the Enabling Articles to establish a lump sum price for any or all Services in place of the pricing set forth in this Agreement, or to make other modifications to pricing, except that an Order may not increase any price identified in this Agreement as a firm or a "not-to-exceed" price; (iii) add additional Services and pricing therefor; or (iv) modify or replace Exhibits E, G, I, or N. An oral Order may not take precedence over an incorporated Agreement term except to modify the Services to be provided under that specific Order as provided in this paragraph.

(d) **Precedence Regarding Agreement**. In the event of a conflict between an Exhibit and these General Terms and Conditions, these General Terms and Conditions will govern.

(e) **Definitions; "Affiliate."** Definitions provided in the Enabling Articles are effective for the General Terms and Conditions, Exhibits and Addenda. For purposes of the Agreement and any Orders, "Affiliate" means (i) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation; (ii) any company or partnership in the United States in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter (a) owns or (b) controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or their functional equivalents ("Affiliated Company"); (iii) any joint venture in which Exxon Mobil Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company is the operator; and (iv) any successor in interest to (i) through (iii) above.

(f) **Services and Prices**. If Exhibit A or D is not incorporated, Services or prices, as applicable, are as specified in Article 1 of the Enabling Articles. Invoicing and payment terms are set out at Exhibit E, or, if Exhibit E is not incorporated, payment is due within 30 days from receipt of a correct invoice and supporting documents in accordance with Purchaser's instruction. Purchaser will not be obligated to make any payments of invoices if Supplier does not comply with required invoicing procedures.

2. **Independent Contractor**. Supplier, in performing Services and other obligations under an Order, shall be an independent contractor controlling and supervising its personnel and equipment used in performance of the Order and not the agent or employee of Purchaser. Purchaser's interest is in the completed performance of the Order. Neither Supplier nor its employees shall be entitled to participate in or receive benefits from any employee benefit plan sponsored by Exxon Mobil Corporation or any of its affiliated companies. Individuals provided to perform Services under an Order are considered "special agreement persons" under the terms of the core benefit plans of Exxon Mobil Corporation and, as such, are expressly excluded from participation thereunder. Such individuals shall not be considered "regular employees" or "non-regular employees" of Exxon Mobil Corporation or any of its affiliated companies for purposes of plan participation.

3. **Subcontractors**. Supplier shall not use any subcontractors to perform Services without written permission from Purchaser, and no such permission will relieve Supplier of any of its obligations under each Order. Supplier shall ensure that all its contracts with its subcontractors contain provisions which are in conformity with and no less stringent than the provisions of the Order. Supplier shall be responsible to Purchaser for Services performed by all its subcontractors to the same extent it is for activities performed by Supplier's employees.

4. **Warranties; Title**. Supplier warrants that: (i) it shall perform Services with due diligence and in a safe, workmanlike, and competent manner and in accordance with all provisions of the Order and applicable law; (ii) it has or shall obtain, at its expense, before performing any Services all the necessary certificates, permits, licenses and authorizations to conduct business and perform the Services; (iii) it shall ascertain, before performing any Services, whether any drawings and specifications are at variance with applicable law and good engineering and operational practices, notify Purchaser of such variances, and with Purchaser's agreement ensure that necessary changes are made; and (iv) all Services performed and goods provided shall meet descriptions or specifications provided or agreed by Purchaser, and shall be free from defect or deficiency for one year from the date of completion or acceptance, whichever occurs last. If Purchaser discovers any defect or deficiency within the warranty period, and Purchaser has notified Supplier of the defect or deficiency within a reasonable period of time after its discovery, Supplier, at its sole expense, shall at Purchaser's option promptly repair, re-perform, or replace the defective or deficient goods or Services (including all other labor, materials and other Services necessarily incidental to effecting such correction of the defect or deficiency). The repaired, re-performed, or replaced goods or Services shall be warranted on the same basis as provided above for the longer of the balance of the above warranty period, or 6 months from the date of completion or acceptance of the repair, re-performance, or replacement, whichever occurs last. Supplier shall use its best efforts to ensure that any warranties available from subcontractors or manufacturers are assigned or otherwise made available to Purchaser, and shall deliver to Purchaser a copy of each written warranty provided by subcontractors, manufacturers, or any other third parties. The warranties under an Order shall be in addition to any warranties otherwise provided by law. No payment by Purchaser shall limit Purchaser's right to later dispute any of the charges invoiced, and payment shall not be construed as Purchaser's acceptance of any Services. Unless otherwise specified in an Order, title to any goods provided under an Order will pass to Purchaser upon payment therefor by Purchaser or upon delivery to Purchaser's premises or other site designated by Purchaser, whichever occurs earlier.

5. **Taxes**. Supplier shall pay all taxes imposed against Supplier or its property or required to enable Supplier to perform the Order. All taxes, except for applicable state and/or local sales and/or use taxes shall be included in the price of the Services and goods. Any applicable state and/or local sales and/or use taxes due on Services or goods are the duty of Supplier to collect and shall be separately stated on all invoices as such. However, Supplier shall not collect or include any sales and/or use taxes on Services or goods for which Purchaser furnishes a properly completed Exemption Certificate. Supplier shall indemnify and save Purchaser completely harmless against all costs and liabilities that Purchaser may incur with respect to Supplier's failure to make any of the tax payments or take other actions specified in this paragraph.

6. **Suspension and Termination**. Purchaser may suspend or terminate Services, at any time and for any reason, by notice, written or oral, to Supplier, and Supplier shall promptly comply. In the event that Services are suspended or terminated, Purchaser shall pay Supplier only for Services performed and obligations incurred prior to the suspension or termination and for costs that Supplier directly incurs in suspending or terminating the Services, provided Purchaser has authorized such payments in advance. Purchaser may, at any time, authorize Supplier to resume any part of suspended Services by notice to Supplier, and Supplier shall then promptly comply. In no event shall Purchaser be liable for any costs, claims, damages or liabilities whatsoever of Supplier or its subcontractors including, without limitation, consequential, special or indirect damages, loss of anticipated profit or reimbursement, relating to unperformed Services.

7. **Change Orders.** Any alteration, deletion or addition to the Services in, or change in, any provision(s) of an Order shall be effective only if made in a change order or other written instrument signed by Purchaser and Supplier ("Change Order"). A Change Order, however, shall not modify any provisions of the Agreement incorporated into the Order except to the extent that a written Order is permitted to do so in Section I.C. above.

8. **Purchaser's Premises**. All of Supplier's employees, subcontractors and agents shall comply with Exhibit H, to the extent applicable, and, if entering property owned or controlled by Purchaser ("Work Site") for any purpose, shall observe Purchaser's applicable safety, health, security, and traffic policies and/or regulations, including without limitation Exhibit G, if incorporated, and changes to Exhibit G or such other policies as provided in this Section. Prior to commencing Services on a Work Site, Supplier will inspect the Work Site and ascertain whether any health or safety hazards exist which would require the use of personal protective equipment or specific operating practices in order to provide Supplier's employees, subcontractors, and agents with a safe place to work, and Supplier will ensure that its employees, subcontractors, and agents are aware of any known hazards and that they have and utilize the necessary practices and protective equipment. Purchaser may at any time, in its sole discretion, modify or replace the provisions of Exhibit G, or otherwise furnish or change health and safety requirements, by notification to Supplier either orally or in writing, without complying with any other provision regarding giving notice.

9. **Debris and Trash**. For any Services performed at Purchaser's refinery or chemical plant, Supplier shall accumulate on-site all debris and trash material resulting from Supplier's operations and keep and leave any work sites where Services are performed in a condition satisfactory to Purchaser; Purchaser shall provide instructions for disposition of all debris and trash. For Services performed at any location of Purchaser other than a refinery or chemical plant, Supplier shall at its sole expense remove all inert debris and municipal trash material resulting from Supplier's operations and keep and leave any work sites where Services are performed in a condition satisfactory to Purchaser.

10. **Liens**. Supplier shall ensure that no liens of any kind are fixed upon or against the real or personal property of Purchaser by Supplier's employees, subcontractors, or subcontractor's employees. Supplier shall indemnify, defend, protect and hold Purchaser harmless from all such claims and liens. If requested, Supplier shall furnish Purchaser with full releases (on forms satisfactory to Purchaser) of all claims and liens for labor and materials used in the performance of the Order. In addition to any rights Purchaser may have under the law, Purchaser may withhold a retainage, in an amount set forth in Exhibit D, from each payment it makes to Supplier, to be paid Supplier after (1) the Services are completed as required and the retainage period required by applicable law has expired without issuance of a lien or claim, or (2) Purchaser is satisfied that all claims have been paid and liens removed. In addition, Purchaser may, at any time, require that Supplier post a bond, at no cost to Purchaser, to remove any claims or liens, or Purchaser may discharge or remove any such claims or liens by bonding, payment or otherwise, all of which are chargeable to Supplier, together with all attorney's fees and costs. Provided Purchaser agrees in writing, Supplier may provide an irrevocable standby letter of credit, naming Purchaser as beneficiary and in form and substance satisfactory to Purchaser, in satisfaction of Supplier's obligations and liabilities as aforesaid and in substitution of any retainage.

11. **Responsibility for Property**

(a) **Purchaser's Responsibilities**. Purchaser shall release Supplier and hold Supplier harmless for loss of or damage, howsoever caused, to Purchaser's property intended to be incorporated into or used in the Services to be performed and located at the Work Site prior to or during performance of the Services, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM SUPPLIER'S NEGLIGENCE**. Purchaser will indemnify Supplier and hold Supplier harmless for loss of or damage, howsoever caused, to Supplier's property intended to be incorporated into the Services and located at the Work Site prior to or during performance of the Services, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM SUPPLIER'S NEGLIGENCE**.

(b) **Supplier's Responsibilities**. Supplier shall release and indemnify Purchaser and hold Purchaser harmless for loss of or damage, howsoever caused, to Supplier's or subcontractor's tools and equipment and rented items which are used or intended for use in the Services to be performed, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Supplier or subcontractors, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM PURCHASER'S NEGLIGENCE**. Supplier shall release and indemnify Purchaser and hold Purchaser harmless for loss of or damage, howsoever caused, to (i) Supplier's, subcontractor's and Purchaser's property intended to be incorporated into the Services and (ii) Purchaser's property intended to be used in the Services, while all such property is in Supplier's care, custody or control until delivered to the Work Site, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM PURCHASER'S NEGLIGENCE**.

Notwithstanding other provisions of this Agreement to the contrary, Supplier shall also be responsible and not compensated by Purchaser for: (1) any loss of money or securities in the care, custody or control of Supplier which are used or intended for use in performing Services, (2) unexplained or mysterious disappearance of any property in Supplier's care, custody or control, or shortage of any property disclosed on taking inventory, or (3) theft of property on the part of Supplier, subcontractors or their employees.

(c) **Damage to Adjacent Property**. Supplier shall compensate Purchaser for loss of or damage to Purchaser's existing property which is in reasonable proximity to the area of the Work Site where Services are performed which results from the negligence of Supplier and/or for any resulting consequential, special or indirect damages, or loss of anticipated profits sustained by Purchaser; however, Supplier's responsibility shall not exceed the amount recoverable by Supplier or its subcontractors under the valid and collectible insurance carried by Supplier and subcontractors, or the amount which would have been recoverable under that insurance if all conditions, requirements, and warranties imposed on the insured by the insurer are being or had been met. Purchaser shall release Supplier from liability to Purchaser for such loss or damage and/or for any resulting consequential, special or indirect damages, or loss of anticipated profits sustained by Purchaser exceeding the amounts so recoverable, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM SUPPLIER'S NEGLIGENCE**; however, Supplier's responsibility shall include the value of any deductible or self-insured retention applicable under that insurance.

12. **Third Party Indemnity**. Purchaser and Supplier shall indemnify, defend, and hold each other harmless from all claims, demands, and causes of action asserted against the indemnitee by any third party (including, without limitation, Purchaser's and Supplier's employees) for personal injury,

death, or loss of or damage to property resulting from the indemnitor's negligence, Gross Negligence or Willful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence or Willful Misconduct of Purchaser and Supplier, the indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence, Gross Negligence or Willful Misconduct. If either party is strictly liable under law, the other party's duty of indemnification shall be in the same proportion that its negligence, Gross Negligence or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable. The term "negligence" in these General Terms and Conditions shall include active or passive negligence. "Gross Negligence" is defined by the law governing the Order; however, if such law does not define the term "gross negligence," it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences. "Willful Misconduct" is defined by the law governing the Order; however, if such law does not define the term "willful misconduct," it means an intentional disregard of good and prudent standards of performance or of any of the terms of the Order.

13. **Gross Negligence and Willful Misconduct**. Notwithstanding anything to the contrary in this Agreement or an Order, each party shall bear full responsibility, without limit, for its Gross Negligence or Willful Misconduct attributable to its managerial and senior supervisory personnel and, in no event, will a party be required to release or indemnify the other party for Gross Negligence or Willful Misconduct attributable to the other party's managerial or senior supervisory personnel.

14. **Insurance**.

(a) **Coverages.** Supplier shall carry and maintain in force at least the following insurances and amounts: (1) for all its employees engaged in performing Services, workers' compensation and employers' liability insurance or similar social insurance in accordance with applicable law which may be applicable to those employees; (2) its normal and customary commercial general liability insurance coverage and policy limits or at least $1,000,000, whichever is greater, providing coverage for injury, death or property damage resulting from each occurrence; and (3) automobile liability insurance covering owned, non-owned, and rented automotive equipment with policy limits of at least $1,000,000 coverage for injury, death or property damage resulting from each accident. Notwithstanding any provision of an Order to the contrary, Supplier's liability insurance policy(ies) described above shall: (i) cover Purchaser and Affiliates as additional insureds in connection with the performance of Services; and (ii) be primary as to all other policies (including any deductibles or self-insured retentions) and self insurance which may provide coverage. Supplier and its insurer(s) providing coverage in this Section shall waive all rights of subrogation and/or contribution against Purchaser and its Affiliates to the extent liabilities are assumed by Supplier, except Supplier expressly agrees not to cause itself or its insurer(s) to waive any rights of subrogation and/or contribution against Purchaser and its Affiliates under any workers' compensation and employers' liability insurance, or similar social insurance in accordance with law which may be applicable to those employees of Supplier, when Purchaser elects to furnish or arrange same.

(b) **Other Insurance Requirements**. The above obligations of Supplier and/or its insurers shall apply to Supplier's self-insured retentions and/or deductibles. The minimum insurance requirements as set forth above shall not limit or waive a party's legal or contractual responsibilities to the other party or others. Supplier's insurance shall apply to Supplier's indemnity and defense obligations under the Order except, with respect to Services subject to the law of the State of Texas, each party agrees to maintain the insurance and limits as specified in this Section or self insurance during the duration of this Agreement in support of the mutual indemnifications, if any, agreed to in Sections 11, 12, and 13 above. Supplier shall require any subcontractors to maintain normal and customary insurance, but shall not require subcontractors to carry insurance that would duplicate the coverage of the insurance carried by Supplier or Purchaser or that would insure against liability waived by Purchaser. Upon request by Purchaser, Supplier shall have its insurance carrier(s) furnish to the requester certified copies of the required insurance policies and/or certificates of insurance specifying that no insurance shall be canceled or materially changed while Services are in progress without thirty (30) calendar days prior written notice to the requester. Upon request by Purchaser, Supplier shall have its subcontractors furnish the same evidence of insurance required of Supplier. Supplier and its subcontractors shall not begin Services until all of the insurance required of Supplier and its subcontractors is in force and the necessary documents, if requested by Purchaser, have been received by the requester.

(c) **Purchaser Alternatives**. As an alternative and at Purchaser's option and expense, Purchaser may elect to furnish or to arrange for Supplier all or any part of the insurance required in this Section. If Purchaser elects this alternative, it shall so state in a notice to Supplier, and the Supplier's compensation shall be reduced by an amount equal to the Supplier's cost of the insurance. As an alternative and at Purchaser's option and expense, Purchaser may elect to furnish or to arrange for Supplier the insurance that Supplier carries, or to assume the responsibility, for all or any part of, the property specified in Section 11(b). If Purchaser elects this alternative, it shall so state in a notice to Supplier, and the Supplier's compensation shall be reduced by an appropriate amount.

15. **Insurance and Indemnity Reformation.** If it is judicially or statutorily determined that the insurance required hereunder or the indemnities voluntarily and mutually assumed hereunder exceed the maximum monetary limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

16. **Use of Affiliate's Names and Marks**. Supplier shall not use any Affiliate's name, trade name, or trademarks in any advertising or communication to the public, or make publicity releases or announcements concerning the Order, Services, or related activities, in any format, without Purchaser's prior express written consent.

17. **Confidential Information**. Supplier shall hold in confidence all technical and business information made available to Supplier by Purchaser or Affiliates or developed or acquired by Supplier in performance of an Order. Supplier shall not, without Purchaser's prior written approval, use such information for any purpose other than performance of the applicable Order. Purchaser accepts no obligation of confidence with respect to items acquired or information disclosed, no matter how labeled, to Purchaser by Supplier unless specifically provided for in a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Supplier shall not place any restrictive notices on any information, no matter the form of its recording, that Supplier provides to Purchaser hereunder. Should Supplier place any notices on any drawing, record or other document, Purchaser is hereby authorized to nullify, obliterate, remove, or disregard those provisions. Supplier shall not take any photographs, videos, or other recordings of Purchaser's or Affiliates' property without Purchaser's prior written consent.

18. **Ownership of Documents, Drawings and Specifications**. All drawings, field notes, specifications, computer programs (data files and other software in whatever form), and any other documents, records, and materials, whether written, audio, or video, developed by Supplier in connection with an Order ("Documents") shall be the property of Purchaser; provided, however that information developed by Supplier prior to commencement of performance of an Order shall remain the property of Supplier. Supplier shall provide the original and all copies of the Documents to Purchaser when Services are completed or earlier upon Purchaser's written request. Supplier hereby assigns, agrees to assign in the future as necessary, in the sole opinion of Purchaser, and shall require its employees and subcontractors to assign, the copyrights for all such Documents to Purchaser.

19. **Ownership of Inventions.** If Supplier or its personnel make any inventions, patentable or unpatentable, resulting from Supplier's activities hereunder, Supplier shall promptly disclose those inventions to Purchaser in writing. Inventions covered in this Section shall include those conceived during the term of, and within one (1) year after completion and termination of, the applicable Order and all Services. Further, Supplier hereby assigns each invention to Purchaser or Purchaser's designee. Supplier also shall require its personnel to review and execute such papers as Purchaser or

Purchaser's designee requests in connection with any assignment and in connection with the acquisition of letters patent, U.S. and foreign, on any inventions.

20. **Other Intellectual Property Matters**. For purposes of this Section, "Intellectual Property Right" means any patent, trademark, copyright, trade secret, or other proprietary right of a third party. Supplier warrants and represents that the Services, goods, materials and articles, in the form delivered to Purchaser, including any labels or trademarks affixed thereto by or on behalf of Supplier, are free from any claim of a third party for infringement or misappropriation of an Intellectual Property Right. Supplier shall defend at Supplier's expense and indemnify and hold Purchaser harmless against any and all expenses, liability or loss from any claim or lawsuit for alleged infringement or misappropriation of any Intellectual Property Right resulting from the manufacture, sale, use, possession or other disposition of any Services, goods, materials, or articles furnished by Supplier under the Order. The indemnities set forth in this paragraph shall include, without limitation, payment as incurred and when due of all penalties, awards, and judgments; all court and arbitration costs; attorney's fees and other reasonable out-of-pocket costs incurred in connection with such claims or lawsuits. Purchaser may, at its option, be represented by counsel of its own selection, at its own expense. Supplier shall not consent to an injunction against any of Purchaser's operations, the payment of money damages, the granting of a license or the parting of anything of value by Purchaser with respect to resolution or settlement of any claim or lawsuit.

21. **Set Off**. Purchaser may set off any loss, damage, liability or claim that Purchaser may have against Supplier against any performance or payment due to Supplier under any Order or any other contract between the parties.

22. **Federal Contract Clauses**. An Order may be for supplies or services or for the use of real or personal property, including lease arrangements, which in whole or in part are necessary to the performance of any one or more contracts or federal lease agreements between Purchaser and the United States of America ("U.S. Government") or under which any portion of Purchaser's obligations under any one or more such contracts or federal lease is performed, undertaken or assumed. Federal clauses which are applicable if Purchaser is a U.S. Government contractor or federal lease holder are contained in the Federal Contract Supplement (Exhibit F) and are incorporated into the Order, and the parties agree to the terms and conditions contained in that Supplement, to the extent applicable.

23. **Business Standards**. Supplier shall establish and maintain precautions to prevent its employees, agents or representatives from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other consideration to employees, agents, or representatives of Purchaser for the purpose of influencing those persons to act contrary to the best interests of Purchaser. This obligation shall apply to the activities of the employees of Supplier in their relations with the employees of Purchaser and their families and/or third parties arising from an Order. Supplier agrees that all financial settlements, billings, and reports rendered to Purchaser or its representative may be relied upon as being complete and accurate in any further recordings and reportings made by Purchaser or its representatives for whatever purpose. Supplier shall comply and secure compliance by its subcontractors with all law applicable to the performance of any Services. Supplier agrees to notify Purchaser promptly upon discovery of, and work with Purchaser to rectify, any instance where Supplier fails to comply with the provisions of this Section..

24. **Data Integrity**. Supplier shall be accountable for the integrity of any test or measurement data, including its generation, recording, reporting and retention, provided by Supplier, its agents or any subcontractors to Purchaser or any third party(s) on behalf of Purchaser. Supplier will insure that (a) measurement activities and information reporting are complete, accurate, and timely; (b) specified industry standard test methods and instrument calibration procedures are used without modification; (c) a quality assurance system is in place for any laboratory facility involved to deter, detect and correct the generation and communication of incorrect data, and this system includes maintenance and calibration of measurement instruments; and (d) personnel involved in testing and measuring shall be trained in data generation and management. Supplier will use a self-assessment system to insure the requirements above are being met and to resolve all problems found in the assessments.

25. **Audit and Inspection**. Purchaser and its representatives shall have access, at all reasonable times, to all Supplier's and subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts, data stored in computer files or microfiche, and memoranda of every description pertaining to Services for the purpose of verifying costs of Services and Supplier's compliance with the terms of the Order. Supplier shall maintain supporting data and accounting records in accordance with generally accepted accounting practices. Purchaser and its representatives shall have the right to reproduce any of these documents. Supplier shall preserve and shall cause its subcontractors to preserve all these documents for a period of three (3) years after the first to occur of (a) completion and acceptance of Services, or (b) termination of the Order. Supplier agrees to include the necessary provisions in its contracts with subcontractors that shall assure access by Purchaser's employees or representatives to applicable records of subcontractors. Purchaser shall not be liable for Supplier or subcontractor's costs resulting from an audit hereunder. Purchaser may inspect any Services performed and any equipment and materials provided in connection with Services. No inspection or approval will relieve Supplier of any warranties and obligations hereunder.

26. **Governing Law**. When the activities and obligations are related in any way to maritime activities, the validity, interpretation and construction of an Order will be governed by general maritime law. When general maritime law does not apply, the laws of the following state(s) will apply without reference to that state's principles of conflicts of law: (i) Louisiana, for any Order performed in whole or in part on Purchaser's premises in Louisiana, or (ii) the state in which Services are primarily performed, for any Order not covered by (i). When Louisiana law governs an Order, Purchaser (as principal) and Supplier (as direct employer) agree to recognize Purchaser as the statutory employer of employees of Supplier and its subcontractors while such employees are providing Services to Purchaser under such Order. This provision is included for the sole purpose of establishing a statutory employer relationship to gain the benefits expressed in La. Rev. Stat. 23:1031 (C-E) and La. Rev. Stat. 23:1061(A) and is not intended to create an employer / employee relationship for any other purpose. The following terms govern the interpretation and construction of all matters related to the sale of goods, whether or not the sale of goods is the primary purpose or an incidental purpose of the Order: (i) the terms of the Uniform Commercial Code, Article 2, as adopted by the State whose law governs the applicable Order, or (ii) where Louisiana law governs the Order, the equivalent civil code provisions in Louisiana law.

27. **Management of Waste.** Supplier and its subcontractors shall, in performing Services, have the responsibility and liability for the proper management of wastes according to all applicable laws and regulations. In particular, Supplier and its subcontractors shall: (a) implement procedures to minimize the generation of waste including, at a minimum, process substitution, materials recovery, continued product use, and when possible, selecting less toxic alternatives to minimize hazardous waste generation; (b) consolidate (with like product) partially full containers of paint, solvent, chemicals, and other products whenever possible, to minimize waste and allow use of the remaining product; (c) ensure that any empty containers to be discarded are deemed "empty" in accordance with 40 CFR 261.7 or applicable state regulations; (d) not commingle waste they generate with any waste generated by Purchaser or others without prior written consent of Purchaser; (e) segregate hazardous waste from non hazardous waste at all times; (f) either return to the supplier for credit, or transfer to Supplier's storage facility or next job site for use, any unused and still usable materials belonging to Supplier; (g) control waste generation activities, to the extent possible, to fall within the conditionally exempt small quantity or small quantity generator regulations under the Resource Conservation and Recovery Act, as amended, and its regulations ("RCRA") and any applicable state regulations; and, (h) in addition to (a) through (g) above, for Services performed at Purchaser's refinery or chemical plant, not transfer waste to any off-site facility without Purchaser's prior written consent. Supplier and its subcontractors shall also ensure that all waste is handled in compliance with any Exhibits or Addenda relating to the management of waste that are made a part of this Agreement or any Order.

28. **Force Majeure**. For the purposes of each Order, "Force Majeure" means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence, including but not limited to: acts of God or public enemy; expropriation or condemnation of facilities; changes in applicable law; war, civil disturbance, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions or other catastrophes; and strikes. Inability to pay moneys or financial hardship shall not, however, constitute events of Force Majeure. No delay or failure in performance by Purchaser or Supplier shall constitute default under the Order if, and to the extent, the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services under the Order, Force Majeure shall not operate to excuse, but only to delay, performance of Services. If Services are delayed by reason of Force Majeure, Supplier shall promptly notify Purchaser. Supplier shall do all things reasonably possible to mitigate and remove the Force Majeure event, except a strike, and shall resume performance under the Order as soon as possible. In no event shall Purchaser be liable to Supplier and Supplier shall hold Purchaser harmless for Supplier's, subcontractor's, and their employees' damages, anticipated profits, or other sums or payments occasioned by the event.

29. **Use of Purchaser's Tools and Equipment.** Purchaser may loan or furnish tools or equipment to Supplier as an accommodation for use in connection with any Services at the Work Site. Any tools and equipment are loaned or furnished on an as is, where is basis. Supplier agrees: (a) to inspect the tools and equipment and make its own determination, before and during performance of Services, that they are adequate for the safe and efficient performance of the Services by Supplier; (b) that the tools and equipment will be loaned or furnished by Purchaser and accepted by Supplier without warranty or representation by Purchaser as to their condition or fitness for Supplier's purpose; and (c) to return the tools and equipment to Purchaser at the conclusion of use in as good condition as when received, ordinary wear and tear excepted; however, Supplier's liability for damage to the tools and equipment is limited by Section 11(a) above. Notwithstanding anything to the contrary in this paragraph or Section 11(a), Supplier shall be responsible to Purchaser for damage to or loss of tools and equipment loaned or furnished by Purchaser to the extent such damage or loss is caused by Supplier's failure to provide regular maintenance of such tools and equipment.

30. **Right of Removal**. Supplier shall promptly remove from any Work Site any employee of Supplier, any subcontractor or any employee of subcontractor performing Services under any and all Orders, as the applicable Purchaser may for any reason designate. **AS LONG AS PURCHASER'S REQUEST FOR SUCH REMOVAL IS IN COMPLIANCE WITH APPLICABLE LAW, SUPPLIER HEREBY RELEASES, INDEMNIFIES AND FOREVER DISCHARGES AND HOLDS HARMLESS COMPANY AND PURCHASER FROM ANY COSTS, CLAIMS, LOSSES, AND DAMAGES OF ANY KIND WHATSOEVER BASED ON NEGLIGENCE, DEFAMATION, WRONGFUL DISCHARGE OR OTHERWISE WHICH SUPPLIER MAY SUFFER, SUSTAIN, PAY OR INCUR AS THE RESULT OF ANY REMOVAL. HOWEVER, IF PURCHASER'S REQUEST FOR SUCH REMOVAL IS DETERMINED TO BE IN VIOLATION OF APPLICABLE LAW, PURCHASER SHALL NOT BE ENTITLED TO THE ABOVE INDEMNIFICATION.**

31. **Third Party Beneficiaries**. Any Affiliate receiving the benefits of Services provided by Supplier, directly or indirectly, shall be a third party beneficiary entitling such Affiliate to all warranties and indemnities as if the Affiliate were Purchaser as well as all other rights normally provided to a third party beneficiary.

32. **Assignment**. Supplier shall not assign an Order in whole or in part (including any sum accruing to Supplier) without Purchaser's prior written approval. No assignment, even if approved by Purchaser, will relieve Supplier of its responsibilities under the Order.

33. **Storage and Bailment of Purchaser's Materials and/or Equipment**. If Supplier or any subcontractor stores any of Purchaser's materials and/or equipment under one or more Orders, Supplier shall keep and provide those records that may be requested by Purchaser including, but not limited to, an inventory of such materials and/or equipment, by location, at the end of each calendar year, or more frequently if requested by Purchaser. Supplier shall charge Purchaser a fee for storing the materials and/or equipment only if that fee is included in Exhibit D of this Agreement, in the properly executed Order, or in a properly executed Change Order. Supplier shall: (i) store such materials and/or equipment in a clean, dry, and secure location, unless otherwise agreed in writing by Purchaser, (ii) segregate such materials and/or equipment from items belonging to entities other than Purchaser, if the materials are of a nature which may be segregated, and (iii) mark, or otherwise indicate in a manner to make it evident to Supplier's creditors, that such materials and/or equipment belong to Purchaser. Purchaser shall have access to such materials and/or equipment twenty-four hours a day, seven days a week. Supplier and Purchaser agree that delivery of Purchaser's materials and/or equipment is considered by both parties to be a bailment and not subject to the terms and conditions of the Uniform Commercial Code or similar law, as the same may be codified in applicable state law pertaining to sales and/or secured transactions. In addition to the other requirements of this Section, Supplier shall comply with Exhibit S (Storage Procedures), if incorporated.

34. **Severability; Survivorship; Waiver; Headings**. If any provision or portion of an Order shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of the Order shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect. The provisions of an Order that by their nature continue, including, but not limited to, the warranty, confidentiality and indemnification obligations set forth in the Order, shall survive any expiration, cancellation or termination of the Order. No waiver by a party of a right or default under an Order shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise. The headings in an Order are for ease of reference only and shall not be used to construe or interpret the provisions of the Order.

35. **Contractor Authority to Purchase under Agreement**. The contractors of any Affiliate will have the right to issue written but not oral Orders related to specific projects of that Affiliate when the Affiliate submits to Supplier an executed contractor authorization which may be included in Exhibit A or in a written notice to Supplier. Each contractor shall have the same rights and obligations as a Purchaser with respect to any Order that the contractor makes. Neither Company nor any Affiliate shall have any liability for any Order made by the contractor under the Agreement. Furthermore, the contractor and the Affiliate, which authorized the contractor to purchase under the Agreement, will be entitled to all warranties under this Agreement for Services, materials and equipment purchased by the contractor. At Company's request, Supplier will provide a listing of the Services, materials and equipment purchased and corresponding amounts invoiced to any contractor issuing Orders for any named project.

EXHIBITS

EXHIBIT "C"	CHANGE ORDER FORM
EXHIBIT "D" **Attachment 1** **Attachment 2**	COMPENSATION CONSUMABLE SUPPLIES PRICE SCHEDULE
EXHIBIT "E"	INVOICING PROCEDURES
EXHIBIT "F"	FEDERAL CONTRACT SUPPLEMENT
EXHIBIT "G"	US DISTRIBUTION/EMPCO (FUELS & MARKETING)
EXHIBIT "H"	DRUG AND ALCOHOL POLICY FOR US DISTRIBUTION/ EMPCO
EXHIBIT "K"	WORKPLACE HARRASMENT
EXHIBIT "R"	CELLLULAR TELEPHONE USE

942-0213-2

EXHIBIT C - CHANGE ORDER FORM

(the EXXONMOBIL User)
(the ExxonMobil Department)
(ExxonMobil User Address)

Continuing Services Agreement A_____

CONTRACTOR

CONTRACT NUMBER	WORK ORDER NUMBER	CHANGE ORDER NUMBER	EFFECTIVE DATE	EXPIRATION DATE

THE FOLLOWING CHANGES TO CONTRACT, PLANS AND SPECIFICATION ARE AUTHORIZED AND ARE AGREED TO BY THE UNDERSIGNED

WORKSCOPE	AMOUNT ADD		AMOUNT DEDUCT	
TOTAL				

ORGINAL CONTRACT AMOUNT	$	
PRIOR CHANGE ORDERS TO DATE	$	
THIS CHANGE ORDER	$	
PERCENT OF ORIGINAL CONTRACT		
TOTAL TO DATE	$	

ACCEPTED: ____*(Contractor's Name)*____

CONTRACTOR SIGNATURE — DATE

(the EXXONMOBIL User)

EXXON SIGNATURE — DATE

Y:Priv/Westin/Exhibit C1.DOC

EXHIBIT "D"
COMPENSATION

The terms and conditions set forth herein specify the basis for compensating Contractor for all services, equipment and materials to be provided by Contractor in the performance of this Contract. It is understood and agreed that Contractor may not charge Company for any costs not specifically provided for hereinafter:

SECTION I. LABOR SERVICES

1. 1 LABOR RATES

EMPLOYEE CLASSIFICATION	BILLING RATES ($/Hour) Straight Time	Overtime
RESPONSE		
Hazmat Trained		
Project / Operations Manager	100.00	130.00
Site Safety Officer	85.00	110.50
Supervisor	75.00	97.50
EMT / Paramedics	85.00	127.50
Foreman	60.00	78.00
Industrial Hygiene Supervisor	95.00	123.50
Industrial Hygiene Technician	65.00	84.50
Mechanic	65.00	84.50
Operator	55.00	71.50
Technician	50.00	65.00
Laborer	40.00	60.00
Office/Clerical/Accounting	35.00	45.50
Non-Hazmat Trained		
Project / Operations Manager	90.00	117.00
Site Safety Officer	68.00	88.40
Supervisor	65.00	84.50
EMT / Paramedics	68.00	102.00
Foreman	52.00	67.60
Industrial Hygiene Supervisor	75.00	112.50
Industrial Hygiene Technician	60.00	78.00
Mechanic	52.00	67.60
Operator	45.00	58.50
Technician	40.00	52.00
Laborer	30.00	45.00
Office/Clerical/Accounting	35.00	45.50
NON RESPONSE		
Project / Operations Manager	90.00	117.00
Site Safety Officer	68.00	88.40
Supervisor	65.00	84.50
EMT / Paramedics	68.00	88.40
Foreman	52.00	67.60
Industrial Hygiene Supervisor	75.00	97.50
Industrial Hygiene Technician	60.00	78.00
Mechanic	52.00	67.60
Operator	45.00	58.50
Technician	40.00	52.00

Laborer	30.00	39.00
Office/Clerical/Accounting	35.00	45.50

Notes:

1.1.1 The above Labor Rates have been differentiated into three classification groups: Response Hazmat Trained, Response Non-Hazmat Trained and Non Response. The applicable billing classification group will depend on the certification of the contractor's employees and the type of response the contractor is working under. Work performed in a situation identified by the Company as an emergency, will be billable at the Response Labor Rates listed above. If the emergency situation requires Hazmat training, the Contractor will bill at the Response Hazmat Trained Labor Rates, providing contractor's employees are Hazmat trained. If the emergency situation does not require Hazmat training, the Contractor will bill at the Response Non-Hazmat Trained Labor Rates even if the contract employees responding to the situation have been Hazmat trained. All work that is performed in a Non Response situation will be billed under the Non Response Labor Rates.

For hazardous materials responses (HAZMAT) labor and for hazardous waste operations and emergency labor (HAZWOPER), Contractor shall comply with OSHA's standard 29CFR 1910.120 and with any other applicable rules and regulations. All response personnel shall carry a card that will identify their level of Hazwoper trainning & Fit Testing.

1.1.2 For Non-response labor, Contractor shall also comply with OSHA's standards and with any other applicable regulation, if required. All non-response personnel may provide general labor service as long as it is related to emergency response work, for example, the cleaning, maintenance, and inspection of emergency response equipment or any other related work as approved by the Company.

1.1.3 The above rates include, but are not limited to, all wages, taxes, insurance, fringe benefits, drug and alcohol testing, PPE Level D, and all costs associated with complying with all state and federal regulations, overhead (includes Home Office administrative cost and personnel / supplies), and profit. In addition, the rates include all tools valued under $850 (if not separately identified in Section II) and consumables (if not identified separately herein).

1.1.4 PPE Basic Level "D" is identified as per OSHA's (http://www.osha.gov/)

1.1.5 PPE Levels A-C will be charged as per the attached Price List. For PPE levels A-C that are not in the price list will be charged at cost **plus % (markup)** and are defined as per OSHA's (http://www.osha.gov/). Company will pay PPE Levels A-C a one time per day (shift)/per man, unless otherwise approved by Company .

1.1.6 Contractor shall supply personnel fully capable of performing skill levels appropriate to their classification. No rates shall be charged above a person's capabilities. Contractor shall charge for the appropriate skill level required to complete the tasks. No rates shall be charged above the Classification level required to perform the Work being invoiced. All labor and equipment obtained from third parties shall be invoiced in accordance with Paragraph 3.1, "Subcontracted Work", of Section III and with Paragraph 2.2, "Third Party Rentals/Leases" of Section II.

2.1 HOURS DEFINITIONS

Note the Following:

- ***It is understood and agreed that the Overtime Time rates will be paid by the Company only to the extent that the Contractor actually pays its employee(s) Overtime.***
- ***A working week begins on the first shift starting on or after midnight Sunday and ends with the last shift starting before midnight on the following Sunday. Contractor's labor charges must be based upon the hours worked during the working week.***

Straight Time -Straight Time billing rates will apply to any hours worked between 7:00am and 4:00pm, Monday through Friday.

Note:
Straight Time will exclude meal periods, during the working week, per person.

Overtime -Overtime billing rates shall apply to all hours worked for the Company outside the Contractor's normal Straight Time billing hours.

3.1 LABOR CLASSIFICATION DEFINITIONS

Listed below are the general descriptions of Work to be performed by each labor classification listed in Section1. Labor Rates.

Note:
To properly perform any of the described jobs on site, a "Job Safety Analysis" must be performed to carefully evaluate and ensure that the public, operators, and environment are adequately protected from radioactive and/or hazardous materials/conditions.

Classification*	General Description of Work to be Performed, not all-inclusive
Project / Operations Manager	Senior Review and Project Guidance
Site Safety Officer	To develop and recommend measures for assuring personnel safety, and to monitor and/or anticipate hazardous and unsafe situations at the site.
Supervisor	Communicate with the Company concerning scope of job and objectives. Responsible for coordinating the response resources with the Company.
EMT / Paramedics	Following strict rules and guidelines, EMT/Paramedics give appropriate emergency care and, when necessary, transport the patient to emergency care facilities. EMTs and paramedics must be trained on the use of specialized equipment, such as backboards, to immobilize patients before placing them on stretchers and securing them in the ambulance for transport to a medical facility.
Foreman	Directly supervise the resources and personnel, and be responsible for the operation of the equipment.
Industrial Hygiene Supervisor	Develops procedures and project planning to protect the health and well-being of working people and the public from chemical, microbiological and physical health hazards present at, or emanating from, the worksite.
Industrial Hygiene Technician	Conducts all Industrial Hygiene (IH) activities on assigned projects to include air sampling, noise surveys, temperature assessments, etc. Performs safety inspections of worksites, instrumentation calibration and general maintenance of IH

	equipment.
Mechanic	Knowlegable in repair of all types of heavy equipment & light trucks. Ability to troubleshoot mechanical problems, determine fault(s) and specify parts needed and repair the faults.
Operator	Operates small water craft. Deploys containment boom. Operates special equipment. Perform routine maintenance on equipment. Enforce safety policies.
Laborer / Technician	Hands on operation of manually operated equipment. Load and unload containment boom, boats and motors. Perform housekeeping duties on the job site. Clean and maintain equipment. Labor force, including deploying boom, sorbent pads, operating equipment and performing any other labor functions.
Field Clerk	Accounting, Project Records Tracking. Documentation, clerical and administration.

4.1 PER DIEM EXPENSES

ExxonMobil agrees to pay Contractor subsistence expenses at a Per Diem charge of Ninety-Five Dollars ($95.00) per calendar day to cover the costs of hotel, meals, miscellaneous expenses, etc. in accordance with the following conditions:

4.1.1 Per Diem will be paid only when an employee is required to remain away from his permanent residence overnight from Contractor's office. In the event that the Company provides living quarters and meals to Contractor's employees, Company shall not be charged for Per Diem.

4.1.2 It is understood and agreed, however, that Company will not be charged for the last day's subsistence charge by the Contractor if the employee quits or is fired by the Contractor prior to job completion.

4.1.3 Contractor must notify Company which employees are entitled to this charge by indicating this charge on the daily timesheets.

5.1 OTHER REIMBURSABLE EXPENSES

5.1.1 Mobilization to the Work Site
Company agrees to pay Contractor an amount equal to the actual and reasonable time required by Contractor's employees to report to the work site from designated area of work, but not to exceed eight (8) hours. This rate will be equivalent to the straight/overtime billing rate as defined in the "Hours Definitions" for that particular job as per the labor description described above.

5.1.2 Demobilization from the Work Site
Company agrees to pay Contractor an amount equal to the actual and reasonable time required by Contractor's employees to return to designated area of work from the work site, but not to exceed eight (8) hours. This rate will be equivalent to the straight/overtime billing rate as defined in the "Hours Definitions" for that particular job as per the labor description described above.

5.1.3 Travel Expenses
Reasonable and appropriate travel expenses related to ExxonMobil requested and approved Contractor will be reimbursed at cost.

5.1.4 Air travel
Air travel required shall be economy class and shall be booked as early as possible to take advantage of advance ticketing discounts. Any deviations outside of economy class shall be authorized by the Company's Representative.

5.1.5 Automobile Rental
Cost of automobile rental required shall be reimbursed at cost, based on a mid-size vehicle. Any deviations from mid-size vehicle shall be authorized by the Company's Representative.

5.1.6 Contractor's Use of Personal Vehicle
The use of personal vehicles by Contractor employees for requested and approved travel shall be reimbursed at the Standard Mileage Rate Set by the IRS (http://www.irs.gov).

Contractor must notify the Company which employees are entitled to these charges by providing the Company with a listing of who is entitled to these charges.

SECTION II. EQUIPMENT & MATERIALS SERVICES

2.1. EQUIPMENT RATES

2.1.1 CONTRACTOR-OWNED EQUIPMENT
Any Contractor-owned equipment necessary to perform ExxonMobil assigned work and authorized by the Company's Representative shall be billed in accordance with the attached listing dated _____, 200_

Notes:

Construction equipment and tools (including automotive equipment) owned by Contractor shall be subject to the following terms and conditions.

2.1.1.1 Equipment rates listed are for those items whose individual initial value is over $850; the costs associated with equipment and tools valued at an initial cost under $850 are included in the Labor Billing Rates (see Section I of this Exhibit "D")

2.1.1.2 The equipment rates include, but are not limited to: lubrications; maintenance costs; insurance; ; (unless specifically excluded in the above referenced rates) mobilization and demobilization costs (see Note "2.1.1.5" below); all necessary hoses, leads, electrode holders, couplings, and gauges; overhead; profit; and all other related costs associated with the equipment. Company will provide fuel directly to the Contractor, if applicable. Fuel may be provided by the Contractor, only with Company's prior written consent. Under these circumstances, Contractor will bill the fuel on a cost only basis.

2.1.1.3 Subject to the terms of "2.1.1.4" below, equipment shall be charged on an hourly/daily/weekly or monthly basis as previously approved by Company and as per the attached Equipment Price List.

2.1.1.4. **A**. Except as stated in "B", "C", "D", and "E" below, Contractor shall be paid for equipment:
- That is physically located at the jobsite
- That has been authorized by Company's Representative
- That is required for the job regardless of whether the equipment is actually working 100 percent during the shift(s) Contractor's employees are working

B. Company shall not be charged for the time Contractor's equipment is idle due to breakdowns or is waiting to be repaired. Equipment which is subsequently brought in by the Contractor to replace any such idle equipment shall be billed to incorporate full credit for the first piece of equipment.

C. When the equipment is no longer required, it shall be released and the charges terminated. Any non-operational equipment onsite shall not be charged until equipment is fully operational.

D. Equipment being decontaminated will be charged by Contractor at half the standard hourly/daily/weekly monthly labor rate described in this Exhibit.

E. Contractor shall be paid one-half (1/2) the daily rate on all equipment that is requested by the Company representatives and kept on the job site and designated as "stand-by" equipment. Once it has been decided that the "stand-by" equipment will not be utilized, it will be removed from the job ticket and is no longer billable. Equipment not working due to inclement weather, will be paid at the one-half (1/2) stand-by daily rate.

F. A tier approach for Containment Boom billing is included at the end of this Exhibit. If applicable, Fire Boom Equipment is also included. For boom that gets damaged during the normal course of the spill and it becomes unusable, and with prior Company's Representative approval, the boom will be replaced at a cost only basis. This shall not apply to normal wear and tear nor due to Contractor's negligence while deploying the boom.

G. Boom Equipment being decontaminated will be charged by Contractor at half the standard rate per ft/day as per the tier approach.

2.1.1.5 The costs associated with the pickup/delivery of the above equipment are included in the quoted rates unless specifically identified in this Exhibit D. Any transportation and freight costs necessary to transport the equipment to the job site, that is identified separately in this Exhibit D or applicable work orders, will be charged at Contractor's actual cost.

2.1.1.6 All equipment onsite shall have an easily visible I.D. number with the Contractor's logo affixed on opposite sides. The logo must be visible from 100 feet. The identification numbers of the utilized equipment are to be shown on the daily timesheets.

2.1.1.7 Construction equipment and tools shall be invoiced once a month, or as designated by the Company's Representative.

2.1.1.8 In the event Company's Representative requests additional Contractor-owned equipment from the Contractor that is not included in this Exhibit, Contractor must immediately notify ExxonMobil Global Services Company, Procurement, P. O. Box 4692, Houston, Texas 77210-4692, of the

applicable rate(s). Approved rates must be incorporated into this contract prior to Contractor submitting invoices for payment.

2.2 THIRD-PARTY RENTALS/LEASES

Any property leased from a third-party or any third-party owned rental equipment supplied by Contractor necessary to perform Company-assigned work and authorized by Company's Representative shall be billed to Company at Contractor's actual costs plus a Twenty percent (20%) markup. Transportation and freight charges are excluded and shall be billed at Contractor's actual cost. 15%

Such markup shall cover any and all of Contractor's costs associated with or related to the handling of the aforementioned lease or rental.

Contractor shall advise Company's Representative of the third-party property and/or equipment rates at the time approval from the Company is being sought. Contractor must provide supporting documentation for such charges in accordance with the Invoicing requirements of the Contract document.

Company reserves the right to supply any third-party equipment to Contractor for his use or to direct Contractor to a designated supplier.

2.3 MATERIALS RATES

2.3.1 CONTRACTOR FURNISHED MATERIALS

All materials, excluding Consumables and Small Tools valued under $850, which are furnished by Contractor and are authorized by Company's Field Representative for Company work assignments shall be billed in accordance with the attached "Material Price List" dated _____,200_. Company shall be charged at the prices shown with no markup.

All other materials, except as noted above, shall be billed at Contractor's actual cost plus a Twenty **percent (20 %)** markup to cover all of Contractor's costs associated with or related to the furnishing of materials. Transportation and freight costs are excluded and shall be billed at contractor's actual cost.

Contractor must provide supporting documentation for such charges in accordance with the Invoicing requirements of the Contract document.

2.3.2 CONSUMABLES/SMALL TOOLS

The cost of consumables specifically identified on the attached "Consumables List", is included in the billing rates shown in Section I of this Exhibit "D".

In addition, the cost of Small Tools which are valued at under $850 and not identified in Section II of this Exhibit "D" is also included in the labor billing rates shown herein.

SECTION III. GENERAL PROVISIONS

15%

3.1 SUBCONTRACTED WORK

No work assigned to Contractor may be subcontracted without the approval of Company's Representative prior to the commencement of said work. If approved, such subcontracted work shall be billed to Company at the Contractor's actual cost plus a Twenty **percent (20 %)** markup. Such markup shall cover any and all of Contractor's costs associated with or related to the handling of this work.

Note: Subcontracted labor must be identified as such and listed separately on the daily timesheets.

Contractor must provide supporting documentation for such charges in accordance with the Invoicing requirements of the Contract document.

3.2 CHANGES IN TERMS/RATES

3.2.1 The terms of this Exhibit D shall remain firm for the duration of this agreement.

3.2.2 The rates of this Exhibit "D" are firm through July 31, 2008 and shall continue in effect until proposed changes are submitted in writing to ExxonMobil Global Services Company, Procurement, P. O. Box 4692, Houston, Texas 77210-4692, for approval. Company requests sixty (60) days notice of the proposed rate changes in order to review them and incorporate them into the Agreement. At the completion of sixty (60) days, Company, in writing, will approve or disapprove of the requested changes and then proceed to enter into negotiations with the contractor pertaining to the requested increases made by the contractor. The existing rates will be in effect until new rates are agreed and added to the Agreement by an Amendment executed by both parties.

Billing for Containment Boom

Eagle Construction & Environmental Services, Inc. Agreement No. A
Exhibit "D" (continued)

Number of Days	Size of Boom	Cost
	6" Containment Boom	$/ft/day
		$ 1.20
	10" Containment Boom	$ 1.20
	18" Containment Boom	$ 1.80
	24" Containment Boom	N/A
	36" Containment Boom	N/A
	42" Containment Boom	N/A
	48" Containment Boom	

Eagle Construction

Response	Straight Ti	Overtime	Premium		Percentage Higher
Hazmat Trained					
Project / Operations Mana	100.00	150.00	1.5		20%
Site Safety Officer	85.00	127.50	1.5		13%
Supervisor	75.00	112.50	1.5		15%
EMT / Paramedics	85.00	127.50	1.5	ok	
Foreman	60.00	90.00	1.5		9%
Industrial Hygiene Supervi	95.00	142.50	1.5		15%
Industrial Hygiene Technic	65.00	97.50	1.5		8%
Mechanic	65.00	97.50	1.5		18%
Operator	55.00	82.50	1.5		14%
Technician	50.00	75.00	1.5		10%
Laborer	40.00	60.00	1.5	ok	
Office/Clerical/Accounting	35.00	52.50	1.5		14%
Non-HazMat Trained					
Project / Operations Mana	90.00	135.00	1.5		35%
Site Safety Officer	68.00	102.00	1.5		17%
Supervisor	65.00	97.50	1.5		30%
EMT / Paramedics	68.00	102.00	1.5	ok	
Foreman	52.00	78.00	1.5		25%
Industrial Hygiene Supervi	75.00	112.50	1.5	ok	
Industrial Hygiene Technic	60.00	90.00	1.5		8%
Mechanic	52.00	78.00	1.5		16%
Operator	45.00	67.50	1.5		18%
Technician	40.00	60.00	1.5		10%
Laborer	30.00	45.00	1.5	ok	
Office/Clerical/Accounting	35.00	52.50	1.5		14%
Non-Response					
Project / Operations Mana	90.00	135.00	1.5		38%
Site Safety Officer	68.00	102.00	1.5		35%
Supervisor	65.00	97.50	1.5		40%
EMT / Paramedics	68.00	102.00	1.5		10%
Foreman	52.00	78.00	1.5		30%
Industrial Hygiene Supervi	75.00	112.50	1.5		8%
Industrial Hygiene Technic	60.00	90.00	1.5		15%
Mechanic	52.00	78.00	1.5		15%
Operator	45.00	67.50	1.5		50%
Technician	40.00	60.00	1.5		20%
Laborer	30.00	45.00	1.5		11%
Office/Clerical/Accounting	35.00	52.50	1.5		14%

EXHIBIT E
INVOICING PROCEDURES

GENERAL: INVOICING PROCEDURES

This Exhibit E sets forth several invoicing and payment methods for Goods or Services. Supplier shall use the methods below titled:

I. PAPER INVOICES RESULTING FROM SAP PURCHASE ORDERS
II. PROCUREMENT CARD PAYMENTS

In addition to the foregoing, Supplier may, with the written approval of Company, elect one of the following methods:

III. EVALUATED RECEIPT SETTLEMENT (ERS)
IV. ELECTRONIC DATA INTERFACE (EDI) INVOICES RESULTING FROM SAP PURCHASE ORDERS
V. PAPER INVOICES RESULTING FROM ALL OTHER TYPES OF ORDERS.

Company may, at any time by notice to Supplier, offer additional methods for invoicing and payment or discontinue any of the methods shown in this Exhibit E.

Unless otherwise stated in Exhibit D of this Agreement or the Order, Purchaser's payment terms are thirty (30) days after receipt of a correct and complete invoice. Complete invoices must meet all requirements noted below. If an invoice is incomplete, Purchaser may return the invoice wholly or partially unpaid.

I. PAPER INVOICES RESULTING FROM SAP PURCHASE ORDERS

Purchaser shall issue each Order to Supplier with a unique, ten digit Order number beginning with the numbers "45" or "44"("SAP Order Number"). After Purchaser has received the Goods or Services specified in the Order, Supplier shall send a single, original paper invoice to the address shown in the Order. Supplier shall attach to the invoice all appropriate documents, properly approved by Purchaser, including bills of lading, timesheets and other documents.

Supplier shall follow the steps below in preparing and sending a paper invoice to Purchaser:

A. Send only one original invoice to Purchaser. Do not send copies with the original.
B. The invoice must be billed to the Purchaser.
C. The invoice must be mailed to the "Bill to" address on the Order.
D. The invoice must include an invoice date on or after the date when the Goods or Services were received by Purchaser.
E. The invoice must include a unique invoice number or a reference number.
F. The invoice must include the time period during which any Goods were shipped or any Services were performed.
G. The invoice must clearly state the payment terms set forth in the Agreement or Order.
H. The invoice must include the correct remittance address including the ZIP code.
I. The invoice must include Supplier's complete name as it should appear on Purchaser's remittance.
J. The invoice must include Supplier's Telephone number.
K. The invoice must include the SAP Order Number that corresponds to the Goods and Services ordered by Purchaser.
L. The invoice must include the Company Code, found on the SAP Order.
M. Each invoice charge must be associated with a line item on the Order, OR must be subtotaled as indicated in the text of the SAP Order, whichever is applicable. If applicable, charges shall be listed in the same order as shown on the Order, and must include the corresponding Line Numbers (listed in increments of 10 (e.g. 10, 20, etc.)).
N. Invoices shall not contain more than one Order, although it is acceptable to bill several invoices to one Order when the quantity of Goods ordered exceeds the amount shipped, and the balance of the Goods is received by Purchaser at a later date.
O. For invoices resulting from a Goods Order:
    1. The invoice quantity, price and unit of measure must match those on the Order (quantity may be less for partial shipments).
    2. When freight charges are not included in the Goods price, or subsequent freight charges are incurred, in accordance with Exhibit D of this Agreement,
        a. Supplier shall advise Freight Company to send original freight bill to Purchaser referencing Order No., or
        b. in the instance of prepaid freight, Supplier must submit a paper invoice referencing the Order number along with appropriate documentation and the original freight invoice to expedite payment processing.

3. An invoice shall not be submitted until Goods have been received by Purchaser.
4. Substitute items shall not be invoiced until the original Order has been changed to reflect the substitution.

P. For invoices resulting from a Services Order:
1. The invoice must show the Services rendered in sufficient detail to allow verification, i.e. labor hours expended, etc. Copies of the original signed work tickets or timesheets must be attached to the invoice.
2. Legible support, such as timesheets for Services, must be signed by a Purchaser representative and attached to the invoice. Said timesheets or work tickets must restate the Service rendered or equipment billed on the invoice for verification purposes.
3. Any specific Goods and equipment charges must be identified.
4. The invoice must show any other specific information required by the Order.
5. Charges for Goods or Services from third parties shall be supported by field receiving documents, acknowledged by a Purchaser representative and supported by a copy of the Supplier's purchase order and an invoice from the third party supplier. Invoices must contain support documents for freight charges.

Q. Discounts shall be clearly marked on the face of the invoice.

R. The invoiced amount will include separately stated applicable state or local sales or use taxes for which Purchaser has not furnished a properly completed Exemption Certificate. The invoice must specifically state which state and local taxes are so included on the invoice, and Supplier shall properly remit such taxes to the appropriate authorities.

An invoice that does not correctly match the corresponding Order, as shown in the items above, will be considered incorrect and may be returned to the Supplier or result in delayed payment.

Note: *Any problems encountered with payment or any questions regarding payment status should be directed to the Payables Assistance Center (PAC) at 1-800-833-1510.*

II. PROCUREMENT CARD PAYMENTS

Purchaser may provide a standard credit card (Procurement Card, or "PCard") number and other necessary information to Supplier for any Order, and Supplier shall accept this information as payment.

Supplier must send receipts to the owner of the Procurement Card, clearly identifying that receipts resulted from a credit card payment. Supplier shall settle with its PCard financial institution for actual payment. If Purchaser uses a PCard for payment, Supplier shall not submit any other form of invoice to Purchaser. If, for any Order, Supplier has submitted another form of invoice prior to receiving the PCard information from Purchaser, then Supplier shall credit Purchaser as having paid that invoice, and Supplier shall not accept (or will refund) any other payment that Purchaser may make in error for that invoice.

III. EVALUATED RECEIPT SETTLEMENT (ERS)

Purchaser shall generate an Order to Supplier with each line item containing the remark, "**DO NOT INVOICE.**" (A single Order will not include both ERS and non-ERS lines.) When Purchaser receives the Goods or Services specified in the Order, it shall generate payment for those Goods or Services. Supplier shall not send any invoice to Purchaser for Orders marked "**DO NOT INVOICE.**" The price that appears on the Order is the price Purchaser shall use to calculate payment when the Goods or Services are received. The payment will be sent to Supplier under the terms of this Agreement.

Information included in Purchaser's remittance advice is subject to mutual agreement of Purchaser and Supplier. The date of Purchaser's receipt of conforming Goods will appear on the payment check or ACH remittance advice.

Because Supplier will not send invoices to Purchaser for ERS Orders, Supplier must not ship Goods or perform Services if Supplier believes the prices or fees on the Order are not correct. If Supplier believes any prices or fees are not correct, Supplier will promptly contact the Purchaser designee whose phone and fax numbers appear on the face of the Order, and request a price change. If the designee agrees that the price(s) or fees should be changed, the Purchaser will issue a new Order showing the revised pricing.

When freight charges are not included in the Goods price, or subsequent freight charges are incurred, in accordance with Exhibit D of this Agreement, 1) Supplier shall advise Freight Company to send original freight bill to Purchaser referencing the Order Number, or 2) in the instance of prepaid freight, Supplier must submit a paper invoice, clearly marked as "FREIGHT", and reference the Order number along with appropriate documentation and the original freight invoice to expedite payment processing.

Supplier will not send paper invoices to Purchaser to bill for apparent late or incomplete payments by Purchaser for ERS transactions. Supplier must contact the Purchaser designee if Supplier has not received full payment for an ERS transaction within 45 days of shipment.

Exhibit E

IV. ELECTRONIC DATA INTERFACE (EDI) INVOICES RESULTING FROM SAP PURCHASE ORDERS

Company and Supplier shall agree upon any and all requirements for the EDI transmission of invoices and document said requirements within a separate Trading Partner Agreement regarding transactions between Supplier and Company and Company's Affiliates, including Purchaser. Purchaser shall issue each Order to Supplier with a unique, ten digit Order number beginning with the numbers "45" or "44". Supplier shall send an EDI invoice to Purchaser at the electronic address agreed upon by both parties after Purchaser receives the Goods or Services specified in the Order, and only after all appropriate documentation, including bills of lading, timesheets and other documents, have been approved by Purchaser.

Supplier shall include the following in the EDI invoice:

1. **Invoice Date:** Date (MMDDYY) the invoice is sent electronically.
2. **Invoice Number:** Alpha/numeric field without any hyphens, commas, or periods.
3. **Order Number:** Complete with the 10-digit Order Number plus the four character Plant Code with a dash ("-") between the two (complete format is 4XXXXXXXXX-YYYY).
4. **ExxonMobil Company Code:** 4-digit ExxonMobil Company Code identifying the Purchaser. Include all 4 numeric digits. This number will be on the Order.
5. **Header Description:** Send critical information in the 1st 25 positions of the first line of the Header description. This information applies to the entire invoice and may include, but is not limited to, a short description of the Goods, Services and equipment (well name or number, process unit name, location name or description, etc.). DO NOT use special characters such as periods, asterisks or other reserved EDI characters.
6. **Sequential Invoice Line Number:** A sequential line number for each item supplied by Supplier.
7. **PO Line Item Number:** 5-digit line item number matching the Order Line Number, such as 00010, 00020, 00030, etc. For Services invoices, the same Order Line Item Number may be referenced multiple times in the same invoice. For Goods invoices, a Line Item Number may appear only once.
8. **Unit of Measure:** The unit of measure for each item. The units of measure on the invoice and on the Order must match.
9. **Description:** A description of the line item. Use this to describe Goods delivered or Services performed, including appropriate information identifying the work location, equipment name or number, cost center name or number, etc. Place critical information in the 1st 34 positions. Additional information can be provided in other detail PID segments that are 70 characters each. DO NOT use special characters such as periods, asterisks or other reserved EDI characters.
10. **Total Invoice Amount:** The net total amount of the invoice items due.
11. **Taxes:** The invoiced amount will include separately stated applicable state or local sales or use taxes for which Purchaser has not furnished a properly completed Exemption Certificate. The invoice must specifically state which state and local taxes are so included on the invoice, and Supplier shall properly remit such taxes to the appropriate authorities.

Purchaser's systems will automatically reject any EDI invoice from Supplier if any of the foregoing data is missing or incorrectly formatted. Purchaser will send Supplier an automatic 997 Functional Acknowledgement via EDI showing any line errors with an asterisk (*). Supplier shall contact the EDI Coordination Team directly at 1-888-699-4334 to resolve any rejection issues.

Additional Notes Concerning Line Item Descriptions

Detailed work descriptions are essential for the EDI invoice process. Supplier must include all information normally included on paper work tickets. Failure to include data may delay payment.

Examples of information commonly found on paper work tickets, which shall be included on EDI invoices, are:

equipment name or number	date of service	service location	job number	rates
rental description and rates	material used	ticket numbers	hours worked	names
minimum days & rates	equipment used	tax on Goods, rentals	job classifications	
time sheet information	weights	repair details	approver names	

Supplier shall not send paper invoices to Purchaser to bill for apparent late or incomplete payments by Purchaser for EDI transactions. *Any problems encountered with invoice transmission or questions concerning payment status should be directed to the EDI Coordination Team at 1-888-699-4334.*

V. PAPER INVOICES RESULTING FROM ALL OTHER TYPES OF ORDERS

Supplier shall send a single, original paper invoice to the address specified in the Order or, if there is no such address, to the person who submitted the Order. Supplier shall follow the steps below in preparing and sending the invoice to Purchaser:

A. Send only one original invoice to Purchaser. Do not send copies with the original.

B. The invoice must be billed to the Purchaser.

C. The invoice must be mailed to the "Bill to" address on the Order or, if there is no paper Order, to the person who submitted the Order.

D. The invoice must include an invoice date on or after the date when the Goods or Services were received by Purchaser.

E. The invoice must include a unique invoice number or a reference number.

F. The invoice must include the time period during which any Goods were shipped or any Services were performed.

G. The invoice must clearly state any payment terms set forth in the Agreement or Order.

H. The invoice must contain the correct remittance address, including ZIP code, or EFT routing information if the payment is to be made by ACH or wire.

I. The invoice must include Supplier's complete name as it should appear on Purchaser's remittance.

J. The invoice must include Supplier's Telephone number.

K. The invoice must include Agreement number or reference the appropriate Order number if charges are for freight.

L. The invoice must include a Purchaser contact name.

M. The invoice must include any account coding provided by Purchaser.

N. When Services are rendered, the following shall be noted:

1. The invoice must show any labor hours expended.
2. Legible support, such as timesheets for Services, must be signed by a Purchaser representative and attached to the invoice. (see more detail below)
3. Any specific Goods and equipment charges must be identified (see more detail below).
4. The invoice must show any other specific information required by the Order.

O. Services invoices or support for labor charges shall include the worker's name, classification, and straight and overtime hours. Labor categories and rates must correspond to those included in Exhibit D of this Agreement.

P. Charges for Goods or Services from third parties shall be supported by field receiving documents, acknowledged by a Purchaser representative and supported by a copy of the Supplier's purchase order and an invoice from the third party supplier. Invoices must contain support documents for freight charges.

Q. Any applicable markup for material supplied by Supplier and included in Exhibit D of this Agreement shall be listed as a separate line item on the invoice.

R. Charges for rented equipment shall be accompanied by approved daily time records listing the equipment type and size and the hours utilized. This cost must be supported by a copy of the Supplier's rental agreement and an invoice from the rental supplier. The applicable markup allowed for this type of equipment, as included in Exhibit D of this Agreement, shall be listed as a separate line item.

S. The invoiced amount will include separately stated applicable state or local sales or use taxes for which Purchaser has not furnished a properly completed Exemption Certificate. The invoice must specifically state which state and local taxes are so included on the invoice, and Supplier shall properly remit such taxes to the appropriate authorities.

Note: *Any problems encountered with payment or any questions regarding payment status should be directed to the Payables Assistance Center (PAC) at 1-800-833-1510*

VI. DISCOUNT PAYMENT

Contractor shall provide a 1% discount for payment by ExxonMobil within 15 days of the receipt of a correct invoice presented to ExxonMobil.

Note: Please Refer to Exhibit I for any Site Specific Invoicing Instructions.

EXHIBIT "F"

FEDERAL CONTRACT SUPPLEMENT

The parties hereto agree that Supplier or Contractor, however referred to in the Agreement or Contract, as the case may be, to which this Federal Contract Supplement is attached, shall be referred in this Supplement as "Contractor." If this Supplement is attached to an Agreement, "Buyer" or "User," however referred to in the Agreement, shall be referred to in this Supplement as "Company." For the purpose of this Supplement, the word "Federal Sub-Agreement" shall mean any nonexempt agreement or arrangement between Company and Contractor for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which in whole or in part are necessary to the performance of any one or more contracts ("Federal Contracts") or federal lease agreements ("Federal Leases") between Exxon Mobil Corporation, its parent, or any affiliate of Exxon Mobil Corporation or its parent ("ExxonMobil") and the United States of America ("Government") or under which any portion of ExxonMobil's obligations under any one or more such Federal Contract or Federal Lease is performed, undertaken or assumed.

Contractor agrees to comply with the provisions of this Supplement, when applicable to a Federal Sub-Agreement, to satisfy legal requirements under the governing statutes and executive orders and rules and regulations issued thereunder and amendments thereto. The parties hereto understand and agree that, with the exception of the Government, this Supplement is not meant to create, nor shall it be construed as creating, any enforceable rights hereunder for any firm, organization, or individual who is not a party hereto.

I. The following, and all of their terms and conditions, are incorporated by reference herein:

(a) Equal Employment Opportunity (41 CFR 60-1.4 and 48 CFR 52.222-26);
(b) Nondiscrimination in the Outer Continental Shelf (30 CFR Part 270) (applicable only to Federal Sub-Agreements in support of Federal Leases);
(c) Affirmative Action for Workers with Disabilities (41 CFR 60-741.5 and 48 CFR 52.222-36);
(d) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.5 and 48 CFR 52.222-35); and
(e) Utilization of Small Business Concerns (48 CFR 52.219-8) (applicable only to Federal Sub-Agreements in support of Federal Contracts).

The terms "Contractor" or "Offeror" within such federal regulations shall refer to Contractor, and the terms "Government" and "Contracting Officer" within such federal regulations shall refer to ExxonMobil.

II. Contractor agrees to comply with the following laws and/or regulations, the terms and conditions of which are incorporated herein in full:

(a) **Certification Of Nonsegregated Facilities** (applicable only to Federal Sub-Agreements in support of Federal Leases): By entering into this Federal Sub-Agreement, Contractor certifies, as specified in 41 C.F.R. 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to award of contracts or subcontracts unless they are exempt under 41 C.F.R. 60-1.5.

(b) **Small Business Subcontracting Plan (48 CFR 52.219-9)** (applicable only to Federal Sub-Agreements in support of Federal Contracts): Unless Contractor is a small business for purposes of this Federal Sub-

Agreement as defined by 13 CFR Part 121, Contractor agrees to adopt a subcontracting plan for small business concerns that complies with the requirements of 48 CFR 52.219-9.

(c) **Small Business Size Representation** (applicable only to Federal Sub-Agreements in support of Federal Contracts): Any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to Sections 8(a), 8(d), 9, or 15 of the Small Business Act ("the Act") or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall (a) be punished by imposition of a fine, imprisonment, or both; (b) be subject to administrative remedies; (c) be ineligible for participation in programs conducted under the authority of the Act.

(d) **Rated Orders Under The Defense Priorities And Allocations System** (applicable only to Federal Sub-Agreements in support of Federal Contracts): Orders issued hereunder may be rated orders, certified for national defense use. If so, Contractor is required to follow all the provisions of the Defense Priorities and Allocations System regulations (15 C.F.R. Part 700).

(e) **Inspection System** (not applicable to Federal Sub-Agreements in support of those Federal Contracts awarded to Company pursuant to 48 C.F.R. Part 12, entitled "Acquisition of Commercial Items"): It is not anticipated that the goods and services purchased by ExxonMobil under this Federal Sub-Agreement will be inspected at destination by the Government to ensure conformance and technical requirements as specified herein. Nevertheless, ExxonMobil's Government customer(s) have the right to inspect and test all services and supplies called for by the Federal Sub-Agreement or Order, to the extent practicable at all times and places during the time of ExxonMobil's Prime-Contract. If the Government elects to perform inspections or tests on the premises of Contractor, Contractor shall furnish all reasonable facilities and assistance of the safe and convenient performance of these duties at no additional cost to ExxonMobil or the Government.

(f) **Jobs for Veterans Act** (applicable only to Federal Sub-Agreements in support of Federal Contracts): Contractor will take affirmative action to employ and advance in employment qualified covered veterans as defined in 38 USC 4211, as amended, and regulations issued thereunder.

Contractor shall, if and to the extent required by applicable laws regulations, and/or orders, include the terms and conditions specified by the foregoing clauses and regulations into every non-exempt subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor and subvendor.

EXXON COMPANY, U.S.A.
POST OFFICE BOX 4552 • HOUSTON, TEXAS 77210-4552

MATERIALS & SERVICES DEPARTMENT
MANUFACTURING & MARKETING PURCHASING

"Contractor Copy"

Contract No.: C-35839
Vendor No.:

CONTRACT FOR SPILL RESPONSE SERVICES

This Agreement (hereinafter referred to as "Contract") is entered into this 25th day of February, **1998** by and between Exxon Company, U.S.A. (a division of Exxon Corporation), whose address for purposes hereof is P. O. Box 4552, Houston, Texas 77210-4552, for its benefit and the benefit of all the divisions, affiliates and subsidiaries of Exxon Corporation (each such division, affiliate and subsidiary rendered service hereunder being hereinafter referred to as "Exxon"), and Eagle Construction and Environmental Services, Inc. whose address for purposes hereof is: P. O. Box 872 Eastland, Texas 76448, (hereinafter referred to as "Contractor"):

WITNESSETH: That in consideration of the covenants and agreements set out herein and the payments provided for herein, Exxon and Contractor agree as follows:

1. DESCRIPTION OF SERVICES
   A. Scope
      Contractor agrees to provide all necessary supervision, personnel, crews, tools, equipment (furnished and maintained at Contractor's expense), materials (except as hereinafter provided), and support facilities when and as requested by Exxon to properly perform the following described services (hereinafter referred to as "Services" or "Work"):

      · Provide emergency response services in support of Emergency Spill Response Cleanup Work in accordance with OPA 90 requirements and Other Emergency Type Work as requested and authorized by Exxon

   B. Specifications and Assignments
      1) Services performed under this Contract shall be in accordance with the provisions of the following Specifications and Exhibits listed below which are attached hereto and made a part of this Contract and/or specific Authorizations as may be made pursuant to Article 1.B.(2):

Designation	Title	Date
Exhibit A	Scope of Work	N/A
Exhibit B	Services Request Form	N/A

Designation	Title	Date
Exhibit C	Change Request Form	N/A
Exhibit D	Compensation	
Exhibit E	Invoicing Procedures	
Exhibit F	Federal Contract Supplement	April 1995
Exhibit G	Health and Safety Requirements	
Exhibit H	Drug and Alcohol Policy	
Exhibit I	List of Exxon Facilities	
Exhibit J	Contractor's Participating Locations	

2) Services hereunder shall be undertaken by Contractor only upon a receipt of a request or a Letter of Authority from Exxon's designated Representative (hereinafter referred to as "Representative"). Each request or Letter of Authority (hereinafter referred to as "Release") shall delineate the specific Services to be performed under each Release.

Acceptance of such Releases by the Contractor shall constitute a contract between Exxon and Contractor for the performance of described Services under the terms and conditions of this Contract. The "Services," "Specifications," and plans as used hereafter in this Contract means the Services described in each Release and any specifications and plans issued in connection therewith.

C. Term

The provisions of this Agreement shall apply beginning February 25, 1998 and continuing thereafter until terminated by either party by giving the other party thirty (30) days prior notice, provided, however, this Agreement will continue in effect beyond any termination notice for such additional time as may be necessary for Exxon to complete operations then underway and which are covered by a current Letter of Special Agreement."

D. Coordination

1) The Representative shall coordinate various field-related work requirements and make specific assignments under Contract to Contractor for Services to be performed.

2) The Representative or his designee will review and approve all time sheets for labor and equipment and sign the material verification sheets daily.

2. CHARGES

As full consideration for all work authorized and satisfactorily performed by Contractor under this Contract, Exxon agrees to pay Contractor as reimbursement for costs and fees in accordance with (1) the Compensation Schedule, Exhibit "D", attached hereto and made a part hereof.

3. INVOICING

A. For Services performed on a unit price or cost-plus basis, invoices shall be itemized to show the same line items and prices as per the Contract. All invoices must be supported with full documentation as required by Exxon, which shall include, but not be limited to, the following:

1) Contract Number, Release Number (if applicable) description of Service, and invoice amount.

2) The original copy of daily timesheets signed in ink by Contractor and approved by Exxon's Representative, listing this contract number, Release Number (if applicable), hours worked by employee, employee job classification/title, work location and date.

3) Daily equipment utilization schedule signed in ink by Contractor and approved by Exxon's Representative, listing this contract number, Release Number (if applicable), individual items of equipment, and the dates, location and time periods of billable use in accordance with this Contract and its exhibits.

4) Invoices for reimbursable items other than labor (i.e. materials, subcontracts, third-party equipment rentals, etc.) specifically identified and provided for in this Contract and its exhibits shall be supported by paid copies of the vendors' and subcontractors' invoices.

5) If provided for in the Contract, supporting documentation covering authorized reimbursable travel shall include (1) actual transportation ticket receipts and (2) copies of paid invoices and/or cash receipts of $25.00 or more (per item).

6) Where separate payment for subsistence (per diem) for Contractor's employees is provided for in the Contract, submit documentation including (1) dates and names of Contractor's employees for each day that subsistence is invoiced and (2) copy of Exxon's authorization and/or approval for such subsistence.

7) Where contract provides for automobile use to be charged on a mileage basis, Contractor shall furnish a mileage report listing dates and mileage for each invoiced use.

B. ELIRT Response - Render all invoices, in duplicate, to: Exxon Company, U.S.A., Attn: ELIRT Accounts Payable, P. O. Box 4773, Houston, Texas 77210-4773.

Non-ELIRT Response - Render all invoices, in duplicate, to: Exxon Company, U.S.A., Accounts Payable, at the address as indicated on each work authorization.

Invoices shall become due and payable in accordance with the following payment terms: Net 30 days after receipt of invoice. Payment by Exxon shall not foreclose Exxon's right to thereafter dispute any items involved and shall not be construed as Exxon's acceptance of any part of the Services.

Invoices which include materials, services, or other charges not covered herein, shall not be deemed acceptable by Exxon until agreed to and expressly approved in writing by Exxon in accordance with Article 23, Contract Changes.

C. When Services are requested by a division or affiliate of Exxon Company, U.S.A., Contractor shall invoice directly such division or affiliate for such Services, and the division or affiliate shall be the sole party responsible for the payment thereof.

4. SATISFACTION OF CLAIMS

Contractor shall keep all property of Exxon, and all products of the contract work, free and clear of any and all liens and encumbrances arising in any manner from the work and activities of Contractor or its subcontractors. Accordingly, Exxon may retain out of payments due contractor an amount sufficient to indemnify Exxon against any lien or claim chargeable to Contractor for which it appears Exxon or its property may become liable. Exxon may pay such claims or lien out of monies so retained or payments thereafter due Contractor under any contract between Exxon and Contractor unless Contractor timely furnishes Exxon a release of the lien or claim. Contractor agrees to refund Exxon any additional amounts over such retainage which Exxon may have to pay to release the lien or claim.

The sums withheld will be paid to Contractor after the contract work is completed and upon showing to the satisfaction of Exxon that all claims for labor and materials have been satisfied.

For the purposes of this provision, "subcontractor" shall be deemed to include all persons and parties performing work for Contractor hereunder, whether or not such persons or parties were hired directly by Contractor.

5. INDEPENDENT CONTRACTOR

Contractor in performing Services hereunder shall be an independent contractor and not an agent or employee of Exxon. Contractor's Services hereunder shall meet with the approval of Exxon's Representatives or inspectors but the detailed manner and method of doing the contract work shall be under the control of Contractor, Exxon being interested only in the result obtained, and such approvals or inspections shall not change the relationship of the parties, or relieve Contractor of its obligations to perform the Services in a safe, efficient manner.

6. VERIFICATION

Exxon and its duly authorized representatives shall have the right to verify all work being performed hereunder. If the work is being paid using Contractor's rates, Contractor shall furnish each day to Exxon's Representative authorizing the work to be performed hereunder, or such person as he may designate, a copy of Contractor's and subcontractor's, if any, daily time report applicable to the work performed by Contractor under this contract, which report shall be certified by Contractor's supervisor or foreman to be true and correct. Failure of Exxon to object to Contractor's non-compliance with this requirement, shall not constitute waiver. Such report shall include the name of each employee of Contractor or subcontractor engaged in work hereunder, his occupational classification, the number of hours worked by him, a description of the work in which he was engaged, and the location of such work. The report shall also include the type of equipment used, the number of hours used, a description of the work in which it was engaged, the location of such work, and the type of materials incorporated into the work along with their source (inventory, third party, etc.), quality and quantity. Exxon and its duly authorized representatives shall have the right to check the number of persons employed in such work, their occupational classification, the time they are engaged in such work, all equipment used hereunder by Contractor and subcontractors and the length of time it is used in the performance of such work under this contract, and the quality and quantity of all materials incorporated into the work. Exxon's rights under this Article 6 shall survive the termination or expiration of this contract.

7. INSURANCE

A. Contractor shall carry and maintain in force the following insurances in amounts and with companies satisfactory to Exxon.

1) Workers' Compensation and Employers' Liability

For all its employees engaged in performing Services hereunder, workers' compensation and employers' liability insurance or similar social insurance in accordance with Law which may be applicable to said employees.

2) Comprehensive General Liability

Its normal and customary comprehensive general liability insurance coverage and policy limits or at least $1,000,000 coverage, whichever is larger, for injury, death, or property damage resulting from each occurrence.

3) Automobile Liability

Automobile liability insurance coverage and policy limits covering owned, non-owned and rented automobile equipment providing at least $1,000,000 coverage for injury, death, or property damage resulting from each occurrence.

B. For inland water operations, Contractor agrees to carry, in addition to comprehensive general and automobile liability insurance, insurance in compliance with the Longshoremen's and Harbor Workers' Compensation Act, an amendment of voluntary compensation (endorsement maritime), an endorsement that a claim "in rem" shall be treated as a claim against the assured, and an endorsement that a claim made against Exxon and/or its underwriters by an employee of assured-employer hereunder based on the "doctrine of borrowed servant" shall, for purposes of this

insurance, be treated as a claim arising under this policy against the assured-employer and Exxon shall receive the benefit of this insurance.

C. For offshore operations, Contractor agrees to carry in addition to all coverages required above, employer's liability insurance extended to cover the liability of the assured under the Death on the High Seas Act, and insurance in compliance with the Longshoremen's and Harbor Workers' Compensation Act, as amended, to include protection with respect to the extension of this act under the Outer Continental Shelf Lands Act.

D. Upon request, Contractor shall have its insurance carrier(s) furnish to Exxon certified copies of their insurance policies and/or insurance certificates specifying that no insurance will be canceled or materially changed while Services are in progress without thirty (30) days calendar days prior written notice to Exxon.

E. If Contractor subcontracts any part of the Services, Contractor shall require its subcontractors to maintain insurance specified in the subcontracts, but shall not require subcontractors to carry insurance which would duplicate the coverage of the insurance carried by Contractor. If requested by Exxon, Contractor shall have its subcontractors furnish the same evidence of insurance as is required of Contractor.

F. As an alternative and at Exxon's sole option and expense, Exxon may elect to furnish or to arrange for Contractor the insurance that Contractor carries or to assume the responsibility for any part of the insurance required by this Article 7. If Exxon so elects, it shall notify Contractor and issue an Amendment therefore, and the Contract price shall be reduced by an amount equal to the Contractor's cost of such insurance or an amount to be agreed to by the parties for such assumption of responsibility.

G. Contractor and its subcontractors shall not commence the work until all of the insurance required of Contractor and its subcontractors is in force and the necessary certificates and statements have been received by Exxon.

H. Contractor further agrees that the minimum insurance requirements as set forth herein shall not limit or diminish in any way the respective rights and obligations of the parties under this contract.

8. DISTRIBUTION OF RISKS BETWEEN EXXON AND CONTRACTOR

A. Contractor's Responsibilities

1) Contractor shall be responsible for and shall hold Exxon harmless for loss of or damage howsoever caused to Contractor's or its subcontractor's tools and equipment and rented items which are used or intended for use in the Services to be performed, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Contractor or its subcontractor, even if such loss or damage results from Exxon's negligence, whether active or passive.

2) Contractor shall indemnify Exxon for loss of damage howsoever caused to Exxon's property intended to be incorporated into or used in the Services to be performed while in Contractor's care, custody or control until delivered to the work site, even if such loss or damage results from Exxon's negligence, whether active or passive.

3) Contractor's responsibility to compensate Exxon for loss of or damage to Exxon's existing property which is in reasonable proximity of the work site or for any resulting consequential, special or indirect damages, or loss of anticipated profits sustained by Exxon shall not exceed the amount recoverable by Contractor or its subcontractors under the valid and collectible insurance carried by Contractor and its subcontractors, or the amount which would have been recoverable under such insurance if all conditions, requirements, and warranties imposed on the insured by the insurer are being or had been met. Exxon shall hold Contractor free and harmless from liability to Exxon for loss or damage exceeding the amounts so recoverable.

B. Exxon's Responsibility

1) Exxon shall be responsible for and shall hold Contractor harmless for loss of or damage howsoever caused to Exxon's property intended to be incorporated into or used in the Services to be performed and located at the work site, even if such loss or damage results from Contractor's negligence, whether active or passive.

2) Exxon shall indemnify Contractor for loss of or damage howsoever caused to Contractor's property intended to be incorporated into the Services to be performed and located at the work site, even if such loss or damage results from Contractor's negligence, whether active or passive.

Notwithstanding the foregoing, Contractor shall also be responsible and not compensated by Exxon for (i) any loss of money or securities in the care, custody or control of Contractor which are used or intended for use in performing Services, (ii) unexplained or mysterious disappearance of any property in Contractor's care, custody or control, or shortage or such property disclosed on taking inventory, or (iii) theft of property on the part of Contractor, its subcontractors or their employees.

C. Third Parties

1) Exxon and Contractor shall indemnify, defend, and hold the other harmless from claims, demands, and causes of action asserted against the indemnitee by any person (including, without limitation, Contractor's and Exxon's employees, Contractor's subcontractors and employees of such subcontractors, or any other third party, for personal injury or death or for loss of or damage to property and resulting from the indemnitor's negligence or willful misconduct hereunder. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or willful misconduct of Exxon and Contractor, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint negligence or willful misconduct.

9. TOOLS AND EQUIPMENT

If Exxon loans or furnishes tools or equipment to Contractor for use in connection with the Work contracted for hereunder, Contractor agrees:

A. To inspect said tools and equipment and make its own determination before commencing work that such are adequate for the safe and efficient performance of the Work by Contractor.

B. That such tools and equipment will be loaned or furnished by Exxon and accepted by Contractor without warranty or representation by Exxon as to their condition.

C. To exercise reasonable care in its use of such tools and equipment and to be responsible for their maintenance in good working condition. If tools and equipment are subject to a schedule of regular maintenance by Exxon, Contractor nonetheless shall perform any additional regular maintenance necessary to maintain them in good working condition. In the event that tools or equipment need substantial repairs during use by Contractor, Contractor promptly shall return them to Exxon for repairs.

For purposes of this Article, tools and equipment may include, but not be limited to, scaffolds, lighting or illumination equipment, and all other type of apparatus, facilities or services which Exxon may loan or furnish.

10. CONFIDENTIAL INFORMATION, PATENTS, COPYRIGHTS AND INDEMNITIES REGARDING INTELLECTUAL PROPERTY

A. Contractor agrees to hold in confidence all technical information disclosed to Contractor by Exxon or developed by Contractor hereunder, except:

1) Technical information which at the time of development by Contractor or of disclosure by Exxon to Contractor is in the public domain; or

2) Technical information which, after development by Contractor or after disclosure by Exxon to Contractor, becomes part of the public domain by publication or otherwise through no fault of Contractor; or

3) Technical information which Contractor can show was in Contractor's possession at the time of Contractor's development hereunder or Exxon's disclosure to Contractor and was not acquired, directly or indirectly, from Exxon.

B. Contractor agrees that Contractor will not, without the written permission of Exxon, use the technical information which Contractor is required to keep confidential under this Contract for any purpose other than the accomplishment of Services to be performed under this Contract.

C. Contractor understands that Exxon accepts no obligations of confidence with respect to any information disclosed to Exxon by Contractor under this Contract unless specifically covered by a separate, written confidentiality agreement. In the absence of such separate confidentiality agreement, Contractor agrees that it will not place any restrictive notices on any document (including drawings) provided by Contractor to Exxon under this Contract. Nevertheless, if Contractor does place such notices on such documents, Exxon is hereby authorized to nullify, obliterate, remove, or disregard any such restrictive clauses. Exxon shall be free to use or disclose any or all of the information contained therein to third parties without accounting to Contractor therefore.

D. If Contractor or Contractor's personnel make any inventions, patentable or unpatentable, resulting from Contractor's activities under this Contract, Contractor shall promptly disclose said inventions to Exxon in writing. Such inventions will include those conceived during the term of the Contract or within two (2) years thereafter. Further, Contractor hereby assigns each such invention to Exxon. Contractor also shall require its employees to execute such papers as Exxon requests in connection with such assignment and in connection with the acquisition of letters patent, U.S. and foreign, on such inventions.

E. If either party is made the subject of any claim or lawsuit based on the alleged infringement of any third party patent, copyright or trade secret by reason of any aspect of the goods or services provided hereunder or the use by Exxon thereof, it shall promptly notify the other party thereof in writing. Exxon shall defend and indemnify Contractor against such claims, demands, and causes of action based on the actual or alleged infringement of any such third-party right by Contractor only to the extent that Contractor's allegedly infringing conduct is expressly required by the specification or expressly required in writing by Exxon. This indemnity shall not extend to conduct of Contractor which is discretionary to Contractor. Contractor shall defend and indemnify Exxon against all other claims, demands, and cause of action based on the actual or alleged infringement of any such third-party right. The indemnities set forth in this paragraph E shall include without limitation all penalties, awards, and judgments; all court and arbitration costs; attorneys fees; and other reasonable out-of-pocket costs incurred in connection with such claims, demands and causes of action. The indemnifying party shall have the right to control the defense of such litigation, and to settle or compromise all claims and lawsuits subject to its indemnity. However, the indemnifying party may not settle or compromise such claim or lawsuit without the written consent of the indemnified party if such settlement or compromise (1) requires the indemnified party to part with any right or make any payment not indemnified, or (2) subjects the indemnified party to any injunction. Subject to the foregoing, the indemnified party shall have the right, at its option and expense, but not the obligation, to retain advisory counsel to represent its interests in defending any such claim or litigation.

If any action results in an injunction against Exxon with respect to the goods or facilities provided pursuant to this agreement, Contractor agrees that it will, at its option and its sole expense, either (1) procure for Exxon the right to continue using the infringing subject matter, or (2) replace or modify the same so that it becomes non-infringing.

F. Contractor agrees that all tracings, drawings, field notes, specifications, computer programs in whatever form, and any other documents developed by Contractor for Exxon pursuant to this

Contract shall be the property of Exxon. Contractor agrees that all such documents are works made for hire, or if they do not so qualify, Contractor agrees to assign the copyrights in all such documents to Exxon.

G. The provisions of this Article shall remain binding obligations on the Contractor and shall survive the completion, expiration, or termination of this contract.

11. DRAWINGS AND SPECIFICATIONS

All drawings, designs, and other written documents supplied by Exxon to Contractor shall remain the property of Exxon and shall be returned to Exxon upon completion of the Services and Contractor may not, without written approval of Exxon, retain any copies of said documents.

All drawings, specifications, requisitions, purchase orders, and other pertinent documents prepared by Contractor or its subcontractors pursuant to this Contract shall become the property of Exxon and may be used by Exxon for any purpose.

12. APPLICABLE LAW

The validity, interpretation, and construction of this Contract shall be governed by general maritime law when the activities and obligations are related in anyway to maritime activities. In cases where general maritime law does not apply and Outer Continental Shelf (OCS) lands are affected, the Outer Continental Shelf Lands Act shall apply. In matters where general maritime law and the Outer Continental Shelf Lands Act does not apply, the laws of the State of Texas will apply.

Contractor shall comply and secure compliance by its subcontractors, with all federal, state, county, parish, and municipal laws and regulation in connection with the Services to be performed hereunder; including, but not limited to, all safety orders prescribed by law and any rules and regulations applicable to environmental pollution. It shall be the duty of Contractor to ascertain whether the drawings and specifications are at any variance with the law before starting Services. If Contractor discovers any variance with the law in any drawings and specifications, it shall promptly notify Exxon in writing and the necessary changes shall be made before proceeding with the part of the Services affected. Contractor shall obtain all permits necessary for the prosecution of Services, and shall give all required notices. Should Contractor violate any law or regulation relating to the performance of Services, Contractor shall defend, indemnify, and hold Exxon harmless from any liability of penalty which may be imposed on Exxon by reason of any alleged violation of law by Contractor or its subcontractors and also from all claims, suits, or proceedings that may be brought against Exxon arising under, growing out of, or by reason of, Services with respect to such alleged violations of law whether brought by employees of Contractor, by third parties, or by national or state governmental authority or any political subdivision thereof.

13. CONFLICT OF INTEREST AND ETHICS

A. 1) Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of Exxon, Exxon Corporation or its affiliates. Contractor shall review with Exxon at reasonable frequency during performance of Services, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Exxon's employees, agents and representatives, vendors, subcontractors and other third parties.

2) All payments by Exxon to Contractor will be received by Contractor for its own account and Contractor is not authorized to offer, give or promise any part of such payments, directly or indirectly, to any government official, political party or official thereof, or any candidate for political office.

3) Contractor shall exercise all reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Exxon's best interests. This obligation shall apply to the activities of the employees, agents and subcontractors of Contractor in their relations with the employees of Exxon and their families and/or third parties arising from this Contract. Such efforts shall include, but not be limited to, establishing precautions to prevent their employees, agents or

subcontractors making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments, loans or other considerations.

B. Contractor agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of Exxon under the provisions of this agreement and/or any amendments to it.

C. Contractor agrees that all financial settlements, billings, and reports rendered to Exxon, as provided for in this agreement and/or any amendments to it, will reflect properly the facts about all activities and transactions handled for the account of Exxon, which data may be relied upon as being complete and accurate in any further recordings and reportings made by Exxon, for whatever purpose.

D. Contractor agrees to notify Exxon promptly upon discovery of any instance where the Contractor fails to comply with provisions A, B, and C above.

14. OFFSET

In addition to any other provisions of this Contract, if Contractor shall fail in any way to perform hereunder, Exxon may offset as appropriate, any performance obligation of Exxon or any payments owed to Contractor under this or any other agreement between the parties or any other agreement between a parent, subsidiary or affiliate of Exxon and a parent, subsidiary or affiliate of Contractor.

15. TAXES

Contractor shall pay all taxes levied or assessed against Contractor or its property, imposed on Contractor, or required to enable the Contractor to engage in the business of performing the contract work. Taxes to be paid by Contractor include but are not limited to all sales and use taxes, licenses, fees, income taxes, franchise taxes, personal property taxes, and all employment taxes. Any applicable state and local sales taxes shall be collected by Contractor. Contractor shall not collect sales taxes from Exxon on property or services for which Exxon furnishes Contractor a properly completed exemption certificate. All items purchased by Contractor for use in federal waters and all equipment rentals in federal waters shall be exclusive of sales and use taxes.

16. ASSUMPTION OF THE SERVICES

Contractor agrees that if, in the opinion of Exxon, Contractor fails at any time during the performance of this Contract to provide the labor, supervision, tools, equipment, or materials necessary for the prompt performance of the Services herein contracted for, or should Contractor breach this Contract in whole or in part or fail to use due diligence in the performance thereof, or should Contractor not be performing this Contract in the manner herein provided, Exxon may, at its election and without prejudice to any other remedies available to it, take over and perform or obtain another contractor to take over and perform all or any part of the Services then remaining unperformed. If Exxon should exercise such right, Exxon or its designee shall have the right but not the obligation to use all or any part of Contractor's tools and equipment then in use on the job but shall pay Contractor a reasonable rental for the use of such tools and equipment during the period of use by Exxon and shall return same to Contractor upon completion of the job in as good condition as when taken over by Exxon, ordinary wear and tear excepted. Should Exxon take over completion of the Services, or obtain another contractor to do so, Exxon's sole obligation shall be to pay Contractor, upon completion of the Services, subject to other provisions of the Contract, either that percentage of any monies due under the Contract which represents the percentage of the Services completed by Contractor or the full Contract price less all costs and expenses incurred by Exxon in completing the Services, whichever is less.

17. SUSPENSION AND TERMINATION

Exxon shall have the right to suspend performance of this Contract at any time for any reason and if Exxon does order such suspension, it shall not be liable for any damages or loss of anticipated profits as the result of such suspension. Exxon's sole obligation, if it should order Services suspended, shall be to pay Contractor: (a) the wages of employees necessarily retained during the period of suspension, provided Contractor can show that it was not reasonably practicable to utilize the employees elsewhere or to terminate their employment; and (b) the reasonable rental value of Contractor's tools and equipment at the work site for the period of such suspension, provided Contractor can show that such tools and

equipment were necessarily idle during such suspension. However, notwithstanding anything to the contrary above, should Services be suspended due to the failure of Contractor to comply with any applicable law, regulation, or order of a government authority, or any term or condition set forth in this Contract, Exxon shall have no liability to Contractor during any such period of suspended Services. In addition to Exxon's rights to suspend performance of the Contract, Exxon shall also have the right to terminate the Contract at any time for any reason upon the giving of written notice to Contractor. If Exxon does so terminate the Contract, Exxon's sole obligation shall be to reimburse Contractor for actual costs incurred to the date of such notice of termination for Services performed in connection with the execution of this Contract, and for actual cost thereafter incurred by Contractor in connection with such termination. However, in no event shall such reimbursement include damages or anticipated profits for Services unperformed. Contractor shall have the right to terminate this Contract upon the giving of thirty (30) days written notice to Exxon.

18. FORCE MAJEURE

A. No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages if, and to the extent, such delay or failure is caused by force majeure. Unless such force majeure substantially frustrates performance of Contract, force majeure shall not operate to excuse, but only to delay, performance.

B. Force majeure is an occurrence beyond the control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; changes in applicable law; war, rebellion, civil disturbance, sabotage or riots, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; strikes or any other concerted acts of workers; other similar occurrences.

C. In the event it becomes necessary to suspend operations due to force majeure or Contractor's nonperformance, Exxon shall not be liable to Contractor and Contractor shall hold Exxon harmless for Contractor's, subcontractors', or employees' damages, anticipated profits, or other sums or payments occasioned by the delay.

19. SUBCONTRACTS AND ASSIGNMENT OF CONTRACT

Contractor shall secure Exxon's prior written approval as to any subcontract covering any portion of the Services provided for hereunder. No such approval shall relieve Contractor from any of the obligations of this Contract, and as between the parties hereto, Contractor shall be and remain liable as if no such subcontract has been made. No subcontract shall bind or purport to bind Exxon but shall contain a provision permitting assignment of the subcontract by Contractor to Exxon. Contractor shall not assign any of its rights or obligations hereunder, or any sum that may accrue to Contractor hereunder, without the written consent of Exxon.

20. AUDIT

Where Contractor performs any Services on a unit-price, cost-plus or time-and-material basis, Exxon's Representative shall have access, at all reasonable times, to all Contractor's and subcontractors' personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts and memorandums of every description pertaining to Services under Contract for the purpose of auditing and verifying costs of Services or for any other reasonable purpose upon prior notice to Contractor. Contractor is required to maintain supporting data and accounting records in accordance with generally accepted accounting principles. Exxon's Representative shall have the right to reproduce any of the aforesaid documents. In the event lump-sum elements are included under Contract along with any cost-plus or time-and-material items, then audit rights shall also extend to include Exxon's access to all Contractor's and subcontractors' records pertaining to lump-sum Service for assurance that the portions of the Services performed on a unit-price, cost-plus or time-and-material basis are not being charged with costs which are by their nature intended to be covered by lump sums. Contractor shall preserve and shall cause its subcontractors to preserve all the appropriate above-mentioned documents for periods of three years after the completion and acceptance or termination of Services. Contractor agrees to include the necessary provisions in its contracts with such subcontractors that will assure access by Exxon's employees or representative to applicable records of such subcontractors. Contractor

will not charge for its costs incurred with Audit. Contractor's obligations under Articles 8, 10 and 20 of this Contract shall survive any termination of this Contract.

21. HEALTH AND SAFETY

Contractors shall place the highest priority on safety and health while performing work on Exxon's property. Therefore, it will be the responsibility of Contractor to provide and maintain a safe working environment for its employees during the progress of work on Exxon's property and to adequately protect the health and safety of Contractor's agents and subcontractors and their respective employees, Exxon's employees, the public and other third parties. All tools, equipment, facilities, and other items used by Contractor and practices employed by Contractor in accomplishing the work are considered to be part of the working environment.

Contractor will prepare specific written safety and health practices and procedures for performing the work covered by this Contract. Contractor shall comply with all safety and health standards and regulation promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 as well as any other applicable federal, state, or local health and safety standards, laws or regulations. In addition, Contractor shall comply with any health and safety rules furnished to Contractor in writing by Exxon. Such rules shall be considered a part of this Contract. Before starting Services under this Contract, Contractor shall communicate such health and safety rules to all Contractor's employees prior to the commencement of Services and shall require compliance with these health and safety rules by its employees during the performance of Services. Neither compliance with these safety rules and regulations by Contractor nor Exxon's approval therein shall relieve Contractor of its obligations to always use due care in performing Services hereunder.

By signing and agreeing to the terms in this contract, Contractor certifies that each employee of Contractor and each employee of every subcontractor used by Contractor have been properly trained in performing the work under this contract in a safe manner and in the safe performance of all aspects of the work.

Prior to commencement of work, Contractor will inspect the work site and ascertain whether any health or safety hazards exist. Exxon will make available, to Contractor, and it shall be Contractor's responsibility to review, such material safety data sheets as pertain to known toxic and hazardous substances to which Contractor's employees or subcontractors are likely to be exposed while performing any particular or individual work task on behalf of Exxon. Contractor will and shall be solely responsible for notifying his employees and subcontractors of all health and safety hazards to which Contractor's employees or subcontractors will be exposed. In addition, Contractor will provide its employees and subcontractors with any personal protective equipment that is necessary for safe and healthful work performance. Whenever such protective equipment cannot be obtained by Contractor, Contractor will request Exxon's assistance in providing the equipment. Should Exxon provide such equipment, it shall be the full responsibility of contractor to inspect and approve same prior to providing it to its employees. If Exxon is unable to provide such assistance then Contractor, at Exxon's discretion, may be required to stop, at no cost to Exxon, the work for which such protective equipment is needed until such time as it obtains the necessary protective equipment. Contractor will not use equipment of any kind, including that furnished by Exxon, which is not safe for the premises of the work site or the work to be done.

Contractor shall not permit or tolerate an unsafe, unhealthful, or environmentally unsound condition or activity over which it has control to be conducted on Exxon's property. If Contractor becomes aware of any such condition, it will immediately notify Exxon and take whatever steps are necessary to eliminate, terminate, abate, or rectify the condition. Contractor also agrees to immediately inform Exxon of any unsafe, unhealthful, or environmentally unsound condition or work practice of which it becomes aware but over which it has no authority to correct. Exxon will then provide whatever assistance it can to correct any such condition or work practice.

Exxon's Representative will have the right, but not the obligation, to periodically inspect Contractor's operations for the purpose of monitoring compliance by Contractor with the health and safety requirements of this Agreement and such inspections will not diminish Contractor's complete responsibility for protecting the health and safety of its employees. If Exxon's Representative becomes

aware of an imminently unsafe condition at the work site which results from Contractor's failure to properly observe the requirements of this Article, he will have the right to immediately request Contractor to abate such condition. If the unsafe condition cannot be promptly abated, he will have the right to immediately stop, at no cost to Exxon, all work being performed at such work site or take affirmative action necessary to abate such hazard. If work is stopped, Contractor will not be permitted to restart the work until such hazard has been abated. If Exxon's Representative is made aware of a failure of Contractor to comply with health or safety regulations which does not create an imminently unsafe condition, he will have the right to notify Contractor's safety compliance personnel of such failures and direct him to abate such condition as soon as possible. If Contractor fails to abate such failure to comply within a reasonable period, then Exxon's Representative will have the right to stop, at no cost to Exxon, all work being performed by Contractor at the work site and such work will not be restarted until Contractor has abated the failure to comply.

Contractor agrees to provide immediate oral notification to the appropriate Exxon Representative of all accidents, any death or injury, and all fires connected with any activity or operation pursuant to the contract. Within twenty four hours thereafter, Contractor shall notify Exxon, in writing, of injuries that occur on the work site or in connection with any work being performed hereunder and will provide Exxon with copies of all reports or other documents filed or provided to both Contractor's insurers or the State in connection with such injury.

The requirements of this Article of this Contract are applicable to all subcontractors hired by Contractor to enter Exxon's premises and Contractor's agreement with such subcontractor will provide that subcontractor will be subject to the requirements of this Article.

The preceding paragraphs in this Article 21 are agreed by both Exxon and Contractor to be of the highest importance. A breach or violation of any of the terms of said paragraphs by Contractor will be considered to be a material and substantial breach of this Contract and upon such breach Exxon may seek removal of Contractor as provided for in Article 16 and may take any other action permitted by the terms of this Contract or under law including termination of the Contract. Nothing contained in this section of the Contract shall be interpreted as enlarging the legal duty of Exxon to Contractor or Contractor's agents, employees, subcontractors, or third parties or altering the status of Contractor as set forth in Article 5.

22. GENERAL DRUG AND ALCOHOL POLICY FOR CONTRACTORS WORKING FOR EXXON

While performing any service for Exxon on Exxon-owned or Exxon-controlled premises, Contractor's employees, agents, and subcontractors shall not: (1) be under the influence of alcohol or any controlled substance, (2) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (3) misuse legitimate prescription drugs.

Contractor has adopted or will adopt its own policy to assure a drug and alcohol free work place while performing work for Exxon on Exxon-owned or Exxon-controlled premises. As a minimum, such policy shall include the following provisions:

A. A urine drug test and/or blood test shall be used under the following circumstances:
   1) Contractor shall require pre-employment urine and/or blood drug test prior to hiring any individual to work on Exxon premises.
   2) Contractor shall require existing employees who have not been tested within the last 12 months to take a pre-access urine and/or blood drug test.
   3) During execution of an Exxon project on company premises, Contractor shall require submission to urine and/or blood drug test under the following circumstances:
      a. Following any on-the-job injury that requires treatment at a medical facility, or results in lost work time or a fatality.
      b. Following any accident which results in damage to Exxon Property.
      c. When there is a reasonable suspicion that an individual is under the influence.
      d. When an individual is found in possession of unauthorized drugs or drug paraphernalia or when such items are found in an area controlled or used exclusively by such individual.

e. NOTE: All persons involved and within the vicinity of the incidents mentioned in a - d above may have their urine and/or blood tested. If during an unannounced search unauthorized drugs, or substances are found then any and all persons on the job site may be asked to take urine and/or blood drug tests. Contractor's Project Manager shall determine the extent of testing in this instance.

B. Contractor shall keep records of all testing and searches. These records shall be available for inspection by Exxon during the project and for a period of three (3) years after project completion.

C. Contractor's testing policy will specify substances, testing, and threshold levels which comply, as a minimum, with the Department of Transportation (DOT) drug testing regulations.

D. Contractor shall comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., DOT regulations, Department of Defense (DOD) Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

Contractor will remove from Exxon-owned or Exxon-controlled premises any of its employees any time there is a reasonable basis for suspicion of alcohol/drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Exxon has the right to require Contractor to remove employees from Exxon-owned or Exxon-controlled premises any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employee may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal, that said employee was in compliance with this contract. Contractor will not use an employee to perform such work for Exxon who either refuses to take, or tests positive in, any alcohol or drug test.

Exxon may, without prior notice, search the person, possessions, and vehicles of Contractor's employees, agents, and subcontractors that are on premises owned or controlled by Exxon. As a result of such search, Contractor will replace any of its employees, agents, or subcontractors at Exxon's request. Any person who refuses to cooperate with such search will be removed from the premises and not allowed to return. Exxon shall have the right, but not the obligation, to perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement are acceptable to Exxon management.

The preceding paragraphs in this Article 22 are agreed by both Exxon and Contractor to be of the highest importance. A breach or violation of any of the terms of said paragraphs by Contractor will be considered to be a material and substantial breach of this Contract and upon such breach Exxon may seek removal of Contractor as provided for in Article 16 and may take any other action permitted by the terms of this Contract or under law including termination of the Contract. Nothing contained in this section of the Contract shall be interpreted as enlarging the legal duty of Exxon to Contractor or Contractor's agents, employees, subcontractors, or third parties or altering the status of Contractor as set forth in Article 5.

23. CONTRACT AMENDMENT

Exxon may, by written instructions or drawings issued to Contractor, require additional work and/or services directly in connection with or incidental to the Services covered by this Contract; and Exxon may, by such instructions or drawings, require Contractor to alter, change, accelerate, or omit any Services covered by this Contract. If Exxon requests any such additions, changes, alterations, accelerations or omissions which will affect the payment provisions referred to in Article 2, Charges, above, Contractor shall submit to Exxon an estimate of such increase or decrease which may be computed on the same basis as if included or excluded in the original Contract price, or Contractor may propose an alternate means of reimbursement for review by Exxon. If Exxon wishes to proceed in accordance with such estimate, Exxon shall issue to Contractor a Contract Amendment describing the services to be added or deleted, the corresponding price addition or deduction or the form of reimbursement therefore.

Field Changes may also be authorized by Exxon's Field Representative in the event conditions develop which would significantly impact the work if not expediently authorized. If Contractor has not obtained a Contract Amendment or Field Change Authorization signed by Exxon's authorized Representative, no claim for additional compensation will be allowed.

The provisions of this Contract, except as may be otherwise provided, shall apply to all such additions, changes, alterations, accelerations, or omissions as if they were embodied in the original drawing and specifications.

24. SEVERABILITY
In the event any part, term or provision of this Contract is determined by a court of competent jurisdiction to be unlawful or unenforceable, the validity and enforceability of the remaining portions or provisions shall not be affected thereby.

25. PUBLICITY RELEASES
Contractor shall obtain Exxon's approval before making publicity announcements regarding Services or its activities relating thereto. Contractor shall cause its subcontractors to comply with this requirement.

26. NOTICES
All notices and communications, except invoices, from Exxon to Contractor and from Contractor to Exxon shall be made and addressed as follows:

CONTRACTOR:
Attn: Marc W. Walraven
Eagle Construction & Environmental Services, Inc.
P. O. Box 872
Eastland, TX 76448
Telephone: (254) 629-1718
Telefax: (254) 629-8625
Off-Hours Contact: Central Dispatch Office
Off-Hours Phone Number: (800) 725-1333 or (800) 336-0909

EXXON:
Attn: Contracts/Downstream Purchasing
Exxon Company, U.S.A.
P. O. Box 4552
Houston, Texas 77210-4552
Telephone: (713) 656-1944
Telefax: (713) 656-1570

27. FEDERAL CONTRACT CLAUSES
Contractor shall comply with the Fair Labor Standards Act of 1938 and all other applicable laws, orders, rules and regulations of constituted authority. In addition:

A. Exxon is an equal opportunity employer. Contractor shall not engage in any conduct or practice which violates any applicable law, order or regulation prohibiting discrimination against any person by reason of race, color, religion, national origin, sex or age.

B. If this is a contract subject to the rules and regulations approved by the Secretary of Labor under Executive Order 11246, as amended to day, the provisions of that executive order and the implementing rules and regulations of the Secretary of Labor are by reference hereby incorporated in and made a part of this Contract.

C. If this is a contract subject to the Affirmative Action Regulations with respect to employment of the handicapped, or with respect to disabled or Vietnam era veterans, regulations contained in 41 CFR 60-741 and 41 CFR 60-250 are by reference hereby incorporated in and made a part of this Contract.

D. If this is a contract subject to the Occupational Safety and Health Act of 1970, regulations contained in Section 107 of the Contract Work Hours and Safety Standards Act, published in 29 CFR Chapter XVII, Part 1926, are by reference hereby incorporated in and made a part of this Contract.

E. Contractor warrants that Contractor has or will obtain, prior to the start of Work, all necessary permits, licenses, and approvals that are required for the Work by any and all local, state, or federal governmental agency having any jurisdiction over the Work, Services, or location where work is to be performed.

F. Contractor shall defend, indemnify, and hold harmless Exxon, and Exxon's Authorized Representative from any liability or penalty which may be imposed on Exxon or Exxon's Authorized Representative by reason of any alleged violation or violation of Law by Contractor or subcontractors and also from any claims, suits or proceedings that may be brought against Exxon or Exxon's Authorized Representative arising under, growing out of, or by reason of Services with respect to such alleged violation or violation of Law whether brought by employees of Contractor or its subcontractors, by third parties, or by any governmental authority.

28. ATTORNEY'S FEES

Should it become necessary for Exxon to engage in legal proceedings for the purposes of resisting, adjusting and compromising any claims or demands arising out of the subject matter of this agreement, or for the purposes of enforcing this agreement or recovering damages sustained by Exxon due to breach of the agreement by Contractor, Exxon will be entitled to reimbursement from the Contractor for costs, attorneys' fees and any other reasonable expenses incurred in connection with such legal proceedings.

29. HEADINGS

The Article headings are for the convenience of the parties only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions of this Contract.

30. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements related to this Contract, either written or oral, including Exxon's invitation for proposals and Contractor's proposals, except to the extent they are expressly incorporated herein. No changes, alterations, or modifications to this agreement shall be effective unless in writing and signed by the parties hereto.

In the event there is a conflict between any of the provisions hereof and any of the proposals, general conditions, specifications, or any documents, agreements, or papers of any kind which have been incorporated herein by other provisions hereof, it is understood and agreed that the provisions hereof shall be controlling.

By the signature of duly authorized representatives below, the parties hereto have executed this Contract in duplicate originals as of the day and year first above written.

(CONTRACTOR NAME)

Eagle Construction &
Environmental Services, Inc.

By: Marc W. Walraven-Vice President
(Print Name & Title)

Signature: Marc W Walraven

Date: February 17, 1998

EXXON COMPANY, U.S.A.
(a division of Exxon Corporation)

By: Elton E Forbus
Elton E. Forbus, Contract Negotiator

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EXHIBIT D

COMPENSATION

ENVIRONMENTAL SERVICES
Time and Materials Rate Schedule

I. LABOR

A. Operations and Administrative Personnel Rates -

These rates apply to personnel performing labor in support of the contract work (whether performed on-site or off-site). Rates stated below are per person per hour with a four (4) hour minimum per person per day.

CLASSIFICATION	HOURLY RATE
Administrator, Project/Logistics	45.00
Assistant, Resource	30.00
Clerical/Secretarial, Project	25.00
Disposal Coordinator	50.00
Draftsman	35.00
Foreman, Emergency Response	60.00
Foreman, Oil Spill	35.00
Foreman, Remediation	45.00
Laborer, Non-Hazardous (restocking, etc.)	22.00
Manager, Resource / Liaison	50.00
Mechanic	35.00
Officer, Site Safety	75.00
Operator, Equipment	45.00
Operator, Oil Spill Equipment	32.00
Supervisor, Emergency Response	75.00
Supervisor, Industrial Hygiene	75.00
Supervisor, Remediation	60.00
Supervisor, Oil Spill	45.00
Supervisor, Senior Project	90.00
Supervisor, High Hazard/Reactives/Explosives/Cylinder	150.00
Technician, Emergency Response	50.00
Technician, Industrial Hygiene / Environmental	45.00
Technician, Remediation	35.00
Technician, Oil Spill	26.00
Technician, High Hazard/Reactives/Explosives/Cylinder	100.00

Section 1.A Notes -

1. Standard Hours - All labor rates above are for "Standard Hours". For purposes of this Rate Schedule, "Standard Hours" is defined as the first forty (40) hours worked by the employee on a particular project during any calendar week between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, exclusive of designated holidays. A calendar week is Monday through Sunday.

2. Non-Standard Hours - For purposes of this Rate Schedule "Non-Standard Hours" is defined as: (i) all hours worked before 7:00 a.m. and/or after 4:00 p.m. Monday through Friday; (ii) all hours worked on a particular project between 7:00 a.m. and 4:00 p.m., Monday through Friday which are in excess of either eight (8) hours worked in any calendar day or forty (40) hours worked in any calendar week; and (iii) all hours worked on Saturdays and/or Sundays. Labor performed during Non-Standard Hours will be billed at one and one-half (1.5) times the rates set forth herein. Notwithstanding the above, any hours worked on a designated holiday will be billed as "Holiday Hours" pursuant to Note 3, below.

3. Holiday Hours - The rates for labor performed on holidays will be 2 times the rates set forth herein if such time would otherwise qualify as Standard Hours pursuant to Note 1, above. The rates for labor performed on the designated holidays will be 2.5 times the rates that would otherwise qualify as Non-Standard hours pursuant to Note 2, above.

4. Designated holidays are: New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, and Christmas. If any work performed is subject to a collective bargaining agreement or is performed by union employees, Eagle shall include any additional holidays provided for in the applicable collective bargaining agreement.

B. Technical, Professional, Supervisory and Other Labor Rates -

These rates apply to personnel performing labor in support of the contract work (whether performed on-site or off-site).

CLASSIFICATION	HOURLY RATE
Engineer	100.00
Geologist/Hydrogeologist, Senior	90.00
Geologist/Hydrogeologists	70.00
Industrial Hygienist / Safety Professional	100.00
Manager, Project / Operations	100.00
Scientist, Project	70.00
Scientist, Senior	90.00
Specialist, High Hazard/ Reactive/Explosives/Cylinder	150.00
Specialists/Consultants, Other	75.00 - 250.00

C. Notes Pertaining to Rates in Section 1.A and Section 1.B -

1. Oil Spill position rates apply only to response to and cleanup of petroleum oil spills and do not apply to refined products, chemicals or other materials.

2. High Hazard / Reactive / Explosive / Cylinder rates apply to projects involving: explosives or explosion risk; firefighting or risk of fire; Level A or Level B Personal Protective Equipment; unknown materials; and/or handling of highly hazardous materials. Applicability of High Hazard rates will be at the sole determination of Eagle based on project conditions.

3. The above rates apply to all personnel on the project whether actual Eagle employees or temporary labor (e.g. provided through labor services or subcontractors) and will be billed at the corresponding hourly rates above applicable to the position.

4. Eagle personnel will be billed to the contract for the time required to mobilize, service, repair and restock all vehicles and equipment used in the performance of the contract.

5. In the event any personnel scheduled above are engaged to provide expert testimony in any court or administrative preceding the rate for such person while testifying either at a deposition or hearing shall be two (2) times the hourly rate scheduled above.

6. Travel time for personnel shall be billed at the corresponding rate stated above.

II. EQUIPMENT

A. Vehicles and Trailers -

1. Emergency Response Units -

DESCRIPTION	RENTAL RATE
Tractor-Trailer, Emergency Response Unit	750.00/day and 1.00/mile
Tractor-Trailer, Chemical Transfer Unit	750.00/day and 1.00/mile
Trailer, Emergency Response	50.00/hour
Trailer, Oil Spill Response	200.00/day
Truck, Supervisor	25.00/hour and .45/mile
Truck, 2 ½ ton Emergency Response	50.00/hour and .75/mile

2. Tanks and Containers -

21,000 Gallon (500 Bbl.) Frac Tank	40.00/day
8,820 Gallon (210 Bbl.) Skid Mounted Tank	25.00/day
5,460 Gallon (130 Bbl.) Portable Fiberglass Tank	25.00/day
500 to 2000 Gallon Skid Mounted Tank	25.00/day
Roll-Off Box - 25 c.y. Water Tight w/Bows and Tarp (DOT Approved)	14.00/day
Roll-Off Box - 25 c.y. Water Tight w/Sliding Steel Top (Dot Approved)	14.00/day
Vacuum Box - 25 c.y. (DOT Approved)	52.00/day
Set and Pickup Fee for Tanks and Roll-Offs	70.00/hour

Note: All tanks and containers will be inspected when released. Clean out charges will be based upon actual contents left in tank (clean out plus disposal). Clean out, if needed, will be a minimum of $250.00.

3. Other Units -

DESCRIPTION	RENTAL RATE
Trailer, 48 ft. Command	750.00/day
Trailer, 28 ft. Mobile Office Unit	350.00/day
Trailer, Rehab/Decon	500.00/day
Trailer, Boom	75.00/day
Trailer, Equipment Storage	100.00/day
Trailer, End Dump (5 c.y.)	300.00/day
Trailer, Fuel	150.00/day
Trailer, Utility	100.00/day
Trailer, Reactives/ Explosives	1,000.00/day
Truck, ½ - 3/4 ton	12.50/hour + .45/mile

DESCRIPTION (continued)	RENTAL RATE
Truck, 1 ton 2x4	20.00/hour + .45/mile
Truck, 1 ton 4x4	25.00/hour + .45/mile
Truck, 2 ½ ton	27.50/hour + .75/mile
Van, Safety / Industrial Hygiene	350.00/day + .45/mile
Vehicle, All Terrain, 4 Wheel Unit	250.00/day + Fuel
Vehicles, All Terrain Mule, 4 Wheel Unit	350.00/day + Fuel
Vehicle, All Terrain, 6 Wheel Unit	350.00/day + Fuel
Vehicle, Utility (Sedan/Van)	12.50/hour + .45/mile

Note: Rental shall be charged on a daily basis plus mileage, if so indicated. All other items will be charged on an hourly basis plus mileage at the rate indicated above with a minimum charge of four (4) hours per day. For purposes of computing rental charges, the term "calendar day" connotes a 24 hour period of time beginning at 00.00 hours and ending at 23.59 hours. The rental period begins when an item of equipment is mobilized or otherwise first made available for use on the Work and continues until such equipment is returned to Eagle for use of other projects or is returned to a third party supplier.

B. Heavy Equipment (Rates Include Operators)

DESCRIPTION	HOURLY RATE
Backhoes (Standard and Extended Stick)	
Case 580	65.00
Cat 416	65.00
Cat 426 Four Wheel Drive	65.00
Case 480	65.00
w/Hydraulic Concrete and Pavement Breaker	75.00
w/Hydraulic Vibratory Compactor	75.00
John Deere 300B	55.00
Excavators	
Hitachi EX 300	125.00
w/Grapple	130.00
Komatsu PC300	125.00
w/Grapple	130.00
Komatsu PC220	115.00
w/Grapple	120.00
Komatsu PC210	100.00
w/Grapple	105.00
w/Concrete Ram	150.00
w/Universal Processor	175.00
Komatsu PC200	100.00
w/Grapple	105.00
w/40 Ton Hydraulic Shear	175.00
Cat 215	100.00
w/Grapple	105.00
Front End Loaders	
Cat 963 (Track Type) w/Rear Rippers	85.00
Cat 928 (2 1/2 c.y. Bucket)	70.00
International 520 - 2 1/2 c.y. Bucket	70.00

Cat 926 - 2 1/4 c.y. Bucket	70.00
International 510 - 2 c.y. Bucket	65.00

Dozers *

Cat D6	70.00
w/Grubber or Rake	70.00
w/Tandem Disc Plow	80.00
Cat D5 w/6 Way Blade and Winch	70.00
John Deere 450G w/6 Way Blade and Winch	70.00
Cat D4 w/ 6 Way Blade	70.00

* Add ten dollars ($10.00) per hour for winch dozer, if winch is requested.

Fork Lifts

International 520	70.00
Backhoe w/Forks	65.00
Clark C500 (2 1/2 Ton)	50.00
Clark IT40 (2 Ton)	45.00

Cranes

15 Ton Loraine 150	75.00
15 Ton Galion	75.00

Miscellaneous

Maintainer - 570A John Deere	65.00
Vibratory Compactor - Cat 563	65.00
Vibratory Compactor - Bomag 172	60.00
Farm Tractor w/Tiller, Mower or Shredder	45.00

Note: A four (4) hour minimum will apply to all heavy equipment. Permits for oversized equipment transportation will be charged at cost plus twenty percent (20%). Escorts, if required, will be an additional charge in accordance with applicable rates for personnel and vehicles.

C. Trucks (Rates Include Operators) and Trailers

Vacuum/Transport Trucks

Vacuum Truck - 7,000 Gallon (167 Bbl.)	70.00
Vacuum Truck - 5,880 Gallon (140 Bbl.)	70.00
Vacuum Truck - 3,360 Gallon (80 Bbl.)	70.00
Transport Truck (No Pump) - 5,880 Gallon (140 Bbl.)	65.00

Dump Trucks

Dump Truck (20 to 40 c.y.)	60.00
Dump Truck (12 to 14 c.y.)	45.00
Volvo 6 Wheel AWD (20 c.y.)	85.00

Roll-Off Box Trucks

Tractor Trailer Unit	70.00
Bobtail	70.00

Miscellaneous

Tractor w/40' Float	55.00
Tractor w/2 Axle Lowboy	60.00
Tractor w/3 Axle Lowboy	75.00
Tractor w/4 Axle Lowboy and Jeep (Heavy Haul)	90.00
Winch Truck	70.00
Welding Truck (Fully Equipped)	35.00

Note: A four (4) hour minimum will apply to all trucking. Permits for oversized loads will be charged at cost plus twenty percent (20%).

D. Pumps and Accessories -

DESCRIPTION	DAILY RENTAL RATE
Compressor, Air (100-185 CFM)	150.00 + Fuel
Compressor, Corken	1,100.00 + Rebuild Costs
Fittings Charge for Transfers	250.00 per Project

Hoses

Air Hose	.20/foot
Anhydrous Ammonia	15.00/foot
Discharge (Flat)/Suction (Rubber) - 1 inch	.25/foot
Discharge (Flat)/Suction (Rubber) - 2 inch	.36/foot
Discharge (Flat)/Suction (Rubber) - 3 inch	.50/foot
Discharge (Flat)/Suction (Rubber) - 4 inch	.55/foot
Discharge (Flat)/Suction (Rubber) - 6 inch	.65/foot
Hydrocarbon	5.00/foot
Liquefied Petroleum Gas	15.00/foot
Monel	40.00/foot
Polyethylene, Cross Link	10.00/foot
Teflon, Rubber Jacketed	20.00/foot
Teflon, Stainless Steel Wrapped	30.00/foot

Pumps, Chemical Transfer

3" Carbon Steel Double Diaphragm	95.00 + Elastomer
2" Carbon Steel Double Diaphragm	75.00 + Elastomer
2" S/S Double Diaphragm	250.00 + Elastomer
2" Aluminum Double Diaphragm	100.00 + Elastomer
2" Poly Double Diaphragm	250.00 + Elastomer

Pumps

Corken	850.00 + Rebuild
Peristaltic (2 inch)	150.00 + Rebuild
Roper, (3 inch)	250.00 + Rebuild
Submersible (2 inch)	100.00 + Rebuild
Trash (2 inch)	75.00 + Rebuild
Trash (3 inch)	100.00 + Rebuild
Wash, Floating	100.00 + Rebuild
1" Poly/Aluminum	75.00 + Rebuild
2" Centrifugal	75.00 + Rebuild

3" Centrifugal	85.00 + Rebuild
4" Centrifugal	180.00 + Rebuild
6" Centrifugal	210.00 + Rebuild
2" Grundfos	250.00 + Rebuild

E. Marine Equipment

Boats

12' - 16' Workboat w/Outboard Motor	150.00 + Fuel

Boom

Anchor and Float	25.00/set
10" Containment	1.10/foot
18" Containment	1.50/foot
Mini	.75/foot

Skimmers and Recovery Equipment

Foilex Mini Skimmer	250.00
Manta Ray Floating Skimmer	150.00
Skim Pac, Small	100.00

F. Testing Equipment

Area/Personal Air Monitors	75.00
Combustible/Oxygen Multiple Gas Detector	100.00
Combustible/Oxygen Gas Detector	50.00
Direct Reading Detector	300.00
Drager Pump (detector tubes additional)	50.00
Flame Ionization Detector (FID)	150.00
Haz-Cat Analysis	35.00/test
Hydrocarbon Field Test Kit	45.00/test
Interface Probe	100.00
Mercury Vapor Meter	150.00
Noise Dosimeter	100.00
pH Meter	50.00
Photoionization Detector (PID)	120.00
Slim Tube Sampler	100.00
Split Spoon Sampler	105.00
Sub-surface Soil Sampler	75.00
Water Level Indicator	50.00
Water Quality Logger (YSI/Grant)	350.00

G. Other Equipment

Air Compressor	150.00 + Fuel
Blast Protection Shield	150.00
Blower, Gas Powered Backpack	30.00
Blower, Manhole	60.00
Extra Ducting for Manhole Blower	1.25/foot
Cattle Guard, Driver Over Decon Unit	150.00
Chainsaw	60.00
Camera	25.00 + film and developing
Computer	25.00
Copier	25.00 + supplies

Fan/Air Driver Blower	200.00
Coring Machine	200.00
Cutter, Brush	75.00
Cylinder Containment Device	150.00 (500.00 min. charge)
Cylinder Tapping Device	1,000.00/use
Fax, Portable	25.00 + supplies and airtime
Generator, 10 Kilowatt or less	104.00
Generator, 50-65 Kilowatt or less	225.00
Global Positioning System Unit	50.00
Hammer, Air	42.00
Hand Tools (Shovel/Rake/Small Tools)	15.00 (one time charge per tool)
Heater, Space	70.00
Hot Tap Unit	500.00/use + supplies
Hydraulic Shears/Spreaders w/power pack (plus replacement blades at 20% markup)	1,250.00
Hygrometer	24.00
Lights, Explosion Proof (Drop)	39.00
Lights, Quartz Demolition	32.00
Light Plant, 4000 Watt	195.00
Phone, Mobile	25.00 + $1.00/minute of airtime
Post Hole Digger, 2 Man (Gas)	100.00
Pressure Washers, Cold:	
3,000 PSI or less	200.00 + hose
10,000 PSI Hydroblaster 40 GPM	500.00 + hose
Pressure Washers, Heated	250.00
Printer, Portable	25.00 + supplies
Radio, Base	100.00
Radio, Hand-Held	25.00
Radio, Repeater	350.00
Reactive Chemical Carrier	50.00/use
Remote Drilling Apparatus	150.00/use
Retrieval Device (Winch & Tripod)	150.00
Saw, Multi-Purpose 12"`	52.00
Skid, Explosive Containment'	250.00
Suit, Fire Repel Protective	300.00
Tank, 2000 Gallon Polyethylene	125.00
Tank, 2000 Gallon Stainless Steel Water Treatment	125.00
Tank, Electric Chemical Mixer	15.00
Tent, Rehab / Storage	50.00
Tool Kit, Non Sparking	100.00
Vacuum, HEPA	80.00
Vacuum, Mercury	150.00
Watercan / Ice Chest	5.00 + supplies
Wheelbarrow	24.00

H. Other Rental Provisions -

The following rental provisions apply to the extent they do not conflict with any of the Notes following the respective sections above.

1. The rates scheduled above apply to equipment utilized by Eagle in the performance of the work. Rental shall be charged for all hours the equipment is in the possession of Eagle employees performing work at the work site, whether or not such equipment is in constant use, and during transport of such equipment.

2. For those items of equipment for which rental is expressed as a day rate, the day rental rate shall apply to each 24 hour period during which the equipment is in

possession of Eagle employees performing work, regardless of the number of shifts on which such equipment is utilized during such 24 hour period. The minimum rental period for daily equipment is one (1) day.

3. The rates on rental equipment do not include pick-up, delivery, fuel, oil and grease, tarps, and/or demurrage, which will be charged at cost plus twenty percent (20%).

4. Equipment not owned by Eagle will be charged at cost plus twenty percent (20%).

5. Equipment damage that occurs beyond the reasonable control of Eagle will be repaired or replaced at cost plus twenty percent (20%)

III. PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

A. Disposable Protective Clothing and Respiratory Items -

DESCRIPTION	RATE
Booties, Saranex	5.25/pair
Booties, Tyvek	2.10/pair
Boots, Chemical	55.00/pair
Boots, Firefighting	160.00/pair
Boots, Latex Overshoe	6.00/pair
Breathing Cartridge:	
HEPA Racal	53.50 each
Mersorb, Mtl/Mercury Vapors/Chlorine	31.00/pair
GME-H, Vap/Chlorine/Asbestos/Rad.	27.00/pair
GHD-H, Ammonia/Methylamine/Rad.	23.00/pair
GMD, Ammonia/Methylamine/Rad.	14.00/pair
GMP, Pesticide/Paint/Dust/Vapors	15.30/pair
Gloves:	
Liners	1.00/pair
4H Protective	9.60/pair
Brown Jersey Cotton	2.50/pair
Neox 14"	8.50/pair
Nitrile	4.25/pair
Petroflex	3.50/pair
Raw Hide Leather	12.00/pair
Sample	1.05/pair
Suits:	
Armor, Body	50.00/day
Flash Suits, Fire Repel Proximity	300.00/day
Level A Responder (Airline)	850.00 each
Level A Responder (SCBA)	650.00 each
Level A Flash Cover	990.00 each
Level B KAP80545	98.50 each
Level B KAP80586	165.00 each
Level C KAP80434	75.00 each
Rain Slicker	49.50 each
Reactive Chemical Suit	300.00/day

Saranex w/Hood and Feet	25.70 each
Vest, Cool	25.00/day
Tyvek	10.50 each

B. Additional Items -

Breathing Air Line - 50 feet	15.00/day
Breathing Air Refills (Low Pressure)	10.00/40 cf btl
Breathing Air Refills (High Pressure)	15.00/65 cf btl
12 Cylinder Pack of Breathing Air	120.00/day
Escape Pack 5 Minute	30.00/day
Manifold and Regulator	90.00/day
Portable Breathing Air System (Class C, Grade D)	210.00/day
SCBA 30 Minute	40.00/day
SCBA 60 Minute	52.00/day

IV. MATERIALS

Absorbents

All Purpose (Granular)	8.50/bag
Boom, 5" x 10' (100 foot bdl)	98.00/bdl
Boom, 8" x 10' (40 foot bdl)	180.00/bdl
Dri-Zorb Hi-BTU	15.00/bag
Fiberpearl	19.00/bag
Mop Heads	9.25 each
Pads, 18" x 18" (100 pads/bdl)	75.50/bdl
Peat Moss, 4 cubic feet	48.00/bag
Snare (30/bdl)	50.00/bdl
Sawdust	5.40/bag
Sorbent Roll (100 feet)	125.00/roll
Sorbent Sweep (100 foot bdl)	90.00/bdl
Viscous Sweep (100 foot bdl)	3.25/bdl
Boxes, DOT Shipping	27.70 each
Brooms (Street)	22.00 each
Brooms (Com)	11.50 each

Chemicals

Citric Acid (50 lb.)	140.00/bag
Deionized Water	2.67/gallon
Hydrochloric Acid	2.10/gallon
Lime (50 lb)	14.75/bag
Soda Ash (50 lb)	14.75/bag
Sodium Hypochlorite Solution, 15%	4.75/gallon
Sulfarnic Acid (50 lb)	77.50/bag

Bags (Unmarked) 6 mil	2.25 each
Brush, Decon	9.88 each
Can, Pollution	11.00 each
Decon Pools	9.75 each
Desudser	37.50/gallon
Detector / Colormetric Tubes	10.50 each

Drums

5 Gallon DOT	14.00 each
5 Gallon	13.25 each
14 Gallon Poly	44.00 each
15 Gallon Steel	50.00 each
15 Gallon Poly	49.90 each
20 Gallon Poly	40.50 each
30 Gallon Poly	65.00 each
55 Gallon Poly	71.20 each
55 Gallon Steel	66.00 each
85 Gallon Poly	287.50 each
85 Gallon Steel	207.00 each
1 Cubic Yard HAZMAT Box	149.80 each
Fencing, Construction (100 ft roll)	90.00/roll
K-Rite 3000	18.00/gallon
Mighty Red, Cleaning Solution	4.75/gallon

Jars

Sample, 4 oz.	4.25 each
Sample, 6 oz.	7.25 each
Sample, 8 oz.	7.25 each
Sample, 16 oz.	11.00 each
Sample, 32 oz.	11.00 each
Liners, Roll-Off or Truck	50.00 each
PCB Wipe Sample 1 oz. and Container	4.30 each
pH Sticks	11.00/package
Polyethylene Sheeting (20' x 100' roll) 6 mil	75.00/roll
Posts, "T"	8.50 each
Pump, Barrel Siphon	23.50 each
Pump Sprayers (Hudson)	64.00 each
Reactive or Explosive Detonation	525.00/detonation
Rope, 1/4 Nylon (500 ft/reel)	.30/foot
Rope, 1/4" Poly (600 ft/reel)	48.00/reel
Rope, 1/2" Nylon (250 ft/reel)	.75/foot
Rope, 1/2" Poly (600 ft/reel)	170.00/reel
Rope, 3/4" Poly (600 ft/reel)	378.00/reel
Tape, Caution	36.75/roll
Tape, Duct	6.30/roll
Tape, Haz Mat	38.75/roll
Tubes, Colliwasa	21.00 each
Vermiculite (6 cubic foot) Bag	19.80/bag
Wipes, Woven Cotton	7.75/lb.

Section IV Notes -

1. The foregoing prices shall be applied to all materials on the schedules above which are utilized in the performance of the work, whether shipped to the site from Eagle inventory, shipped directly to the site form Eagle's sources or purchased locally by Eagle from either an affiliated or non-affiliated entity.

2. During the course of performance of the work, Eagle may add additional materials to the schedules above at rates to be determined by Eagle and approved by Customer.

V. REIMBURSABLES

A. Insurance and Risk Fee -

If the contract requires labor to be performed over, adjoining and/or in water such that the U.S. Longshoremen's and Harbor Workers' insurance or Jones Act insurance apply, then such insurance will be charged at cost plus twenty percent (20%) . In addition, the total labor charges will be increased by 30% to compensate for related risks attendant to the work. If the project requires work outside of the United States, additional insurance costs to maintain Eagle's coverage currently in force will be added and charged at cost of such coverage plus twenty percent (20%).

B. Non-Scheduled Materials and Subcontract Services -

The compensation paid Eagle for any materials, subcontractors, suppliers and vendors utilized by Eagle in performance of the work which is not listed in the above schedules shall be cost of the item or services plus twenty percent (20%) in addition to the labor and equipment time necessary to arrange, obtain or otherwise handle same.

C. Minimum Protective Equipment -

Basic minimum protective equipment such as hard hats, safety goggles, safety shields, steel toe boots, and Eagle's standard coveralls are provided by Eagle but not included in the schedules above. Eagle shall be compensated for these items by the application of a charge of $10.00 per person for each day the person is on the work site and billable to the contract. An additional daily charge of $75.00 per person per day will be added for firefighting, fire or explosive risk conditions. An additional daily charge of $30.00 per day per man will be added for cold weather conditions (below 0 degrees F). For Oil Spills, a Daily PPE charge of $35.00 per day per man to cover normal usage of oil spill clean up PPE (tyveks, gloves and overshoes) will be charged; usage above normal levels will be billed at standard unit rates.

D. Travel, Lodging and Per Diem -

For all employees who do not reside in the local commuting area for the site of the work, Eagle shall be reimbursed for costs incurred for employee travel to and from the work site on the basis of Eagle's costs incurred for such travel plus twenty percent (20%) mark-up on such costs. For all employees who do not reside in the local commuting area for the site of the work, a lodging and per diem charge of $80.00 per day per man shall be due for each day such employee is present at the locale of the work. Examples of the local commuting area are the Dallas/Fort Worth Metroplex or the Houston metro area within 30 miles of the project site.

E. Freight/Transportation Charges -

Eagle shall be compensated for costs incurred for the transportation of equipment and materials to the site of the work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work, on the basis of Eagle's cost for such transportation plus twenty percent (20%).

F. Taxes and Permits -

The rates contained in this schedule are exclusive of federal, state and local sales or use taxes and any permits incident to performance of the work. Eagle shall be compensated for all costs incurred for state, federal or local sales or use taxes and/or the cost of any necessary permits on the basis of Eagle's cost plus twenty percent (20%).

G. Licenses, Easements and Rights of Way -

In the event Eagle is required to purchase any licenses, easements, or rights of ingress or egress to obtain access of right-of-way to property necessary to perform the work, Eagle shall be compensated for all costs incurred for such licenses, easements or rights on the basis of Eagle's actual cost incurred plus twenty percent (20%). In the event Eagle is required to construct any rights-of-way and/or pavements or other property as a result of the work, Eagle shall be compensated for such work performed on the basis of Eagle's actual cost plus twenty percent (20%).

EEF:
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EXHIBIT I

LIST OF EXXON FACILITIES

Location	Address
Irving Terminal	1201 East Airport Frwy Irving, TX 75062-4816
South Houston Terminal	10501 E. Almeda Houston, TX 77051-2204
North Houston Terminal	8700 North Freeway Houston, TX 77037

EXHIBIT J

CONTRACTOR'S PARTICIPATING LOCATIONS

Location	Address
Eastland	Corporate Office P. O. Box 872 Eastland, TX 76448
Houston	7875 Market Street Houston, TX 77029

Exxon Company, U. S. A. Exxon Chemical Company

EXHIBIT H

Contractor Drug, Alcohol and Contraband Policy Requirements

1. **Purpose**
To insure a safe, healthy, and productive work environment for the employees of Contractor and Exxon and others on Exxon property, to protect Exxon property and assets, and to ensure efficient operations, Contractor shall have and enforce a written policy on drugs, alcohol, and other prohibited items that, at a minimum, meets the requirements outlined below ("Contractor's Policy").

2. **Definitions**
   A. *Contractor Personnel* -- any of Contractor's employees, agents, subcontractors or subcontractors' employees working on Exxon Property.

   B. *Exxon Property* -- All real or tangible personal property, including facilities, buildings, vehicles, products and equipment either owned or controlled by Exxon.

   C. *Prohibited Substances* -- (1) illicit or unprescribed drugs, controlled substances and mood or mind altering substances, (2) prescribed drugs used in a manner inconsistent with the prescription, and (3) alcoholic beverages.

   D. *Reasonable Suspicion* - A belief based on objective and articulable facts sufficient to lead a supervisor to suspect.

   E. *Under the Influence* -- (1) the presence of a Prohibited Substance, or metabolites of a Prohibited Substance in body fluids above the cut-off level established by Contractor's Policy, or other commonly accepted cut-off level and/or (2) the presence of a Prohibited Substance that affects an individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance.

3. **Prohibitions**
Unless specifically authorized in writing by Exxon, Contractor's Policy and its implementation shall prohibit Contractor and Contractor Personnel from the following:

   A. Using, possessing, selling, manufacturing, distributing, concealing, or transporting on Exxon Property any of the following items:

      i. Any Prohibited Substance;

      ii. Contraband, including firearms, ammunition, explosives, and weapons;

      iii. Illicit drug equipment or paraphernalia.

   B. While on *Exxon Property* possessing or using prescription drugs or over-the-counter medication that may cause impairment except when all of the following conditions have been met:

      i. Prescription drugs have been prescribed by a licensed physician for the person in possession of the drugs.

      ii. The prescription was filled by a licensed pharmacist for the person possessing the drugs.

iii. The individual notifies his supervisor, if he will be in possession of, or using, impairment-causing prescription drugs or over-the-counter medication and appropriate steps are taken to accommodate the possibility of impairment, including but not limited to, removal from work for the period of possible impairment.

C. Being Under the Influence of Prohibited Substances while performing any work for Exxon.

D. Switching or adulterating any urine, blood or other sample used for testing.

E. Performing work for Exxon if that person has tested positive, or refused testing, in any employment-related test except that Contractor Personnel seeking access to Exxon Property may be considered if the positive employment-related test in question was an initial pre-employment test administered more than twelve months before and the employee will not perform in a designated-like position. The prohibition in part 3(E) will not apply to Contractor Personnel seeking access to Exxon Property for low-exposure positions whose employment-related positive test did not occur during employment on Exxon Property, or work.

F. Upon request Contractor will certify in writing that it has enforced all provisions of Paragraph 3.

4. **Searches and Inspections**
On Exxon Property Exxon may, at any time, have Exxon supervisors, Contractor supervisors and/or authorized search and inspection specialists, including scent-trained animals, conduct unannounced searches and inspections of Contractor and/or Contractor Personnel and their property; that property may include, but is not limited to, the following: wallets, purses, lockers, baggage, offices, desks, tool boxes, clothing, and vehicles.

5. **Testing**
A. Categories

All Contractor Personnel shall be assigned to one of the following categories based on the individual's job function:

Comparable-to-Designated: Has a high exposure to a catastrophic operational incident; has a direct role in operations where failure could result in serious harm to public or employee well-being, company assets, or the environment; and has no direct or very limited supervision available to provide operational checks.

Safety-Sensitive: Has a high exposure to catastrophic operational incident and has access to operations where failure could result in serious harm to public or employee well-being, company assets, or the environment.

Low-Exposure: Has an indirect role and no access to operations where failure could result in serious harm to public or employee well-being, company assets or the environment.

All positions are "safety-sensitive" unless a position, or positions, is/are identified as "low-exposure" or "comparable-to-designated" in Attachment 1 to this exhibit. If during the course of this contract, Exxon determines that additional positions require treatment as "low-exposure" or "comparable-to-designated," Exxon may at its sole discretion, after notifying the Contractor of a change, or changes, modify Attachment 1. Exxon must confirm the modification in writing.

Contractor shall ensure that alcohol and drug tests are conducted according to the following requirements as defined in Paragraph B below:

Job Category	Reasonable Suspicion	Post-Incident	Pre-Access	Random
Comparable-to-Designated	X	X	X	X
Safety-Sensitive	X	X	X	
Low-Exposure	X	X		

In addition, executives of Contractor are encouraged to be subject to the same random alcohol and drug-testing program that they require of their employees to demonstrate commitment to a substance-free workplace.

B. Requirements

i. Pre-Access Testing:

a. Each Contractor Personnel requiring pre-access testing must have received a negative result on a comprehensive alcohol and drug test within the 12 months preceding that Contractor Personnel's first access to Exxon property. In addition each Contractor Personnel requiring pre-access testing must have received a negative result on a comprehensive alcohol and drug test in any calendar year in which that Contractor Personnel performs work on Exxon Property. Upon Exxon's request Contractor shall so certify in writing. Contractor shall not send laboratory test results to Exxon.

b. A single letter certifying negative test results for all Contractor Personnel requiring site access is preferred.

c. Contractor will provide no information to Exxon identifying individuals who have positive pre-access tests.

ii. Random Testing:

a. Contractor Personnel requiring random testing must be subject to unannounced and continuous random selection and testing for Prohibited Substances while performing work for Exxon.

b. The number of tests randomly conducted during each calendar year must be at least the current DOT required percentage or, where testing is not required by DOT, at least fifty percent (50%) of the number of Contractor Personnel in the random selection pool.

iii. Post-Incident Testing:

a. If Contractor or Exxon determines from the best information available immediately after a work-related incident that performance of one or more Contractor Personnel contributed to the incident, or cannot be completely discounted as a contributing factor to the incident, Contractor shall remove that/those individual(s) from Exxon Property and surrender his/her/their site credentials to Exxon. For purposes of this part "incident" means an incident that caused personal injury requiring medical treatment beyond first aid administered at the work site, or property damage of more than $100, or an incident that carried the potential for serious personal injury or significant property damage,

b. An individual so removed will be allowed to return to work on Exxon Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and the Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification the Contractor will include a consent signed by the individual permitting disclosure to Exxon of the test result. See Attachment 2.

iv. Reasonable Suspicion Testing:

a. Upon Reasonable Suspicion of Contractor or Exxon that a Contractor Personnel is Under the Influence of a Prohibited Substance while on Exxon Property, Contractor shall remove the individual from Exxon Property and surrender his/her site credentials to Exxon.

b. An individual removed from Exxon Property for Reasonable Suspicion will be allowed to return to work on Exxon Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and the Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification the Contractor will include a consent signed by the individual permitting disclosure to Exxon of the test result. See Attachment 2.

C. Contractor's Policy will specify substances, and threshold levels that comply, at a minimum, with the Department of Transportation (DOT) alcohol and drug testing regulations. Contractor shall adopt collection, chain-of-custody and other related procedures consistent with sound industry practice. Contractor will include alcohol in any test panel regardless of any lesser DOT requirement. Contractors that do not have an existing program are strongly encouraged to adopt Exxon's alcohol and drug testing standards.

D. Contractor shall use only testing laboratories that are properly certified under a recognized state or national program.

6. **Non-Compliance**

Any Contractor Personnel found in violation of Contractor's Policy or who refuse to cooperate with the searches and tests included in Contractor's Policy shall be permanently removed by Contractor from Exxon Property and from performing work for Exxon. Contractor must immediately notify Exxon that the individual has become "disqualified under Exhibit H". Contractor will immediately review with Exxon the nature of the work previously performed by the individual. At Exxon's request Contractor shall, at its sole cost and risk, inspect all work in which the individual may have participated, and submit a written report to Exxon that documents the inspection, any findings, and the actions taken to assure all deficiencies have been corrected.

7. **Drug Awareness**

Contractor warrants that Contractor Personnel performing work have each been fully informed of the requirements of this Exhibit and Contractor's Policy, and that before beginning work each has signed a written certification that he has been so informed and agrees to be bound by those requirements.

8. **Exemptions**
   Local Exxon management may, at its sole discretion, grant certain exemptions to Contractor from the requirements of Contractor's Policy. Exemptions are valid only if in writing. No exemption will be construed by Contractor as a promise of any future exemptions. Any exemption granted to Contractor may be revoked by local Exxon management at any time.

9. **Special Provisions -- Exxon-Approved Consortium**
   Enrollment in, and maintenance of, "active status" in an Exxon-approved consortium that requires pre-enrollment testing and continuously subjects active members to random drug and alcohol testing at an annual effective rate of at least 50% will be recognized as satisfying Exxon's pre-access and random testing requirements. Upon request, Exxon will provide Contractor with a list of all approved consortiums. Contractor may request approval by Exxon of other consortiums.

10. **Applicable Laws**
    Contractor shall comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., DOT regulations, Department of Defense (DOD) Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

11. **Audit**
    A. Contractor shall keep records required by this exhibit available for inspection by Exxon during the term of this agreement and for a period of three (3) years after its termination.

    B. Exxon shall have the right, at its discretion, to perform unannounced audits of the Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement comply with these guidelines.

    C. At Exxon's request Contractor will provide separate lists of Contractor Personnel (including name and Social Security Number) who were eligible for Exxon work on a date specified by Exxon in Safety-Sensitive Contractor Positions or Jobs Comparable to Designated Positions. Upon further request, Contractor will provide Exxon with the following information on each alcohol and drug test conducted for each Contractor Personnel identified by Exxon from those lists:

       1) date of and type of test (e.g. random, pre-access)
       2) laboratory chain-of-custody identification number and/or test number.

       Contractor will obtain an agreement from any consortium, specimen collection service, laboratory and/or Medical Review Officer providing drug/alcohol testing services under this agreement that upon submission by Exxon of a list, or lists, of Social Security Numbers, chain-of-custody ID numbers and test dates: 1) the laboratory will verify that the tests were conducted as represented; and 2) the laboratory and/or Contractor Medical Review Officer will provide a sworn statement that each of the tests identified by Exxon were confirmed as negative or that it/he cannot so swear.

Exhibit H

Attachment 1

Job Categories and Exemptions

All Contractor Personnel will be working in Safety Sensitive positions except those shown below.

- The following positions and/or personnel will be considered in jobs Comparable to Exxon "Designated":
  -
  -
  -
  -
  -
  -
- The following positions and/or personnel will be considered in jobs that are Low Exposure:
  -
  -
  -
  -
  -
  -

Exxon management has approved the following exemptions from Contractor's Drug and Alcohol requirements:

-
-

Exhibit H
Attachment 2

Contractor For Cause / Post Incident Return to Work Certification and Contractor Personnel Consent to Disclosure to Exxon

_____ certifies that _____ was tested
(Contractor) (Tested Contractor Personnel)

on _____ at _____ and that the result of the required alcohol and drug test
(date) (time)

was negative.

_____	_____
Test Id #	Tested Contractor Personnel S.S.N.

_____ _____
Authorized Contractor Representative Signature

Title

_____
Date

CONSENT AND AUTHORIZATION FOR DISCLOSURE TO EXXON of DRUG TEST RESULTS AND RELATED INFORMATION

I hereby ***consent to disclosure*** by Contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test result identified above and any related information to Exxon and/or Exxon authorized agents, assigns or representatives.

_____ _____
Employee Printed Name Signature

_____ _____
Social Security Number Date

Exxon Company, U. S. A. Exxon Chemical Company

EXHIBIT H

Contractor Drug and Alcohol Policy Requirements

- Low Exposure -

1. Contractor's employees, agents, and subcontractors (Contractor Personnel) shall not be under the influence of, use, possess, distribute or sell alcoholic beverages, or illicit or controlled drugs for which the person has no valid prescription, use, possess, distribute or sell drug paraphernalia, or misuse legitimate prescription or over-the-counter drugs on Exxon real or tangible personal property (Exxon Property). Under the Influence means: (1) the presence of: (a) illicit or controlled drugs or mood or mind altering substances, (b) prescribed drugs that are used in a manner inconsistent with the prescription, (c) alcoholic beverages, or (d) metabolites of any of them in body fluids above the cut-off level established by Contractor's Policy; and/or (2) the presence of any of those substances that affects an individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance.

2. Contractor has adopted, or will adopt, its own policy to assure a drug and alcohol free work place on Exxon Property ("Contractor's Policy").

3. Contractor will permanently remove any Contractor Personnel who violates Paragraph 1 on Exxon Property.

4. Contractor will remove any Contractor Personnel from Exxon Property any time Contractor or Exxon suspects that individual of alcohol/drug use, or any time an incident occurs where drug or alcohol use could have been a contributing factor. An individual so removed will be allowed to return to Exxon Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from Exxon Property, and Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification Contractor will include a consent signed by the individual permitting disclosure to Exxon of the test result. Contractor will not use an individual to perform work for Exxon who either refuses to take, or tests positive in, any alcohol or drug test.

5. Contractor's Policy and its implementation shall prohibit contractor and contractor's personnel from using, possessing, selling, manufacturing, distributing, concealing, or transporting on Exxon Property any contraband, including firearms, ammunition, explosives, and weapons.

6. Exxon may, without prior notice, search the person, possessions, and vehicles of Contractor Personnel on Exxon Property. Any person who refuses to cooperate with such search will be removed from Exxon Property and not allowed to return.

7. Contractor will comply with all applicable federal, state and local drug and alcohol related laws and regulations, e.g., Department of Transportation regulations, Department of Defense Drug-Free Workplace Act of 1988.

8. Exxon shall have the right to perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's Policy and enforcement is acceptable to Exxon management.

EXHIBIT G
Exxon Contractual Safety Requirements For Retail Facilities

I. INTRODUCTION

These rules and procedures, which are incorporated as a part of Exxon's Construction Contract, Work Order, Continuing Service Contract, Continuing Environmental Service Contract, Area Maintenance Agreement, or other related Exxon contracts, must be complied with by each Contractor, his subcontractors, and employees, when working in or at Exxon facilities. The primary purpose of the guidelines discussed in this document is to prevent accidents which may result in personal injury or property damage.

It is important to recognize that the rules and procedures contained herein cannot cover all situations. They do not relieve the Contractor of its responsibility to use good judgment at all times.

II. GENERAL

Contractor shall perform all work in accordance with any applicable local municipal, state , or federal laws, rules, regulations, or ordinances, including the Occupational Safety and Health Act, as well as Exxon's standards. Any Exxon safety standards or procedures shall be deemed the minimum standard for such Contractor who shall supplement such standards to the degree necessary to ensure the safety of all persons and property at such site. Contractor shall be solely responsible for investigating the site prior to any proposed work or commencement of any activities for any conditions or defects, latent or obvious, which may pose a risk to any person or property and shall adjust his work practices and procedures to take such conditions into account. Contractor understands that Exxon is relying upon Contractor's expertise and experience in the safe performance of Contractor's work.

Exxon shall have the right, but not the duty, to observe all or part of the performance of Contractor's work. Such observation shall be for the purpose of Exxon ascertaining whether Contractor appears to be in compliance with the terms of this agreement. Consequently, Contractor understands and agrees that any such observation does not constitute supervision, does not impose a duty upon Exxon to halt or redirect work being performed in an unsafe manner, and does not in any way alter Contractor's sole obligation to assure the safety of persons or property.

In the event the station is to remain in operation during part or all of the performance of the contracted work, the Contractor shall meet with the station operator in order to ascertain the nature of the operator activities and to coordinate such activities with Contractor work, thereby facilitating the ability of Contractor to ensure that appropriate safety procedures are in place and clearly understood by all personnel.

No work is to be undertaken involving the removal, handling, or disposing of asbestos or the removal or spraying of leaded paint without Exxon's prior written permission.

No explosives or firearms may be brought onto Exxon property.

Smoking is prohibited near those areas specifically marked 'No Smoking' or where there is the reasonable potential for igniting flammable vapors. Discarded unused matches must be disposed of properly. It is the responsibility of the Contractor to enforce these regulations upon those people under his supervision.

When working in areas where flammable vapors may be present, particular care must be exercised with tools that may be sources of ignition. Steel tools may only be used if done in a manner to avoid striking sparks. Steel spikes, climbers or foot wear with metal appurtenances on the soles are prohibited in areas where flammable vapors may be present.

The Contractor shall keep the work site and adjoining premises, driveways, walks and streets clear of rubbish. The Contractor shall dispose of all rubbish, waste and excess material in a manner satisfactory to Exxon. Upon completion of work, the Contractor shall broom clean the construction site and leave all fixtures and equipment in a first class, clean, usable condition.

Contractor shall comply with OSHA's Lockout/Tagout rule when servicing or maintaining machines or equipment where unexpected energizing or start up of the machines or equipment, or release of stored energy, could cause injury.

Contractor shall not park vehicles and mobile equipment so as to block fire hydrants, emergency equipment, building exits, and walkways. Where an existing store must remain in operation during construction or improvement, work shall be carried on with least possible interference to the business operations of the store operator.

Contractor shall immediately notify Exxon of any injury to, or fatality of, employees of the contractor or its subcontractors and shall provide a written accident report to Exxon within 24 hours of the incident. This may include but is not limited to, a complete report of all lost time or restricted activity, occupational injuries and illnesses, and damage to company property or injury to third parties.

Contractor shall immediately notify the store operator and Exxon Maintenance & Compliance Support's 24 hour emergency maintenance number 1-800-443-5739 of any accident, safety-related incident, or petroleum product spill which occurs at the work site during the performance of contractors duties for Exxon. Contractor shall also notify local governmental authorities of such incidents where required by law. Contractor shall cleanup small incidental spills of petroleum products. Contractor shall ensure that spilled petroleum products in significant quantities be cleaned up by those personnel trained in hazardous waste cleanup and disposal techniques.

In addition, Contractor shall comply with any health and safety rules furnished to Contractor in writing by Exxon. Such rules shall be considered part of this Contract. Before starting work under this Contract, Contractor shall communicate such health and safety rules to all Contractors' personnel and subcontractors prior to the commencement of services and shall require compliance with these health and safety rules by its personnel and subcontractors during the performance of services. Neither compliance with these safety rules and regulations by Contractor nor Exxon's approval of any actions or procedures of contractor as provided therein shall relieve Contractor of its obligations to use due care in performing services.

III. EXCAVATION, DRILLING OR PILE DRIVING

Before commencing with excavation in an Exxon facility and before starting any drilling, pile driving or driving of posts, ground rods, etc., or any other ground breakage, the Contractor must consult with and obtain the specific authorization of the Exxon representative.

Contractor shall properly barricade all open holes, trenches and obstacles. Easements and access ways shall not be torn up without authorization. If holes are required to be left open during non-working hours, they shall be adequately decked over or barricaded and sufficiently lighted at night with explosion proof equipment. Flame type lighting will not be permitted.

When underground storage tanks must be filled with gasoline immediately upon installation, "No Smoking" signs are to be displayed, and tanks must be equipped with vents that discharge at least 12 feet above the ground. No source of ignition, such as disconnecting and switching of electrical equipment, open flames, engine exhausts, etc. shall be permitted within 20 feet of tank excavation.

If any gasoline is being stored on the work site, a minimum of one 20 1b. dry chemical fire extinguisher must be accessible within 100 feet of the work site.

IV. CATHODIC PROTECTION

Since cathodic protection is not installed in every store, the following procedures apply only to those Contractors working in Exxon facilities that have cathodic protection systems.

The Contractor shall obtain a copy of the cathodic protection as-built plan for the specific store. Contractor shall review the plan and consult the Exxon Area personnel before commencing work.

When the work involves the following, the Contractor shall request that the store manager disengage the cathodic protection system:

A. All work on underground equipment (tanks, piping, lifts, conduit)
B. All work on above-ground portions of cathodically protected structures
C. The disconnection or reassembling of cathodic protection cable
D. Ground breakage in close proximity to cathodic protection cable.

Precautions must be taken when a Contractor must break ground or work on any above-ground portions of cathodically protected structures so that the cathodic protection system is left undisturbed. Electrical shock and spark hazards exist if any connecting cables or main pipe lines are disconnected while the system is in operation.

Contractor must immediately advise Exxon Maintenance and Compliance Support should any cable be cut, nicked, pulled or disconnected by his work crew. Contractor shall keep his personnel and the public away from the damaged cable until the store manager disengages the cathodic protection system. Contractor shall not resume work until instructed by Exxon Maintenance and Compliance Support personnel.

V. HOT WORK SAFETY REQUIREMENTS

"Hot work" refers to any work that may provide a source of ignition for petroleum or other flammable vapors and includes the following:

A. Metal cutting or burning
B. Welding
C. Hot riveting
D. Grinding
E. Drilling
F. Chipping (including pavement breaking/concrete demolition)
G. Sandblasting
H. Use of fired pots for melting tar, lead, etc.
I. Work on live electrical equipment
J. Use of electric power hand tools
K. Use of internal combustion engines
L. Steam cleaning

None of the above work shall be performed in areas where petroleum vapor concentrations exceed 10% of the lower flammable limit as registered on a standard portable explosimeter. Portable blowers may be used to prevent vapor intrusion of the work area; water flooding or CO_2 inerting may be used for some metal cutting such as cuts in underground tanks. Before such work is performed, the Contractor must review proposed work practices with the Exxon representative and proceed only upon the Exxon representative's specific approval.

VI. PERSONNEL SAFETY

In conjunction with applicable safety procedures as set forth by OSHA and local, state or other federal agencies, Contractor and Contractor's personnel and subcontractors shall observe the following:

A. Meet with the store operator and/or Exxon representative to review the on-site Material Safety Data Sheets (MSDS). These sheets provide important information about the potentially hazardous materials that one may be exposed to while working at this facility. If the store is not in operation, Contractor is to obtain MSDS from the Exxon representative, as appropriate.
B. Keep work area clean and free of clutter, assuring free access for emergency evacuation and movement of emergency equipment.
C. Do not perform work where vapor concentrations are above 10% of the lower flammable limit. If the work will be performed in a confined space with a potential for petroleum vapors, such as cleaning or lining an underground tank, appropriate respiratory protection must be worn until air monitoring indicates the ambient concentrations are below the applicable OSHA permissible exposure limits. Contractors who enter permit-required confined spaces, as defined by

OSHA standards, must have an entry permit system, including procedures to determine if a space can be reclassified as a non-permit confined space, and coordinate entry and debriefing procedures with authorized Exxon personnel at least 24 hours, or as soon as possible, prior to any such entry.

D. Do the following when there is a potential for skin contact with petroleum liquids:
   1) Wear chemically-resistant clothing and safety glasses.
   2) If protective clothing is not worn and clothing is contaminated with petroleum products to the degree that those products in turn contact the skin, then remove clothing and wash skin thoroughly.
   3) Remove promptly any petroleum product that does come in contact with the skin. Do not use gasoline or turpentine to remove oil and grease from the skin. Use soap and water or a waterless hand cleaner followed by soap and water.

E. When hard hats are required, post a sign(s) on the premises which is clearly visible stating, "Construction Area, Hard Hats Required" or similar language. Contractor shall provide its employees with any personal protective equipment necessary for safe and healthful work performance.

F. If petroleum products come in contact with the eyes, then flush the eyes for 15 minutes and seek medical attention.

G. Before eating and at the end of shift, wash hands and arms carefully with soap and water. Do not store food where it may be contaminated by petroleum products or other toxic materials.

H. Clean cuts and scratches and cover with bandages to minimize exposure to petroleum products.

I. Avoid breathing vapors emitted from petroleum products.

J. Do not wear loose clothing in areas involving moving equipment or machinery.

Varying work conditions may create hazards not covered in the preceding lists. It is the responsibility of each individual to be alert to any hazard and make every reasonable effort to avoid the hazard.

VII. WASTE MANAGEMENT REQUIREMENTS

A. WASTE SITE USE REQUIREMENTS

Wastes, except inert materials (Note: Inert materials are generally limited to non-impacted construction debris, non-impacted soil and scrap that has been certified clean), are required to be recycled, treated, stored or disposed of only at facilities that are approved by Exxon. Contractor shall not transport, dispose, recycle, treat or store (i.e., store at any location other than the location of the site that the work is to be performed) any hazardous or non-hazardous waste (except inert materials) that is generated on our behalf ("Exxon generated") without our prior written consent.

"Exxon generated" waste includes all hazardous waste that must be manifested from the site where the work is performed as required by regulation and all non-hazardous waste generated as a result of Exxon's operations in connection with or as a result of services performed under the contract.

B. REQUIREMENTS FOR ON-SITE STORAGE OF WASTE

Contractor shall not store any waste at the generating site as a result of services performed under the contract unless:

1) Such storage is in strict compliance with all federal and state regulations regarding storage, including but not limited to container storage, labeling, placarding, etc., and,
2) Within 24 hours after generating and storing any such non-hazardous or hazardous waste, contractor must notify us of such storage and provide the following information:
   a) Contractor name
   b) Exxon project manager
   c) Work release or job number under which the work was performed
   d) Classification of the waste (hazardous, non-hazardous, undetermined)
   e) Source of waste generation activity
   f) Date waste generated
   g) Estimated quantity
   h) Container type (if applicable)
   i) Other information that may be requested

C. CONTRACTOR GENERATED WASTE

"Contractor generated" waste must be handled in strict compliance with all federal and state laws and regulations. Contractor generated waste includes any non-hazardous waste generated as a result of contractor activities from contractor owned supplies used at our location (i.e., impacted personnel protective equipment, engine oil from contractor owned equipment or supplies used at our site). Other materials that are considered to be contractor owned materials and therefore "contractor generated" include non-hazardous or hazardous materials (not wastes) that are brought onto the site and will be removed from the site by the contractor. These materials could include paint and paint solvents, for example, that are to be kept in use and are not intended to be discarded at our site.

Contractor shall not store any "contractor generated" waste on our site without first obtaining written permission allowing such storage.

EXHIBIT E
INVOICING PROCEDURES

The terms and conditions set forth herein specify the basis for invoicing procedures for Work under this Contract.

The terms and rates contained in Exhibit D will remain firm while this Contract is in effect until proposed changes are agreed to by both parties and executed by signed Amendment.

Contractor may submit invoices weekly for completed Work.

Such invoice shall provide the following details:

PROPER BILLING - Bill to Exxon Company, U.S.A., and not to an individual, service station, or another company.

BILLING ADDRESS - All invoices should be mailed directly to the Area Office responsible for handling the invoice pertaining to the location where work was performed. A listing of the Area Offices is attached (Attachment E-1).

CONTRACTOR NAME AND ADDRESS - Show Contractor's complete company name and remittance address (including zip code) on all invoices.

CONTRACT NUMBER - Show on all invoices.

INVOICE NUMBER AND DATE - Show Contractor's invoice number and invoice date on every invoice. This must be a unique number. Do not use this number on other Exxon jobs.

DESCRIPTION OF WORK - Provide an adequate detailed description of the work performed.

UNIT COST - Per Exhibit D of this Contract.

PROOF OF PAYMENT - Contractor must provide "proof of payment" for third party materials and services (see Exhibit D).

TIME PERIOD COVERED

SALES TAX - Contractor is responsible for paying any and all license fees and taxes levied, assessed or imposed on Contractor to enable it to perform services. Any applicable state and local sales or use taxes due on Services performed are the duty of Contractor to collect and render. Contractor shall state on each invoice: "All applicable sales, use or gross receipts taxes associated with the services are included in the total price".

PAYMENT TERMS - Exxon's normal payment terms are thirty (30) days from the time a correct invoice is first received at the designated Exxon office. ANY DISCOUNTED PAY TERMS MUST BE STATED ON THE INVOICE.

OPERATOR VERIFICATION FORM (OVF) - MUST BE ATTACHED TO ALL INVOICES FOR JOBS PERFORMED AT EXXON RETAIL FACILITIES. Complete as shown on OVF Instructions, (Attachment E-3). IF ALL THE REQUIRED OVF's ARE NOT ATTACHED TO THE INVOICE, THE INVOICE WILL BE RETURNED.

ORIGINAL INVOICE - Furnish Exxon with an original invoice. Exxon can not pay from statements.

ATTACHMENT E-1

EXXON CO., USA

M&C AREA OFFICE ADDRESSES

AREA	ADMINISTRATOR	DELIVERY ADDRESS	MAILING ADDRESS
MD	Melanie Johnson	6301 Ivy Lane, #700	SAME
	(301) 513-7513	Greenbelt, MD 20770	
DE, PA & WV	Karen McConnell	SAME	SAME
	(301) 513-7533		
	FAX: (301) 513-7551		
NJ	K. (Karen) McEvilley	1900 E Linden Ave (LTC 14)	P. O. Box 730
	(908) 474-7806	Linden, NJ 07036	Linden, NJ 07036-0730
CT, ME, MA, NH, NY, RI, VT	John Leseberg	SAME	SAME
	(908) 474-3911		
	FAX: (908) 474-3072		
FL, LA, TN	G. G. (Gaynell) Boteler	1 Lakeway Ctr., #1350	SAME
	(504) 830-3501	3900 N. Causeway Blvd.	
	(504) 830-3529 (fax)	Metairie, LA 70002	
GA, NC, SC, S VA	R. W. (Rosa) Broach	Boulders IV, #200	Box Caller #90011C
	(804) 560-3634	7501 Boulders View Dr.	Richmond, VA 23225-9998
	(804) 560-3679 (fax)	Richmond, VA 23225	
N. CA	B. M. (Barbara) Faircloth	2300 Clayton Rd., # 1250	SAME
	(510) 246-8733	Concord, CA 94520	
	(510) 246-8794 (fax)		
S. TX	D. J. (Diana) Moore	4400 Dacoma, #128	P. O. Box 4620
	(713) 680-6562	Houston, TX 77092	Houston, TX 77040-4620
	(713) 680-5993 (fax)		
N. TX	Debbie Rhodes	4545 Fuller Dr., #250	P. O. Box 152006
	(972) 650-7008	Irving, TX 75038	Irving, TX 75015-2006
	(972) 650-7014 (fax)		

MARKET DEVELOPMENT TEAMS

AREA	ADMINISTRATOR	DELIVERY ADDRESS	MAILING ADDRESS
S VA - CA	Kelly J. Tuma	4400 Dacoma, #162	P. O. Box 4620
	(713) 680-6540	Houston, TX 77092	Houston, TX 77210-4620
	(713) 680-6505 (fax)		
ME - N VA	Marie H. Reid (Lead)	6301 Ivy Lane, #700	SAME
	(301) 513-7514	Greenbelt, MD 20770	
CT, ME, MA, NH, NJ, NY, RI, VT	Jim DiBenedetto	SAME	SAME
	(301) 513-7504		
MD, DE, PA, N VA	Tamara Neiman	SAME	SAME
	(301) 513-7508		
	FAX: (301) 513-7532		

STANDARD PROC MENT AGREEMENT FOR DOWNSTRE OR CHEMICAL SERVICES WITH INCIDENTAL GOODS ("AGREEMENT")

EXXONMOBIL'S COPY

Enabling Articles Of The Agreement ("Articles")

Agreement No: A2005671 **Effective Date: January 1st, 2006** **Expiration Date: December 30, 2010**

**(If expiration date is blank, agreement continues until terminated by either party upon not less than 30-days prior written notice.)*

"Company": Procurement, a division of ExxonMobil Global Services Company, a Delaware corporation
"Supplier": Garner Environmental Services, Inc., a Texas corporation

1. *Description of Services and Pricing.* **"Services" and pricing shall be as follows:**

To provide Emergency Response Services such as labor, response equipment, marine, boom and other materials as required in support of Emergency Spill Response Cleanup requirements and Other Emergency "type work" as requested and authorized by Purchaser and as espefically described in Exhibit "D" (Sections I, II and III).

2. *Exhibits; Addenda.* **Exhibits which are checked below are incorporated into each Order issued under this Agreement:**

☐	A - Scope of Work	X	H - Drug and Alcohol Policy
☐	B - Order Form	☐	I - Site Specific Attachments
X	C -Change Order Form	☐	J - Contractor Employee Hours Reporting Procedures
X	D - Compensation	X	K - Workplace Harassment
X	E - Invoicing Procedures	☐	M - Minority/Women Owned Business Enterprise
X	F - Federal Contract Supplement	☐	N - Background Checks for Contract Workers
X	G - Health and Safety Requirements	X	R - Use of Cellular Phone

The following addenda are incorporated into each Order issued under this Agreement: _____

3. *Notices.* ***Questions, information, and any notices under this Agreement must be directed to the following addresses. Notices regarding this Agreement by one party to the other shall be in writing and either deposited in the United States mail with first class postage prepaid, delivered in person or by private prepaid courier, or sent by facsimile with confirmation. Either Company or Supplier may change its address below by written notice to the other party.***

Company: ExxonMobil Global Services Company
Address: 601 Jefferson St.
City, State, Zip: Houston, Tx 77002
Attn: Victoria Paredes
Phone: 713-656-4292
Fax: 713-656-1475
E-Mail: Victoria.Paredes@exxonmobil.com

Supplier: Garner Environmental Services, Inc.
Address: 1717 West 13th Street,
City, State, Zip: Deer Park, Tx 77536
Attn: Otis Chambers
Phone: 281-930-1200
Fax: 281-478-0296
E-Mail: reese@garner-es.com

4. *Purpose and Operation. The Agreement consists of the Enabling Articles, the General Terms and Conditions, and the attached Exhibits and Addenda. The purpose of the Agreement is to provide terms and conditions to be incorporated into orders that may be issued by Affiliates (as defined in Section 1 of the General Terms and Conditions) to request Services from Supplier ("Orders"). Each Order will incorporate the terms of the General Terms and Conditions and the designated Exhibits and Addenda. The Affiliate that issues an Order ("Purchaser") is solely responsible for performance of Purchaser's obligations under such Order. Company shall not be responsible for obligations under any Order except any Order issued by Company designating itself as Purchaser. Each Order will constitute a legal contract between Purchaser and Supplier, separate and distinct from any other Order or this Agreement.*

5. *No Exclusivity or Minimums. This Agreement does not require exclusivity of business dealings by either party or commit any Purchaser to purchase any specific amount of Services. Commitments of Affiliates to purchase, if any, are set forth in Orders.*

6. *Early Termination. This Agreement may be terminated by either Company or Supplier before the Expiration Date upon at least 30 days prior written notice to the other party. Termination of the Agreement does not affect the rights and obligations of Purchasers and Supplier under any outstanding Orders.*

7. *Governing Law. The validity and interpretation of these Enabling Articles will be governed by the laws of the State of Texas, without reference to that State's principles of conflicts of law.*

8. *Usage Reports. At Company's request, Supplier shall provide usage reports to Company setting out descriptions of Services provided to Purchasers, locations where Services are performed, dollars expended, and such other reasonable usage documentation as Company requests.*

9. *Entire Agreement; Amendment; Assignment. This Agreement constitutes the entire agreement between Supplier and Company concerning the subject matter hereof. The Agreement supersedes all prior negotiations, representations, or agreements, either oral or written, related to this Agreement. Any amendment to the Agreement must be agreed in writing by Company and Supplier. Supplier shall not assign the Agreement, in whole or in part, without the prior written approval of Company.*

10. *Other Terms. Supplier agrees not to use any Affiliate's name, trademark or trade name publicly without written permission of Company. Supplier agrees to hold in confidence all technical and business information made available to Supplier by any Affiliate. This Article 10 shall survive termination of these Enabling Articles.*

The parties indicate their agreement below:

Procurement, a division of
ExxonMobil Global Services Company
By: Victoria Paredes
Print Name: Victoria Paredes
Authorized Title: Procurement Service Advisor
Date: 1-12-2006

Supplier: Garner Environmental Services, Inc.
By: Otis Chambers
Print Name: Otis Chambers
Authorized Title: Executive Vice President
Date: 12-23-2005

GENERAL TERMS AND CONDITIONS
DOWNSTREAM/CHEMICAL SERVICES

1. **Orders**.
(a) **Nature of Order; Term**. Any Order issued hereunder must be construed in accordance with Article 4 (Purpose and Operation) of the Enabling Articles. The Order, comprising the document issued by Purchaser incorporating the terms of these General Terms and Conditions and the Exhibits and Addenda selected in the Enabling Articles, constitutes the entire agreement between Purchaser and Supplier and supersedes all prior negotiations, representations, or agreements, either oral or written, related to the subject matter of the Order. An Order may take the form of an oral request by Purchaser. The term of an Order will continue through completion of all Services under the Order, the termination date specified in the Order for all Services, or early termination as otherwise provided in the Order, whichever occurs first. For purposes of any Order, any reference in any Exhibit to "Exxon", "ExxonMobil", "User", or "Buyer" shall mean Purchaser, and any reference in any Exhibit to "Contractor" or "Seller" shall mean Supplier, unless an Exhibit has otherwise been modified in accordance with this Agreement.
(b) **Supplier Agreement**. By executing an Order, acknowledging its receipt, or engaging in any conduct (including, but not limited to, performing the Services called for by the Order) which recognizes the existence of a contract pertaining to the Services shown in the Order, Supplier agrees to the terms and conditions contained in the Order. Any terms contained in any invoice or other acknowledgment of an Order by Supplier or proposed at any time by Supplier in any manner, written or oral, which add to, vary from, or conflict with the terms and conditions in the Order are deemed to be material alterations and are objected to by Purchaser without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Purchaser unless expressly accepted in writing. Written acceptance or rejection by Purchaser of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.
(c) **Precedence Regarding Orders**. Provisions in Orders may take precedence over incorporated Agreement terms only as follows: a written Order may take precedence only for purposes of that specific Order, and only to (i) modify Services as described in Exhibit A or the Enabling Articles; (ii) modify the pricing as described in Exhibit D or the Enabling Articles to establish a lump sum price for any or all Services in place of the pricing set forth in this Agreement, or to make other modifications to pricing, except that an Order may not increase any price identified in this Agreement as a firm or a "not-to-exceed" price; (iii) add additional Services and pricing therefore; or (iv) modify or replace Exhibits E, G, I, or N. An oral Order may not take precedence over an incorporated Agreement term except to modify the Services to be provided under that specific Order as provided in this paragraph.
(d) **Precedence Regarding Agreement**. In the event of a conflict between an Exhibit and these General Terms and Conditions, these General Terms and Conditions will govern.
(e) **Definitions; "Affiliate."** Definitions provided in the Enabling Articles are effective for the General Terms and Conditions, Exhibits and Addenda. For purposes of the Agreement and any Orders, "Affiliate" means (i) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation; (ii) any company or partnership in the United States in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter (a) owns or (b) controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or their functional equivalents ("Affiliated Company"); (iii) any joint venture in which Exxon Mobil Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company is the operator; and (iv) any successor in interest to (i) through (iii) above.
(f) **Services and Prices**. If Exhibit A or D is not incorporated, Services or prices, as applicable, are as specified in Article 1 of the Enabling Articles. Invoicing and payment terms are set out at Exhibit E, or, if Exhibit E is not incorporated, payment is due within 30 days from receipt of a correct invoice and supporting documents in accordance with Purchaser's instruction. Purchaser will not be obligated to make any payments of invoices if Supplier does not comply with required invoicing procedures.
2. **Independent Contractor**. Supplier, in performing Services and other obligations under an Order, shall be an independent contractor controlling and supervising its personnel and equipment used in performance of the Order and not the agent or employee of Purchaser. Purchaser's interest is in the completed performance of the Order. Neither Supplier nor its employees shall be entitled to participate in or receive benefits from any employee benefit plan sponsored by Exxon Mobil Corporation or any of its affiliated companies. Individuals provided to perform Services under an Order are considered "special agreement persons" under the terms of the core benefit plans of Exxon Mobil Corporation and, as such, are expressly excluded from participation there under. Such individuals shall not be considered "regular employees" or "non-regular employees" of Exxon Mobil Corporation or any of its affiliated companies for purposes of plan participation.
3. **Subcontractors**. Supplier shall not use any subcontractors to perform Services without written permission from Purchaser, and no such permission will relieve Supplier of any of its obligations under each Order. Supplier shall ensure that all its contracts with its subcontractors contain provisions which are in conformity with and no less stringent than the provisions of the Order. Supplier shall be responsible to Purchaser for Services performed by all its subcontractors to the same extent it is for activities performed by Supplier's employees.
4. **Warranties; Title**. Supplier warrants that: (i) it shall perform Services with due diligence and in a safe, workmanlike, and competent manner and in accordance with all provisions of the Order and applicable law; (ii) it has or shall obtain, at its expense, before performing any Services all the necessary certificates, permits, licenses and authorizations to conduct business and perform the Services; (iii) all Services performed and goods provided shall meet descriptions or specifications provided or agreed by Purchaser. Supplier shall use its best efforts to ensure that any warranties available from subcontractors or manufacturers are assigned or otherwise made available to Purchaser, and shall deliver to Purchaser a copy of each written warranty provided by subcontractors, manufacturers, or any other third parties. The warranties under an Order shall be in addition to any warranties otherwise provided by law. No payment by Purchaser shall limit Purchaser's right to later dispute any of the charges invoiced, and payment shall not be construed as Purchaser's acceptance of any Services. Unless otherwise specified in an Order, title to any goods provided under an Order will pass to Purchaser upon payment therefore by Purchaser or upon delivery to Purchaser's premises or other site designated by Purchaser, whichever occurs earlier.
5. **Taxes**. Supplier shall pay all taxes imposed against Supplier or its property or required to enable Supplier to perform the Order. All taxes, except for applicable state and/or local sales and/or use taxes shall be included in the price of the Services and goods. Any applicable state and/or local sales and/or use taxes due on Services or goods are the duty of Supplier to-collect and shall be separately stated on all invoices as such. However, Supplier shall not collect or include any sales and/or use taxes on Services or goods for which Purchaser furnishes a properly completed Exemption Certificate. Supplier shall indemnify and save Purchaser completely harmless against all costs and liabilities that Purchaser may incur with respect to Supplier's failure to make any of the tax payments or take other actions specified in this paragraph.
6. **Suspension and Termination**. Purchaser may suspend or terminate Services, at any time and for any reason, by notice, written or oral, to Supplier, and Supplier shall promptly comply. In the event that Services are suspended or terminated, Purchaser shall pay Supplier only for Services performed

and obligations incurred prior to the suspensi termination and for costs that Supplier directly i s in suspending or terminating the Services, provided Purchaser has authorized such payme in advance. Purchaser may, at any time, authorize Supplier to resume any part of suspended Services by notice to Supplier, and Supplier shall then promptly comply on an as needed, as available basis, subject to circumstances then existing.
In no event shall Purchaser be liable for any costs, claims, damages or liabilities whatsoever of Supplier or its subcontractors including, without limitation, consequential, special or indirect damages, loss of anticipated profit or reimbursement, relating to unperformed Services.

7. **Change Orders.** Any alteration, deletion or addition to the Services in, or change in, any provision(s) of an Order shall be effective only if made in a change order or other written instrument signed by Purchaser and Supplier ("Change Order"). A Change Order, however, shall not modify any provisions of the Agreement incorporated into the Order except to the extent that a written Order is permitted to do so in Section 1.C. above.

8. **Purchaser's Premises**. All of Supplier's employees, subcontractors and agents shall comply with Exhibit H, to the extent applicable, and, if entering property owned or controlled by Purchaser ("Work Site") for any purpose, shall observe Purchaser's applicable safety, health, security, and traffic policies and/or regulations, including without limitation Exhibit G, if incorporated, and changes to Exhibit G or such other policies as provided in this Section. Prior to commencing Services on a Work Site, Supplier will inspect the Work Site and ascertain whether any health or safety hazards exist which would require the use of personal protective equipment or specific operating practices in order to provide Supplier's employees, subcontractors, and agents with a safe place to work, and Supplier will ensure that its employees, subcontractors, and agents are aware of any known hazards and that they have and utilize the necessary practices and protective equipment. Purchaser may at any time, in its sole discretion, modify or replace the provisions of Exhibit G, or otherwise furnish or change health and safety requirements, by notification to Supplier either orally or in writing, without complying with any other provision regarding giving notice.

9. **Debris and Trash**. For any Services performed at Purchaser's refinery or chemical plant, Supplier shall accumulate on-site all debris and trash material resulting from Supplier's operations and keep and leave any work sites where Services are performed in a condition satisfactory to Purchaser; Purchaser shall provide instructions for disposition of all debris and trash. For Services performed at any location of Purchaser other than a refinery or chemical plant, Supplier shall at its sole expense remove all inert debris and municipal trash material resulting from Supplier's operations and keep and leave any work sites where Services are performed in a condition satisfactory to Purchaser.

10. **Liens**. Supplier shall ensure that no liens of any kind are fixed upon or against the real or personal property of Purchaser by Supplier's employees, subcontractors, or subcontractor's employees. Supplier shall indemnify, defend, protect and hold Purchaser harmless from all such claims and liens. If requested, Supplier shall furnish Purchaser with full releases (on forms satisfactory to Purchaser) of all claims and liens for labor and materials used in the performance of the Order. In addition to any rights Purchaser may have under the law, Purchaser may withhold a retainage, in an amount set forth in Exhibit D, from each payment it makes to Supplier, to be paid Supplier after (1) the Services are completed as required and the retainage period required by applicable law has expired without issuance of a lien or claim, or (2) Purchaser is satisfied that all claims have been paid and liens removed. In addition, Purchaser may, at any time, require that Supplier post a bond, at no cost to Purchaser, to remove any claims or liens, or Purchaser may discharge or remove any such claims or liens by bonding, payment or otherwise, all of which are chargeable to Supplier, together with all attorney's fees and costs. Provided Purchaser agrees in writing, Supplier may provide an irrevocable standby letter of credit, naming Purchaser as beneficiary and in form and substance satisfactory to Purchaser, in satisfaction of Supplier's obligations and liabilities as aforesaid and in substitution of any retainage. This paragraph shall apply only if Supplier is being fully and timely paid for services performed or if any failure of Purchaser to fully or timely pay is due to a reasonable dispute raised by Purchaser regarding services provided.

11. **Responsibility for Property**

(a) **Purchaser's Responsibilities**. Purchaser shall release Supplier and hold Supplier harmless for loss of or damage, howsoever caused, to Purchaser's property intended to be incorporated into or used in the Services to be performed and located at the Work Site prior to or during performance of the Services, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM SUPPLIER'S NEGLIGENCE**. Purchaser will indemnify Supplier and hold Supplier harmless for loss of or damage, howsoever caused, to Supplier's property intended to be incorporated into the Services and located at the Work Site prior to or during performance of the Services, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM SUPPLIER'S NEGLIGENCE**.

(b) **Supplier's Responsibilities**. Supplier shall release and indemnify Purchaser and hold Purchaser harmless for loss of or damage, howsoever caused, to Supplier's or subcontractor's tools and equipment and rented items which are used or intended for use in the Services to be performed, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Supplier or subcontractors, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM PURCHASER'S NEGLIGENCE**. Supplier shall release and indemnify Purchaser and hold Purchaser harmless for loss of or damage, howsoever caused, to (i) Supplier's, subcontractor's and Purchaser's property intended to be incorporated into the Services and (ii) Purchaser's property intended to be used in the Services, while all such property is in Supplier's care, custody or control until delivered to the Work Site, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM PURCHASER'S NEGLIGENCE**.

Notwithstanding other provisions of this Agreement to the contrary, Supplier shall also be responsible and not compensated by Purchaser for: (1) any loss of money or securities in the care, custody or control of Supplier which are used or intended for use in performing Services, (2) unexplained or mysterious disappearance of any property in Supplier's care, custody or control, or shortage of any property disclosed on taking inventory, or (3) theft of property on the part of Supplier, subcontractors or their employees. This provision shall not apply to the extent that it conflicts with Supplier's current rate sheet and the loss or damage to the equipment occurs in connection with emergency response, through no misuse, but in an effort to mitigate damages at the direction of Purchaser.

(c) **Damage to Adjacent Property**. Supplier shall compensate Purchaser for loss of or damage to Purchaser's existing property which is in reasonable proximity to the Work Site which results from the negligence of Supplier and/or for any resulting consequential, special or indirect damages, or loss of anticipated profits sustained by Purchaser; however, Supplier's responsibility shall not exceed the amount recoverable by Supplier or its subcontractors under the valid and collectible insurance carried by Supplier and subcontractors, or the amount which would have been recoverable under that insurance if all conditions, requirements, and warranties imposed on the insured by the insurer are being or had been met. Purchaser shall release Supplier from liability to Purchaser for such loss or damage and/or for any resulting consequential, special or indirect damages, or loss of anticipated profits sustained by Purchaser exceeding the amounts so recoverable, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM SUPPLIER'S NEGLIGENCE**; however, Supplier's responsibility shall include the value of any deductible or self-insured retention applicable under that insurance.

12. **Third Party Indemnity**. Purchaser and Supplier shall indemnify, defend, and hold each other harmless from all claims, demands, and causes of action asserted against the indemnitee by any third party (including, without limitation, Purchaser's and Supplier's employees) for personal injury, death, or loss of or damage to property resulting from the indemnitor's negligence, Gross Negligence or Willful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence or Willful Misconduct of Purchaser and Supplier, the indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence, Gross Negligence or Willful Misconduct. If either party is strictly liable under law, the other party's duty of indemnification shall be in the same proportion that its negligence, Gross Negligence or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable. The term

"negligence" in these General Terms and Conditions shall include active or passive negligence. "Gross Negligence" is defined by the law governing the Order; however, if such law does not define the term "gross negligence," it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences. "Willful Misconduct" is defined by the law governing the Order; however, if such law does not define the term "willful misconduct," it means an intentional disregard of good and prudent standards of performance or of any of the terms of the Order.

13. **Gross Negligence and Willful Misconduct**. Notwithstanding anything to the contrary in this Agreement or an Order, each party shall bear full responsibility, without limit, for its Gross Negligence or Willful Misconduct attributable to its managerial and senior supervisory personnel and, in no event, will a party be required to release or indemnify the other party for Gross Negligence or Willful Misconduct attributable to the other party's managerial or senior supervisory personnel.

14. **Insurance**.

(a) **Coverages.** Supplier shall carry and maintain in force at least the following insurances and amounts: (1) for all its employees engaged in performing Services, workers' compensation and employers' liability insurance or similar social insurance in accordance with applicable law which may be applicable to those employees; (2) its normal and customary commercial general liability insurance coverage and policy limits or at least $1,000,000, whichever is greater, providing coverage for injury, death or property damage resulting from each occurrence; and (3) automobile liability insurance covering owned, non-owned, and rented automotive equipment with policy limits of at least $1,000,000 coverage for injury, death or property damage resulting from each accident. Notwithstanding any provision of an Order to the contrary, Supplier's liability insurance policy(ies) described above shall: (i) cover Purchaser and Affiliates as additional insureds to the extent of Supplier's indemnification responsibilities set forth in the Order in connection with the performance of Services; and (ii) be primary as to all other policies (including any deductibles or self-insured retentions) and self insurance which may provide coverage. Supplier and its insurer(s) providing coverage in this Section shall waive all rights of subrogation and/or contribution against Purchaser and its Affiliates to the extent liabilities are assumed by Supplier, except Supplier expressly agrees not to cause itself or its insurer(s) to waive any rights of subrogation and/or contribution against Purchaser and its Affiliates under any workers' compensation and employers' liability insurance, or similar social insurance in accordance with law which may be applicable to those employees of Supplier, when Purchaser elects to furnish or arrange same.

(b) **Other Insurance Requirements**. The above obligations of Supplier and/or its insurers shall apply to Supplier's self-insured retentions and/or deductibles. The minimum insurance requirements as set forth above shall not limit or waive a party's legal or contractual responsibilities to the other party or others. Supplier's insurance shall apply to Supplier's indemnity and defense obligations under the Order except, with respect to Services subject to the law of the State of Texas, each party agrees to maintain the insurance and limits as specified in this Section or self insurance during the duration of this Agreement in support of the mutual indemnifications, if any, agreed to in Sections 11, 12, and 13 above. Supplier shall require any subcontractors to maintain normal and customary insurance, but shall not require subcontractors to carry insurance that would duplicate the coverage of the insurance carried by Supplier or Purchaser or that would insure against liability waived by Purchaser. Upon request by Purchaser, Supplier shall have its insurance carrier(s) furnish certifications of insurance demonstrating that Supplier has acquired policies meeting the coverage requirements above. In addition Supplier shall provide Purchaser with thirty (30) calendar days prior written notice in the event any insurance policies shall be cancelled or materially changed during the term of this Agreement. Upon cancellation or change of a policy, Supplier shall also provide Purchaser with a certification of insurance for the new or amended policy immediately upon effectiveness of the new policy. Upon request by Purchaser, Supplier shall have its subcontractors furnish the same evidence of insurance required of Supplier. Supplier and its subcontractors shall not begin Services until all of the insurance required of Supplier and its subcontractors is in force and the necessary documents, if requested by Purchaser, have been received by the requester.

15. **Insurance and Indemnity Reformation.** If it is judicially or statutorily determined that the insurance required hereunder or the indemnities voluntarily and mutually assumed hereunder exceed the maximum monetary limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

16. **Use of Affiliate's Names and Marks**. Supplier shall not use any Affiliate's name, trade name, or trademarks in any advertising or communication to the public, or make publicity releases or announcements concerning the Order, Services, or related activities, in any format, without Purchaser's prior express written consent.

17. **Confidential Information**. Supplier shall hold in confidence all technical and business information made available to Supplier by Purchaser or Affiliates or developed or acquired by Supplier in performance of an Order. Supplier shall not, without Purchaser's prior written approval, use such information for any purpose other than performance of the applicable Order. Purchaser accepts no obligation of confidence with respect to items acquired or information disclosed, no matter how labeled, to Purchaser by Supplier unless specifically provided for in a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Supplier shall not place any restrictive notices on any information, no matter the form of its recording, that Supplier provides to Purchaser hereunder. Should Supplier place any notices on any drawing, record or other document, Purchaser is hereby authorized to nullify, obliterate, remove, or disregard those provisions. Supplier shall not take any photographs, videos, or other recordings of Purchaser's or Affiliates' property without Purchaser's prior written consent.

18. **Ownership of Documents, Drawings and Specifications.** All drawings, field notes, specifications, computer programs (data files and other software in whatever form), and any other documents, records, and materials, whether written, audio, or video, developed by Supplier in connection with an Order ("Documents") shall be the property of Purchaser; provided, however that information developed by Supplier prior to commencement of performance of an Order shall remain the property of Supplier. Supplier shall provide the original and all copies of the Documents to Purchaser when Services are completed or earlier upon Purchaser's written request, subject to Supplier's right to maintain one copy of any final reports or other regulatory required documents, pursuant to the Confidential Information provisions of Article 17 of this Agreement.

19. **Ownership of Inventions.** If Supplier or its personnel make any inventions, patentable or unpatentable, resulting from Supplier's activities hereunder, Supplier shall promptly disclose those inventions to Purchaser in writing. Inventions covered in this Section shall include those conceived during the term of, and within one (1) year after completion and termination of, the applicable Order and all Services. Further, Supplier hereby assigns each invention to Purchaser or Purchaser's designee. Supplier also shall require its personnel to review and execute such papers as Purchaser or Purchaser's designee requests in connection with any assignment and in connection with the acquisition of letters patent, U.S. and foreign, on any inventions. The parties expressly acknowledge and agree that the provisions in this section apply only to the specific work addressed in this contract regarding the specific business conducted by Purchaser and is not intended in any way to apply to or attach or grant any right or benefit to Purchaser to any patents or licenses in which Supplier already has a right or interest or any processes or developments already begun by Supplier regarding the services provided by Supplier.

20. **Other Intellectual Property Matters**. For purposes of this Section, "Intellectual Property Right" means any patent, trademark, copyright, trade secret, or other proprietary right of a third party. Supplier warrants and represents that the Services, goods, materials and articles, in the form delivered to Purchaser, including any labels or trademarks affixed thereto by or on behalf of Supplier, are free from any claim of a third party for infringement or misappropriation of an Intellectual Property Right. Supplier shall defend at Supplier's expense and indemnify and hold Purchaser harmless against any

and all expenses, liability or loss from any cla r lawsuit for alleged infringement or misappropri of any Intellectual Property Right resulting from the manufacture, sale, use, possession or ...er disposition of any Services, goods, materials, or ...icles furnished by Supplier under the Order. The indemnities set forth in this paragraph shall include, without limitation, payment as incurred and when due of all penalties, awards, and judgments; all court and arbitration costs; attorney's fees and other reasonable out-of-pocket costs incurred in connection with such claims or lawsuits. Purchaser may, at its option, be represented by counsel of its own selection, at its own expense. Supplier shall not consent to an injunction against any of Purchaser's operations, the payment of money damages, the granting of a license or the parting of anything of value by Purchaser with respect to resolution or settlement of any claim or lawsuit.

21. **("DELETED") Set Off**

22. **Federal Contract Clauses**. An Order may be for supplies or services or for the use of real or personal property, including lease arrangements, which in whole or in part are necessary to the performance of any one or more contracts or federal lease agreements between Purchaser and the United States of America ("U.S. Government") or under which any portion of Purchaser's obligations under any one or more such contracts or federal lease is performed, undertaken or assumed. Federal clauses which are applicable if Purchaser is a U.S. Government contractor or federal lease holder are contained in the Federal Contract Supplement (Exhibit F) and are incorporated into the Order, and the parties agree to the terms and conditions contained in that Supplement, to the extent applicable.

23. **Business Standards**. Supplier shall establish and maintain precautions to prevent its employees, agents or representatives from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other consideration to employees, agents, or representatives of Purchaser for the purpose of influencing those persons to act contrary to the best interests of Purchaser. This obligation shall apply to the activities of the employees of Supplier in their relations with the employees of Purchaser and their families and/or third parties arising from an Order. Supplier agrees that all financial settlements, billings, and reports rendered to Purchaser or its representative may be relied upon as being complete and accurate in any further recordings and reportings made by Purchaser or its representatives for whatever purpose. Supplier shall comply and secure compliance by its subcontractors with all law applicable to the performance of any Services. Supplier agrees to notify Purchaser promptly upon discovery of, and work with Purchaser to rectify, any instance where Supplier fails to comply with the provisions of this Section...

24. **Data Integrity**. Supplier shall be accountable for the integrity of any test or measurement data, including its generation, recording, reporting and retention, provided by Supplier, its agents or any subcontractors to Purchaser or any third party(s) on behalf of Purchaser. Supplier will insure that (a) measurement activities and information reporting are complete, accurate, and timely; (b) specified industry standard test methods and instrument calibration procedures are used without modification; (c) a quality assurance system is in place for any laboratory facility involved to deter, detect and correct the generation and communication of incorrect data, and this system includes maintenance and calibration of measurement instruments; and (d) personnel involved in testing and measuring shall be trained in data generation and management. Supplier will use a self-assessment system to insure the requirements above are being met and to resolve all problems found in the assessments.

25. **Audit and Inspection**. Purchaser and its representatives shall have access, at all reasonable times, to all Supplier's and subcontractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts, data stored in computer files or microfiche, and memoranda of every description pertaining to Services for the purpose of verifying costs of Services and Supplier's compliance with the terms of the Order. Supplier shall maintain supporting data and accounting records in accordance with generally accepted accounting practices. Purchaser and its representatives shall have the right to reproduce any of these documents. Supplier shall preserve and shall cause its subcontractors to preserve all these documents for a period of three (3) years after the first to occur of (a) completion and acceptance of Services, or (b) termination of the Order. Supplier agrees to include the necessary provisions in its contracts with subcontractors that shall assure access by Purchaser's employees or representatives to applicable records of subcontractors. Purchaser shall not be liable for Supplier or subcontractor's costs resulting from an audit hereunder. Purchaser may inspect any Services performed and any equipment and materials provided in connection with Services. No inspection or approval will relieve Supplier of any warranties and obligations hereunder.

26. **Governing Law**. When the activities and obligations are related in any way to maritime activities, the validity, interpretation and construction of an Order will be governed by general maritime law. When general maritime law does not apply, the laws of the following state(s) will apply without reference to that state's principles of conflicts of law: (i) Louisiana, for any Order performed in whole or in part on Purchaser's premises in Louisiana, or (ii) the state in which Services are primarily performed, for any Order not covered by (i). When Louisiana law governs an Order, Purchaser (as principal) and Supplier (as direct employer) agree to recognize Purchaser as the statutory employer of employees of Supplier and its subcontractors while such employees are providing Services to Purchaser under such Order. This provision is included for the sole purpose of establishing a statutory employer relationship to gain the benefits expressed in La. Rev. Stat. 23:1031 (C-E) and La. Rev. Stat. 23:1061(A) and is not intended to create an employer / employee relationship for any other purpose. The following terms govern the interpretation and construction of all matters related to the sale of goods, whether or not the sale of goods is the primary purpose or an incidental purpose of the Order: (i) the terms of the Uniform Commercial Code, Article 2, as adopted by the State whose law governs the applicable Order, or (ii) where Louisiana law governs the Order, the equivalent civil code provisions in Louisiana law.

27. **Management of Waste.** Supplier and its subcontractors shall, in performing Services, assist Purchaser in its responsibility and liability for the proper management of wastes according to all applicable laws and regulations. In particular, Supplier and its subcontractors shall assist Purchaser to: (a) implement procedures to minimize the generation of waste including, at a minimum, process substitution, materials recovery, continued product use, and when possible, selecting less toxic alternatives to minimize hazardous waste generation; (b) consolidate (with like product) partially full containers of paint, solvent, chemicals, and other products whenever possible, to minimize waste and allow use of the remaining product; (c) ensure that any empty containers to be discarded are deemed "empty" in accordance with 40 CFR 261.7 or applicable state regulations; (d) not commingle waste they generate with any waste generated by Purchaser or others without prior written consent of Purchaser; (e) segregate hazardous waste from non hazardous waste at all times; (f) Supplier shall either return to the supplier for credit, or transfer to Supplier's storage facility or next job site for use, any unused and still usable materials belonging to Supplier; (g) control waste generation activities, to the extent possible, to fall within the conditionally exempt small quantity or small quantity generator regulations under the Resource Conservation and Recovery Act, as amended, and its regulations ("RCRA") and any applicable state regulations; and, (h) in addition to (a) through (g) above, for Services performed at Purchaser's refinery or chemical plant, not transfer waste to any off-site facility without Purchaser's prior written consent. Supplier and its subcontractors shall also ensure that all waste is handled in compliance with any Exhibits or Addenda relating to the management of waste that are made a part of this Agreement or any Order.

28. **Force Majeure**. For the purposes of each Order, "Force Majeure" means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence, including but not limited to: acts of God or public enemy; expropriation or condemnation of facilities; changes in applicable law; war, civil disturbance, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions or other catastrophes; and strikes. Inability to pay moneys or financial hardship shall not, however, constitute events of Force Majeure. No delay or failure in performance by Purchaser or Supplier shall constitute default under the Order if, and to the extent, the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially

frustrates performance of the Services under the Order, Force Majeure shall not operate to excuse but only to delay, performance of Services. If Services are delayed by reason of Force Majeure, Supplier shall promptly notify Purchaser. Supplier shall do all things reasonably possible to mitigate and remove the Force Majeure event, except a strike, and shall resume performance under the Order as soon as possible. In no event shall Purchaser be liable to Supplier and Supplier shall hold Purchaser harmless for Supplier's, subcontractor's, and their employees' damages, anticipated profits, or other sums or payments occasioned by the event.

29. **Use of Purchaser's Tools and Equipment.** Purchaser may loan or furnish tools or equipment to Supplier as an accommodation for use in connection with any Services at the Work Site. Any tools and equipment are loaned or furnished on an as is, where is basis. Supplier agrees: (a) to inspect the tools and equipment and make its own determination, before and during performance of Services, that they are adequate for the safe and efficient performance of the Services by Supplier; (b) that the tools and equipment will be loaned or furnished by Purchaser and accepted by Supplier without warranty or representation by Purchaser as to their condition or fitness for Supplier's purpose; and (c) to return the tools and equipment to Purchaser at the conclusion of use in as good condition as when received, ordinary wear and tear excepted; however, Supplier's liability for damage to the tools and equipment is limited by Section 11(a) above. Notwithstanding anything to the contrary in this paragraph or Section 11(a), Supplier shall be responsible to Purchaser for damage to or loss of tools and equipment loaned or furnished by Purchaser to the extent such damage or loss is caused by Supplier's failure to provide regular maintenance of such tools and equipment.

30. **Right of Removal**. Supplier shall promptly remove from any Work Site any employee of Supplier, any subcontractor or any employee of subcontractor performing Services under any and all Orders, as the applicable Purchaser may for any reason designate. **AS LONG AS PURCHASER'S REQUEST FOR SUCH REMOVAL IS IN COMPLIANCE WITH APPLICABLE LAW, SUPPLIER HEREBY RELEASES, INDEMNIFIES AND FOREVER DISCHARGES AND HOLDS HARMLESS COMPANY AND PURCHASER FROM ANY COSTS, CLAIMS, LOSSES, AND DAMAGES OF ANY KIND WHATSOEVER BASED ON NEGLIGENCE, DEFAMATION, WRONGFUL DISCHARGE OR OTHERWISE WHICH SUPPLIER MAY SUFFER, SUSTAIN, PAY OR INCUR AS THE RESULT OF ANY REMOVAL. HOWEVER, IF PURCHASER'S REQUEST FOR SUCH REMOVAL IS DETERMINED TO BE IN VIOLATION OF APPLICABLE LAW, PURCHASER SHALL NOT BE ENTITLED TO THE ABOVE INDEMNIFICATION.**

31. **Third Party Beneficiaries**. Any Affiliate receiving the benefits of Services provided by Supplier, directly or indirectly, shall be a third party beneficiary entitling such Affiliate to all warranties and indemnities as if the Affiliate were Purchaser as well as all other rights normally provided to a third party beneficiary Notwithstanding any aforementioned benefit received by or right exercised by any affiliate as a third party beneficiary, Purchaser shall remain responsible for all payments due under this Agreement for services rendered by Supplier.

32. **Assignment**. Supplier shall not assign an Order in whole or in part (including any sum accruing to Supplier) without Purchaser's prior written approval. No assignment, even if approved by Purchaser, will relieve Supplier of its responsibilities under the Order.

33. **Storage and Bailment of Purchaser's Materials and/or Equipment**. If Supplier or any subcontractor stores any of Purchaser's materials and/or equipment under one or more Orders, Supplier shall keep and provide those records that may be requested by Purchaser including, but not limited to, an inventory of such materials and/or equipment, by location, at the end of each calendar year, or more frequently if requested by Purchaser. Supplier shall charge Purchaser a fee for storing the materials and/or equipment only if that fee is included in Exhibit D of this Agreement, in the properly executed Order, or in a properly executed Change Order. Supplier shall: (i) store such materials and/or equipment in a clean, dry, and secure location, unless otherwise agreed in writing by Purchaser, (ii) segregate such materials and/or equipment from items belonging to entities other than Purchaser, if the materials are of a nature which may be segregated, and (iii) mark, or otherwise indicate in a manner to make it evident to Supplier's creditors, that such materials and/or equipment belong to Purchaser. Purchaser shall have access to such materials and/or equipment twenty-four hours a day, seven days a week. Supplier and Purchaser agree that delivery of Purchaser's materials and/or equipment is considered by both parties to be a bailment and not subject to the terms and conditions of the Uniform Commercial Code or similar law, as the same may be codified in applicable state law pertaining to sales and/or secured transactions. In addition to the other requirements of this Section, Supplier shall comply with Exhibit S (Storage Procedures), if incorporated.

34. **Severability; Survivorship; Waiver; Headings**. If any provision or portion of an Order shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of the Order shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect. The provisions of an Order that by their nature continue, including, but not limited to, the warranty, confidentiality and indemnification obligations set forth in the Order, shall survive any expiration, cancellation or termination of the Order. No waiver by a party of a right or default under an Order shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise. The headings in an Order are for ease of reference only and shall not be used to construe or interpret the provisions of the Order.

35. **Notice and Opportunity to Cure:** If at any time, either Party believes the other Party to be in breach of any Term or Condition of this Agreement, said alleging Party shall provide the alleged breaching Party with notice of the alleged breach. The alleged breaching Party shall have thirty (30) days to address, or take good faith and reasonable steps to address, the alleged breach prior to initiation of any other action to address the alleged breach by the alleging Party.

APPENDIX B

WORST CASE DISCHARGE ANALYSIS AND SCENARIO

B.1 Introduction

B. 2 Response Planning Volume Calculations

B. 3 Response Capability Scenarios

Small/Average Most Probable Discharge

Medium/Maximum Most Probable Discharge

EPA Worst Case Discharge

DOT/PHMSA Worse Case Discharge

B. 4 Planning Distance Calculation

Table B-1 EPA/USCG Tables for Worst Case Discharge Response Resources Determination and Removal Capacity Planning

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B.1 INTRODUCTION

The Irving, TX Terminal is classified as a "Complex Facility".

"**Complex Facility**" means a facility possessing a combination of transportation-related and non-transportation-related components that is subject to the jurisdiction of more than one Federal agency under section 311(j) of the Clean Water Act (CWA).

Complex Facilities must perform discharge calculations for each jurisdictional agency and plan for the largest Worst Case Discharge Volume pursuant to the respective regulations. The discharge volume calculations are described as follows:

EPA Discharge Volume Calculation

- **Worst Case Discharge (WCD)**
  100% of the largest single tank

- **Medium Discharge (MD)**
  Discharge greater than 2,100 gallons (50 Bbls) and less than or equal to 36,000 gallons (857 Bbls) or 10% of the capacity of the largest tank, whichever is less and not to exceed the WCD

- **Small Discharge (SD)**
  Discharge of less than or equal to 2,100 gallons (50 Bbls), not to exceed the WCD

DOT - PHMSA Discharge Volume Calculation

- **Worst Case Discharge(WCD)**
  The largest volume (Bbls) of the following:

  - *Pipeline's maximum release time (hrs), plus the maximum shutdown response time (hrs), multiplied by the maximum flow rate (Bbls/hr.), plus the largest line drainage volume after shutdown of the line section.*

  -- OR --

  - *Largest foreseeable discharge for the line section is based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective action or preventative action taken.*

  -- OR --

  - *Capacity of the single largest breakout tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system.*

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The following planning volume calculations must be performed to determine the required response resources for a Worst Case Discharge:

Planning Volume for On-Shore Recovery (OSR)

OSR = WCD * % Oil on Shore * Emulsification Factor

Planning Volume for On-Water Recovery (OWR)

OWR = WCD * % Recovered Floating Oil * Emulsification Factor

Recovery Capacity (RC)

RC = OWR * On-Water Recovery Resource Mobilization Factors

The recovery capacity determined by these equations is compared to the appropriate response capability caps from the EPA tables. The actual contracted response amount is the lesser of the two values. If the calculated capacity exceeds the capability caps, sufficient response resources should be available for twice the amount of the caps or up to the total planning volume, whichever is less.

B.2 RESPONSE PLANNING VOLUME CALCULATIONS

Assumptions and factors are provided in 40 CFR 112 and Appendix C to 33 CFR Part 154 for Worst Case Discharge resources and removal capacity planning determination. This information is summarized in the table entitled "EPA/USCG Tables for Worst Case Discharge Response Resources Determination and Removal Capacity Planning".

Response planning volume calculations were developed using the largest Worst Case Discharge for each of the oil groups. These calculations are summarized herein. The results, as shown in the summary below, provide the WCD planning volume and are used in the subsequent response resource calculation.

Discharge Scenario	Potential Oil Group	Planning Volumes (bbls)		
		EPA	DOT/PHMSA	Complex Maximum
Small / Average Most Probable	1	50	N/A	50
Medium / Maximum Most Probable	1	857	N/A	857
Worst Case	(b) (7)(F), (b) (3)			

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TABLE B-1

EPA/USCG TABLES
FOR WORST CASE DISCHARGE RESPONSE RESOURCES DETERMINATION AND REMOVAL CAPACITY PLANNING

Spill Location	Rivers & Canals			Nearshore/Inland/Great Lakes		
Sustainability of on-water oil recovery	3 Days			4 Days		
Oil Group	% Natural Dissipation	% Recovered Floating Oil	% Oil On Shore	% Natural Dissipation	% Recovered Floating Oil	% Oil On Shore
1. Non-persistent oils	80	10	10	80	20	10
2. Light Crudes	40	15	45	50	50	30
3. Medium crudes and fuels	20	15	65	30	50	50
4. Heavy crudes and fuels	5	20	75	10	50	70

EMULSION FACTORS

NON-PERSISTENT OIL	
Group 1	1.0
PERSISTENT OIL	
Group 2	1.8
Group 3	2.0
Group 4	1.4
Group 5	1.0

RESPONSE CAPABILITY CAPS (bbls/day)
(Maximum Required Recovery levels)

AREA	TIER 1	TIER 2	TIER 3
Rivers and Canals	1,875	3,750	7,500
Great Lakes	6,350	12,300	25,000
Inland/Nearshore	12,500	25,000	50,000

ON-WATER OIL RECOVERY RESOURCE MOBILIZATION FACTORS

AREA	TIER 1	TIER 2	TIER 3
River	.30	.40	.60
Inland/Nearshore Great Lakes	.15	.25	.40

NOTE: These mobilization factors are for total resources mobilized, not incremental response resources.

RESPONSE TIME (hours)

AREA	TIER 1	TIER 2	TIER 3
Higher volume port area	6	30	54
All Other	12	36	60

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Irving, TX Terminal

Response Planning Volume Calculations for DOT:

Location Data			
Location Type			River/ Canal
Port Type			Non-High Volume Area
WCD Product Type			Gasoline
Product Group			1
PHMSA WCD Volume (bbls)			(b) (3), (b) (7)(F)
Discharge Volumes/Calculations			
Worst Case Discharge - Based on PHMSA criteria (bbls)			(b) (3), (b) (7)(F)
Selected Calculation Factors (Based on EPA Tables)			
Removal Capacity Planning Volume - Percent Natural Dissipation			80%
Removal Capacity Planning Volume - Percent Recovered Floating Oil			10%
Removal Capacity Planning Volume - Percent Oil Onshore			10%
Emulsification Factor			1
Tier 1 - On Water Oil Recovery Resource Mobilization Factor			30%
Tier 2 - On Water Oil Recovery Resource Mobilization Factor			40%
Tier 3 - On Water Oil Recovery Resource Mobilization Factor			60%
Response Planning Volume Calculation			
On-Water Recovery Volume (bbls)			(b) (3), (b) (7)(F)
Shoreline Recovery Volume (bbls)			
Shoreline Cleanup Volume (bbls)			
	Tier 1	Tier 2	Tier 3
On-Water Recovery Cpcty (bbls/day)			(b) (3), (b) (7)(F)
Shallow Water Resp Cpblty (bbls/day)			
Storage Capacity (bbls/day)			
On-Water Response Caps (bbls/day)			
Additional Response Req'd (bbls/day)			
Response Time (hrs)			

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Irving, TX Terminal

Response Planning Volume Calculations for EPA:

Location Data			
Location Type			River/ Canal
Port Type			Non-High Volume Port or Great Lakes
WCD Product Type			Gasoline
Product Group			1
Capacity of the Largest Single Tank (bbls)			(b) (3), (b) (7)(F)
Discharge Volumes/Calculations			
Average Most Probable or Small Discharge (bbls)			50
Maximum Most Probable or Medium Discharge (bbls)			857
Worst Case Discharge - Based on EPA criteria (bbls)			(b) (3), (b) (7)(F)
EPA WCD Calculation: 100% * Capacity of the Largest Single Tank			
Selected Calculation Factors (Based on EPA Tables)			
Removal Capacity Planning Volume - Percent Natural Dissipation			80
Removal Capacity Planning Volume - Percent Recovered Floating Oil			10
Removal Capacity Planning Volume - Percent Oil Onshore			10
Emulsification Factor			1
Tier 1 - On Water Oil Recovery Resource Mobilization Factor			30%
Tier 2 - On Water Oil Recovery Resource Mobilization Factor			40%
Tier 3 - On Water Oil Recovery Resource Mobilization Factor			60%
Response Planning Volume Calculation			
On-Water Recovery Volume (bbls)			(b) (7)(F), (b) (3)
Shoreline Recovery Volume (bbls)			
Shoreline Cleanup Volume (bbls)			
	Tier 1	Tier 2	Tier 3
On-Water Recovery Cpcty (bbls/day)	(b) (7)(F), (b) (3)		
Shallow Water Resp Cpblty (bbls/day)			
Storage Capacity (bbls/day)			
On-Water Response Caps (bbls/day)			
Additional Response Req'd (bbls/day)			
Response Time (hrs)			

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B.3 RESPONSE CAPABILITY SCENARIOS

The occurrence of a Small, Medium, or Worst Case Discharge could be the result of any number of scenarios at the Facility including:

- Failure of manifold, mechanical loading arm, other transfer equipment, or hoses, as appropriate.
- Tank overfill and/or failure.
- Piping line, valve, or flange leak and/or rupture.
- Tank truck and/or tank car loading overfill and/or failure.
- Explosion or fire.
- Equipment failure (e.g. pumping system failure, relief valve failure, or other general equipment relevant to operational activities associated with internal or external facility transfers).

Events and conditions that pose a substantial threat of a Worst Case Discharge might include:

- Tank and associated piping fire.
- Catastrophic tank shell failure.
- Natural disaster induced tank shell or major piping failure.

A sudden release of tank contents due to the above potential threats could result in a breach of the tank basin secondary containment.

Actions to prevent or mitigate a Worst Case Discharge due to the above potential threats include:

- Periodic inspection of the tank to confirm integrity.
- Periodic inspection of the tank basin secondary containment to confirm integrity.
- Preventive maintenance as appropriate of the tank and associated piping.
- Training of facility personnel on the proper procedures in event of a natural disaster to minimize the potential impact.

Abnormal operations, which could result in a substantial threat of a worst case discharge, may include:

- Unintended closure of valves.
- Pressure differential exceeds or drops below the normal operating limits.
- Loss of communications.
- Operations of any safety device (i.e., relief valve or rupture disc).

If any of these events occur, the affected system will be investigated, corrective action initiated, and the situation monitored by pipeline personnel. All corrective actions will be performed by qualified personnel appropriate to the task.

The response actions to each of these scenarios are outlined in Section 3. The response resources, including detail on equipment and manpower, are identified in Appendix A. Facility response personnel list/telephone numbers and other internal/external resources telephone numbers are detailed in Figures 2.2 and 2.5.

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Small/Average Most Probable Discharge = 50 Bbls (EPA)

A small discharge is a spill of 2100 gallons (50 bbls) or less.

Description

Small/Average Discharge Scenario:

- Time: 1000
- Weather: 15 mph wind from NW; raining
- Temperature: 55°F

At 1000 hours a terminal mechanic was making normal rounds and discovered gasoline in the pond. Upon investigation, the terminal mechanic discovered that due to heavy rains and lightning there was a malfunction of the 15 year old Scully overfill protection system. Failure of the Scully overfill protection system caused a truck overfill at the loading rack. The product ran into the loading rack drains and into the east oil/water separator. The combination of heavy rain and overfill caused an overloading of the separator and product discharged from the separator to the lift station where it was pumped into the pond. First estimates are 2100 gallons of gasoline discharged into the terminal pond. (b) (3), (b) (7)(F) .

Additional Comments

- **1000:** Spill discovered and reported to Terminal Superintendent by the terminal operator (T.O.). Terminal operations were shutdown. Drivers were assembled in the primary safe haven area. T.O. assigned to staff gate and direct non-essential traffic away from terminal.
- **1005:** Foreman calls 911.
- **1010:** Terminal mechanic turned the pump at the lift station off to stop further discharge into the pond.
- **1012:** Terminal Superintendent notifies TCEQ, the Irving DPS, OSRO, and Operations Manager (for upline reporting).
- **1012:** Foreman calls OSRO requesting 5 people, 1 vacuum truck, and 1000 ft of boom. ETA one hour.
- **1015:** Fire Department arrives and performs gas test and assists Terminal Superintendent in assessing the situation. Gas test results: LEL = 0%, Benzene = 0.1%, O2 = 20.8%. A safety/tactics meeting is held.
- **1030:** Terminal Fleet Superintendent diverted carrier trucks to alternate terminals. Estimated diversion to last 1 day.
- **1030:** Terminal mechanic begins placing absorbent material on pond.
- **1100:** OSRO arrives with 5 employees and vacuum truck.
- **1130:** Free product vacuumed up and put into storage.
- **1400:** Used absorbent material would be disposed of per RCRA and TCEQ guidelines at an Exxon approved disposal site.
- **1500:** TS contacts environmental remediation consultant (Applied Earth Sciences) to evaluate and assess remediation requirements and equipment needed.

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Response Requirement

The Facility shall identify sufficient resources, by contract or other approved means, to respond to a Small Discharge. The response resources shall, as appropriate, include:

- 1,000' of containment boom and a means of deploying it within one (1) hour of the discovery of a spill.
- Oil recovery devices with an effective daily recovery capacity (50 bbls/day) equal to the amount of oil discharged in a *Small Discharge* which is available at the Facility within two (2) hours of the detection of an oil discharge.
- Oil storage capacity (100 bbls) for recovered oily material equivalent to twice the effective daily recovery rate.

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Facility Response Resources/Capability

The Facility will respond to a ***Small Discharge*** with the manpower detailed in Figures 2.1 as well as local contract resources as detailed in Figure 2.2 and Appendix A.

Notes

- Equipment and personnel resources are detailed in Section 4.0 and Appendix A.
- Telephone notification and contact references are provided in Figures 2.1, 2.2, and 2.5.
- Response personnel are trained for responding to small discharges through regularly scheduled tabletop exercises, discharge prevention/safety meetings, FRP reviews, and actual responses to spills.

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Medium/Maximum Most Probable Discharge = 857 Bbls (EPA)

A medium spill is between 2,100 gallons and 36,000 gallons.

Description

Medium/Maximum Discharge Scenario:

- Time: 1300
- Weather: 10 mph wind from N; cloudy
- Temperature: 50°F

At 1300 hours, the terminal mechanic was making normal rounds and discovered gasoline in the diked area of the terminal. As the terminal mechanic made his way around the dike wall, he found a (b) (3), (b) (7)(F) (Regular Unleaded gasoline) was leaking. First estimates of product lost were obtained by checking the last tank gauge and product sold. It appeared approximately 36,000 gallons of product discharged into the diked area. (b) (3), (b) (7)(F)

Additional Comments

- **1300:** Spill discovered by terminal mechanic and reported to Terminal Superintendent. Terminal operations were shut down, and persons on site were assembled in safe haven area. Terminal Operator (T.O.) was assigned to staff the gate and direct non-essential traffic away from the terminal.
- **1302:** Terminal Superintendent (T.S.) called Fire Department.
- **1305:** T.O. advises T.S. that the valve could be closed and bolts tightened to prevent further discharge. T. S. determines they would wait for Fire Department to assess if it was safe to proceed with this.
- **1305:** T.O. calls OSRO for people and 1 vacuum truck. ETA 1 hour.
- **1310:** Fire Department arrives and is briefed. Unified Command is established. Fire Department performs a gas test. Gas test results were: LEL = 5%, Benzene = 0.2%, O2 = 20.8%. Using a plot plan, the Fire Department closes the valve and tightens bolts. Strategies/tactics are outlined.
- **1320:** Fire Department begins to apply foam to blanket area and minimize vapor escape.
- **1405:** Working Foreman diverted trucks to alternate terminals. Estimate diversion to last 1-2 days.
- **1430:** Fire Department completed applications of foam and terminal operator begins to apply water cushion.
- **1435:** OSRO arrives with 15 people and 1 vacuum truck. Safety meeting is held and OSRO sets up to begin recovery of product. Water/product mixture taken to approved disposal facility. Clean product pumped back through pump off stations into storage.
- **1500:** TCEQ representative tours site.
- **1600:** TS contacts environmental remediation consultant (Applied Earth Sciences) to evaluate and assess remediation requirements and equipment needed.

Recovery operations would continue for 1-2 days followed by soil excavation. Contaminated soil and used absorbent materials would be disposed of per RCRA and TCEQ guidelines at an Exxon approved disposal site.

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Response Requirement

The Facility shall identify sufficient response resources, by contract or other approved means, to respond to a Medium Discharge. The response resources shall, as appropriate, include:

- Oil recovery devices with an effective daily recovery capacity equal to 50% of the *Medium Discharge* volume that is capable of arriving on scene within the required time limits. (See Recovery Times on Table B-1.)

- Sufficient quantity of containment boom must arrive within the required time limits for oil collection and containment and for protection of fish and wildlife and sensitive environments, as appropriate. (See Recovery Times on Table B-1.)

- Temporary storage capacity equal to twice the daily recovery capacity.

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Facility Response Resources/Capability

The Facility will initially respond to a ***Medium Discharge*** with a similar response to the Small Discharge. Additional response resources will be activated from an Oil Spill Removal Organization (s) (OSRO) as detailed in Figure 2.2 and Appendix A.

Notes

- Equipment and personnel resources are detailed in Section 4.0 and Appendix A.
- Telephone notification and contact references are provided in Figures 2.1, 2.2, and 2.5.
- Spill response personnel, including Facility members, are continually trained to respond to medium discharges through regularly scheduled tabletop exercises, discharge prevention/ safety meetings, FRP reviews, HAZWOPER training, and other PREP training.

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EPA Worst Case Discharge = [redacted]

The worst case discharge for this facility is the capacity of the largest storage tank [redacted].

Description

Worst Case Discharge Scenario:

- Time: 0500
- Weather: 10 mph wind from South, raining heavily all night
- Temperature: 80°F

At 0500 hours, a Terminal Operator (TO) heard a loud noise and discovered that tank [redacted] which was constructed in 1959 had failed due brittle fracture. [redacted] lds a total volume of [redacted]. The force of the product consequently damaged the dike wall on the northwest side and the surge sent the product over the dike, down the Northwest corner to the ravine across the railroad tracks. The drainage ditch is comprised of three sections. The first section is made up of rock and grass and is 3 ft. wide and 2 ft. deep. It runs for approximately 30 yards into a 48" diameter corrugated metal pipe. This pipe is 30 yards long and runs into a 5 ft. wide rock and grass ditch that is approximately 2 ft deep. This ditch runs for 150 yards into the first Las Colinas pond.

Additional Comments

- **0500:** Terminal Operator (TO) discovers leak and runs back to the gatehouse shutting down the loading rack on the way. TO requests all drivers to report to safe haven area in front of Gate House.
- **0505:** Terminal Operator assumes responsibility of escorting drivers to safe haven, closing terminal gates and directing traffic away from facility.
- **0505:** TO calls Irving Fire Department and notifies them of the spill. TO then calls pipeline to shut the line down. TO then calls Terminal Superintendent (TS) to notify him of the spill.
- **0510:** TS asks T.O. to call the OSRO to bring boom, personnel, and a means to deploy boom. He also calls the Environmental Advisor.
- **0512:** TS skypages Operations Manager (OM) who is out of town and informs him of spill details.
- **0515:** OM notifies Distribution Headquarters in Fairfax.
- **0515:** Fire Department arrives and meets with T.O. to discuss details of spill.
- **0520:** Fire Department sends two men in protective clothing into tank field to survey level of contamination and check pond discharge valve.
- **0525:** Police department arrives to direct traffic away from terminal and initiate evacuation procedures for nearby neighborhood.
- **0525:** Two mechanics arrive and are briefed on details of spill by T.O.
- **0530:** Fire Department survey team reports closing pond discharge valve and product flowing off property into drainage ditch and headed for Las Colinas ponds.
- **0545:** TS arrives and assumes role of Incident Commander.
- **0550:** Foreman radios in that product has entered the first pond and is headed for the second. They estimate volume to be 8 to 10,000 barrels.
- **0552:** OSRO Supervisor arrives and is briefed. Fire Department initiates foaming of first pond.
- **0610:** OSRO's response team calls to ensure equipment will arrive at ponds 1 & 2.
- **0625:** OSRO representative goes to ponds to ensure proper booming of ponds 1 & 2.

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- **0655:** OSRO responders and additional equipment arrives. Skimming procedures and product recovery is initiated. Vacuum trucks return to terminal, pump off product into interface tank, and then return to pond.
- **0800:** TS contacts appropriate regulatory agencies (National Response Center, TCEQ, U. S. Fish and Wildlife and Texas Parks & Wildlife Dept.) and informs them of situation.
- **0830:** TS contacts environmental remediation consultant (Applied Earth Sciences) to evaluate and assess remediation requirements and equipment needed.
- **0900:** Press conference held by Exxon management. Statement includes: approximately (b) (7)(F), (b) of gasoline was spilled. Approximately 10,000 barrels discharged offsite with most of this entering the Las Colinas ponds. Oil spill cleanup efforts are underway and will continue 24 hours a day until recovery and cleanup is complete.

Estimate product on pond to be recovered within two days through skimming efforts of OSRO. Contaminated soil to be sampled and results forwarded to Exxon as soon as possible. Soil excavation of contaminated soil off Exxon property to take place immediately upon approval from TCEQ and will be coordinated by AES. Estimate completion of excavation in 3-5 days. Disposal of all waste (soils, booms, absorbents) per RCRA and TCEQ guidelines. AES will coordinate weekly soil sampling and tilling to take place on contaminated soil on Exxon property with process to continue until acceptable benzene levels are reached.

The off-specification product which was stored in the terminal interface tank will be transported back to the Exxon Baytown Refinery via pipeline or by truck.

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Response Requirement

The Facility shall identify sufficient response resources, by contract or other approved means, to respond to a Worst Case Discharge to the maximum extent practicable. The response resources shall, as appropriate, include:

- Oil recovery devices with an effective daily recovery capacity equal to the lesser of the WCD Response Planning Volume Calculation or the response caps. If the daily recovery rate exceeds the applicable contracting caps (see Table), then the Facility must identify additional resources equal to twice the cap or the amount necessary to reach the calculated planning volume.
- Temporary storage capacity equal to twice the daily recovery capacity.
- At least 20% of the on-water response equipment should be capable of operating in water of 6 feet or less depth.
- Containment boom for oil collection and containment and for protection of areas of environmental sensitivity or economic importance.
- Identify resources capable of responding to a shoreline clean-up operation involving the calculated volume of oil and emulsified oil that might impact the affected shoreline.
- The above Response Planning Volume requirements, including response times, are based on Attachment E-1 of Appendix E to 40 CFR Part 112. (See Recovery Times on Table B-1.)

Facility Response Resources/Capability

The Facility will respond to a Worst Case Discharge (WCD) initially with a similar response as identified for a Small or Medium Discharge. Facility Management will initiate “response actions” located in Section 3 immediately upon discovering a spill. Additional OSRO(s) will be activated as the situation demands. The response resources will be capable of arriving within the required response tiers and will include:

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Notes

- Equipment and personnel resources are detailed in Section 4.0 and Appendix A.
- Telephone notification and contact references are provided in Figures 2.1, 2.2 and 2.5.
- Spill response personnel, including Facility members, are continually trained to respond to worst case discharges through regularly scheduled PREP exercises (i.e. TTX, QI notification, equipment deployment), discharge prevention/safety meetings, FRP reviews, and HAZWOPER training. A minimum of one tabletop exercise (TTX) in a triennial cycle will involve a Worst Case Discharge scenario.

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DOT/PHMSA Worst Case Discharge = (b) (7)(F), (b)

Description

Breakout tanks receive product via the ExxonMobil Pipeline System.

Volume

Capacity of the single largest breakout tank or battery of tanks within a single secondary containment system, adjusted for the capacity or size of the secondary containment system

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%
Overfill protection Designed according to API RP 2350	5%
Testing/cathodic protection designed according to API Std 650/651/653.	5%
Maximum allowable credit or reduction	70 (sum of above)

Largest Breakout Tank * Maximum Allowable Credit = **Breakout Tank Worse Case Discharge**

Worst Case Discharge = (Greater of Breakout or Pipeline WCD) (b) (7)(F), (b)

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B.4 PLANNING DISTANCE CALCULATION

The Exxon Irving Terminal is located on the north side of Irving, Texas. Surface topography gently slopes to the north. Site visits were performed on September 14, 1993 by Cook & Joyce, Inc. and in February 1997 by Dames & Moore to confirm site drainage. Onsite drainage either flows west to a storm sewer line, discharging into a drainage ditch along the Burlington Northern Railroad, or flows north to an onsite holding pond, which discharges into a culvert drainage pipe at the northern end of the property. Both of these drainages flow into a series of storm sewers connected by open siphon ponds known as Las Colinas Ponds.

In the event of a large release, petroleum product could escape via a culvert pipe on the north side or a drainage ditch along the western border of the terminal. This would flow to a series of storm sewers connected by Las Colinas Ponds and flow 8,500 feet (1.6 miles) north towards the Elm Fork of the Trinity River. Product would flow east and then south in the Elm Fork of the Trinity River, for approximately 7.3 miles toward the Trinity River. Product would flow southeast in the Trinity River for approximately 16.4 miles.

Calculation of the planning distance is based on the following terminal and vicinity characteristics presented below in segments as shown in Figures 2 through 7:

The nearest moving body of water is the Elm Fork of the Trinity River located within one mile north of the terminal. The Trinity River is located approximately 3.5 miles southeast of the terminal. A small pond exists 200 feet west of the terminal. Las Colinas Ponds are open siphon ponds connected by storm sewers and exist within one-half mile of the terminal.

Petroleum product released from the terminal would likely enter a drainage ditch on the northern or western border of the terminal and pass through a series of storm sewers connected by Las Colinas Ponds, discharging into the Elm Fork of the Trinity River, as described below for Segment A-B-C.

Product would flow in the Elm Fork of the Trinity River, east toward Frasier Dam and then south toward the Trinity River, via open channel flow, as described separately below for Segment C-D and Segment D-E.

Product would flow southeast in the Trinity River, via open channel flow, as described below for Segment E-F.

Calculation of the planning distance for the transport of petroleum product on moving water was based on guidelines provided in 40 CFR 112 and the use of the following equation:

$$d = v * t * c$$

where:

d = the distance, in miles, downstream from a facility within which an environmentally sensitive area could be injured or a drinking water intake would be shut down in the event of an oil discharge.

v = velocity, in feet per second, of the flowing water of concern as determined by the Chezy-Manning equation or by a verifiable study to determine an average velocity of the flowing water.

t = planning time interval, in hours, as specified in Table 3 of Attachment C-III of 40 CFR 112 Final Rule, dated July 1, 1994. The specified time interval accounts for the response contractor arrival time and deployment time. The specified time interval for a Higher Volume Port Area is 15 hours; for a Great Lakes area is 27 hours; and for all other rivers, canals, inland, and near shore areas is 27 hours.

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c = constant conversion factor of 0.68 seconds-mile/hour-foot.

To estimate the stream or river velocity, v, where a verifiable study had not been previously performed to determine the average velocity of the stream, the Chezy-Manning equation was used:

$$v = (1.5 / n) * r^{2/3} * s^{1/2}$$

where:

n = roughness coefficient for natural streams as specified in Table 1 of Attachment C-III of 40 CFR 112 Final Rule, dated July 1, 1994.

r = hydraulic radius under average flow conditions. For parabolic channels, the hydraulic radius is estimated as the average mid-channel depth multiplied by a factor of 0.667.

s = slope of the stream or river.

Calculation of the planning distance for the Irving Terminal consisted of four segments over a 27 hour time interval as specified for "all other areas":

Segment A-B-C: Approximately 8,500 feet (1.6 miles) of flow in a drainage ditch and in a series of storm sewers connected by Las Colinas Ponds into the Elm Fork of the Trinity River which would take approximately 6 minutes to 1.2 hours as computed conservatively using the typical velocity values in the range of 2 to 25 feet/second for flow in open channel flow provided in Section 5.2 of Attachment C-III to 40 CFR 112.

Segment C-D: Approximately 3.8 miles of flow in the Elm Fork of the Trinity River towards Frasier Dam which would take approximately 5.5 hours as computed using a typical velocity of 1.01 feet/second for product spills on still water. The Elm Fork of the Trinity River is hydraulically controlled by the City of Dallas from the California Dam, located upstream of the terminal to the Frasier Dam, located 3.75 miles downstream of the terminal. Therefore, this reach of the Elm Fork of the Trinity River is conservatively considered still water for the purposes of estimating the planning distance. Calculation of the velocity assumes no spreading effect and a flow velocity of 0.69 miles/hour (1.01 feet/second) for a product spill on still water during a 20 knot wind/storm condition, as provided in Section 3.0 of Attachment C-III to 40 CFR 112.

Segment D-E: Product would flow approximately 3.5 miles downstream from the Frasier Dam to the confluence of the Elm Fork of the Trinity River with the Trinity River. Flow in this reach of the Elm Fork of the Trinity River would take approximately 3.8 hours as computed using an estimated velocity of 1.36 feet/second. Calculation of the velocity conservatively assumes that the reach of the Elm Fork, after Frasier Dam, is similar to that of the Trinity River for purposes of estimating the planning distance.

Segment E-F: Product would flow approximately 16.4 miles downstream from the confluence of the Elm Fork of the Trinity River with the Trinity River. Flow in the Trinity River would take approximately 17.7 hours as computed using an estimated velocity of 1.36 feet/second. Calculation of the velocity was based on a flow model produced by the United States Army Corps of Engineers for the Trinity River. The model was evaluated for the average mean annual discharge of 1809 cubic feet/second for water years 1934-1995 at the Trinity River at Dallas gauging station, (USGS, 1995). The average velocities produced by the model were evaluated at specific river mile locations from the confluence of the Trinity River with the Elm Fork to the intersection of the Trinity River with Interstate 20 in Dallas.

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Following is a summary of segment distances and times for the Irving Terminal:

Segment A-B-C*:	Storm Sewer/ Las Colinas Ponds*	1.6 miles*	0.1 hour*
Segment C-D:	Elm Fork of the Trinity River before Frasier Dam	3.8 miles	5.5 hours
Segment D-E:	Elm Fork of the Trinity River after Frasier Dam	3.5 miles	3.8 hours
Segment E-F:	Trinity River	16.4 miles	17.7 hours
Total Planning Distance:		**25.3 miles**	**27.0 hours**

* The flow distance in the storm sewer/Las Colinas ponds, Segment A-B-C, is conservatively considered negligible in the calculation of the planning distance for the Irving Terminal.

Based on the calculations presented above and the characteristics of the terminal and vicinity, the planning distance is estimated to be 25.3 miles downstream from the terminal or 16.4 miles downstream from the confluence of the Elm Fork of the Trinity River with the Trinity River, along the above-described path of flow.

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APPENDIX C

HAZARD EVALUATION

C. 1 Hazard Identification

C. 2 Discharge Detection

C. 3 Facility Self-Inspections

C. 4 Analysis of the Potential for a Spill

C. 5 Reportable Spill History

Table C-1 Reportable Oil Spill History

Table C-2 Potential Spill Sources and Container Identification Tables

Figure C.1 Tank Inspection Checklist

Figure C.2 Secondary Containment Inspection Checklist

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C.1 HAZARD IDENTIFICATION

Loading / Unloading of Transportation Vehicles

Truck loading procedures, although there are many safeguards, could result in release. This release volume could range from a drip to 9.2 kG (largest tanker). Causes could be line failure, loading arm failure, meter failure, trailer valve or tank shell rupture, or trailer overfill. Gasoline additive and Ethanol is received by tank truck and releases could occur. Occasionally product is received from another terminal and likewise could result in a release. Gasoline release volume could be as much as 9.2 kG, by hose, valve, pipe or pump failure.

Day-to-Day Operations

Operations on a day-to-day basis at the Irving Terminal that could result in a release of hazardous substance are as follows:

- Truck Fueling Dispenser - Release could occur due to hose rupture, hose being dropped with nozzle still open, vehicle tank being overfilled, or vehicle fuel tank failure. This release should be no more than 55 gallons as our procedures require the driver to be at the hose at all times during the refueling process.
- Terminal Maintenance - Release could occur during normal M&R such as valve replacement, pump replacement, line replacement or repair. Failure to close proper valves, drain lines, or follow safe repair maintenance guidelines could result in releases of up to 100 gallons. The probability of this is greatly reduced by our procedure requiring the working foreman or Terminal Superintendent to be present while this type work is being done.
- Drawing Water - Release could occur during water draw-off procedures if a valve could not be closed or if the return pump failed to turn on as necessary. This could result in a release of approximately 38 kB - the volume of the largest tank.
- Pumpback Pad - Release could occur due to hose failure, pump failure, valve line or gasket failure, trailer valve failure or trailer rupture, tank overfill or catastrophic tank failure.
- Additive Pump Off - Release could occur due to hose, pump, line, trailer valve failure or trailer rupture, tank overfill or catastrophic tank failure.

The immediate danger of a release at this facility is the danger of fire or explosion. Upon discovery of a release operations should be shut down immediately to minimize sources of ignition. All personnel in the facility should be alerted by two-way communications or by sounding the fire alarm. They should then proceed to the designated areas and proceed with emergency response notification and response plans. Before re-entering the release area appropriate personal protective equipment should be donned and the area checked with an explosive meter and also for benzene content in the air.

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Transfer Piping

Releases could occur due to pipeline rupture, valve failure, sample fine failure, pressure relief valve failure, tank overfill or catastrophic tank failure.

Secondary Containment Drainage

Drainage from Storage Areas

This drainage is contained within the diked areas. The diked areas are constructed of natural clay soil. Accumulation of rainfall in the dike area drains to the dike wall sump. The sump pumps have a capacity of approximately 500 gallons per minute and are manually operated. The sump pumps from T-697 and T-699 dike wall pump through drainage pipe to the lift station where the water is automatically pumped to the pond through drainage pipe. The sump pumps from tanks 920, 982, 1091 and 1120, 1131, 7845 tee into the drainage pipe and flows to the pond by gravity.

Drainage from the Loading Rack

Drainage goes to the concrete drain sumps at the loading islands which are hard piped to the east oil/water separator. This separator will hold a spill of approximately 1500 gallons. Drainage from the loading rack pump area, the terminal maintenance shop, and the driveway areas go either to the south or east oil/water separators as described in the drainage diagram. Water from the two separators flows to the lift station where it is co-mingled with stormwater from the diked areas and driveways. The water is pumped through drainage pipe to the pond. (b) (3), (b) (7)(F) [redacted]

No discharge is allowed from the pond unless the pond is inspected to ensure compliance with NPDES water quality standards in the terminal's General Permit. The NPDES General Permit includes storm water discharges. The facility does not have any weirs or pre-staged boom on site.

Security

(b) (7)(F), (b) (3) [redacted]

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Hazard Identification Tank Tables

Hazard Identification Tank Tables are located in Table C-2.

C.2 DISCHARGE DETECTION

The Facility has a discharge detection program which is intended to limit the effects of a hazardous material release.

Detection by Personnel

The facility is staffed 24 hours per day by competent personnel. Terminal mechanics continuously monitor the site throughout the day. Terminal Operators are required to make rounds every 4 hours during the night shift. These inspections are documented in a log book. All terminal personnel are trained as first responders and are expected to initiate emergency response by calling the Qualified Individual and beginning containment activities.

Automated Detection Systems

The facility has both mechanical (Magnitrol) and electronic (HTG) high level alarms on each storage tank. The mechanical alarms are tested and inspected monthly. The electronic alarms are monitored locally in the terminal office and remotely by Exxon Pipeline in Houston. The drain tank, o/w separators, off-spec product tank and VRU knock-out tank are gauged daily. The VRU knock-out tank, drain tank and off-spec product tank have high level alarms which are tested monthly and interstitial space monitors to sense either water or hydrocarbon. The interstitial space monitors are activated monthly to ensure proper operation. Monthly activation of tank alarms serve as verification of alarm operation.

C.3 FACILITY SELF-INSPECTIONS

Written procedures for and record of the Facility inspections of tanks and secondary containment are documented in this section. The Facility self-inspection requires two steps: 1) a checklist of items to inspect, and 2) a method of recording the actual inspection findings. All inspection records are maintained for a minimum of 5 years.

Tank Inspections

All tanks at the facility are inspected according to API Standard 653 - Tank Inspection, Repair, Alteration, and Reconstruction - First Edition, January, 1991.

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FIGURE C.1
TANK INSPECTION CHECKLIST

The tanks are inspected against the following checklist at a minimum:

- Check tanks for leaks, specifically looking for:
    - Drip marks
    - Discoloration of tanks
    - Puddles containing spilled or leaked material
    - Corrosion
    - Cracks
    - Localized dead vegetation
- Check foundation for:
    - Cracks
    - Discoloration
    - Puddles containing spilled or leaked material
    - Settling
    - Gaps between tank and foundations
    - Damage caused by vegetation roots
- Check piping for:
    - Droplets of stored material
    - Discoloration
    - Corrosion
    - Bowing of pipe between supports
    - Evidence of stored material seepage from valves or seals
    - Localized dead vegetation

Records of the inspections are maintained at the Facility. These records are maintained for a period of five (5) years and are available for review at any time at the Facility Office.

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FIGURE C.2
SECONDARY CONTAINMENT INSPECTION CHECKLIST

The Secondary Containment systems are inspected against the following checklist:

- Dike or berm system
    - Level of precipitation in dike/available capacity
    - Operational status of drainage valves
    - Dike or berm permeability
    - Debris
    - Erosion
    - Permeability of the earthen floor of diked area
    - Location/status of pipes, inlets, drainage beneath tanks, etc.
- Secondary containment
    - Cracks
    - Discoloration
    - Presence of spilled or leaked material (standing liquid)
    - Corrosion
    - Valve conditions
- Retention and drainage ponds (as applicable)
    - Erosion
    - Available capacity
    - Presence of spilled or leaked material
    - Debris
    - Stressed vegetation

Records of the inspections are maintained in the Facility. These records are maintained for a period of five (5) years and are available for review at any time at the Facility Office.

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C.4 ANALYSIS OF THE POTENTIAL FOR A SPILL

The potential for a spill has been analyzed and deemed to be present, but unlikely. The probability of tank failure for single-wall storage tanks is 1.0×10^{-4} spill/tank-year (U.S. DOT, FEMA, and U.S. EPA Handbook of Chemical Hazard Analysis Procedures). The facility has 20 single-wall tanks which gives a spill frequency of 0.002 spills/year.

Oil Spill History

Refer to the Reportable Oil Spill History portion of this Appendix for details concerning spill history for the life of the Facility.

Tank Age

Refer to the Hazard Identification Table located in this Appendix for the year of construction of each of the bulk storage containers at the Facility.

Horizontal Range of a Spill

Secondary containment dikes at the Facility will in most cases prevent the horizontal migration of a spill. Attenuations of any spilled material which might escape a diked area would be accomplished through the implementation of spill response activities by: (1) Facility personnel, or if necessary, (2) the spill response contractor listed in this Plan.

Vulnerability to a Natural Disaster

Severe weather conditions will normally be predicted well in advance. As part of the daily routine during high-risk periods, a designated employee should check the weather predictions. Phone numbers for the National Weather Service and Local TV/Radio station phone numbers are in the Section 2.

Other Factors

There are no other factors that may increase the likelihood of a spill at this facility.

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C.5 REPORTABLE OIL SPILL HISTORY

NRC Reports subject to OPA 90 regulations as of the publication date of this Plan are summarized in the following table. Details obtained from Incident Reports are maintained on-site.

The reports contain the below listed information to the extent that such information is reasonably identifiable.

- Date of discharge.
- Location of discharge.
- Discharge cause(s)
- Material(s) discharged.
- Amount discharged.
- Amount of discharge that reached navigable waters.
- Amount recovered.
- Effectiveness and capacity of secondary containment.
- Clean-up actions taken.
- Steps taken to reduce possibility of recurrence.
- Total storage capacity of the tank(s) or impoundment(s) from which the material discharged.
- Enforcement actions.
- Effectiveness of monitoring equipment.
- Description of how spill was detected.

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TABLE C-1

REPORTABLE OIL SPILL HISTORY	
Date of discharge:	05/23/2001
Location of discharge:	N/A
Discharge cause(s):	Overflow
Material(s) discharged:	ULSD
Amount discharged:	1,500 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	N/A
Effectiveness and capacity of secondary containment:	N/A
Clean-up actions taken:	Contaminated soil was excavated.
Steps taken to reduce possibility of recurrence:	N/A
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	(b) (7)(F), (b) (3) [redacted]

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REPORTABLE OIL SPILL HISTORY	
Date of discharge:	03/12/1992
Location of discharge:	N/A
Discharge cause(s):	N/A
Material(s) discharged:	Diesel
Amount discharged:	10 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	N/A
Effectiveness and capacity of secondary containment:	N/A
Clean-up actions taken:	Product contained and recovered. Contaminated soil excavated.
Steps taken to reduce possibility of recurrence:	N/A
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	10 gallon diesel spill from contractor's generator.

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REPORTABLE OIL SPILL HISTORY	
Date of discharge:	08/11/1990
Location of discharge:	Loading rack
Discharge cause(s):	Obstruction in underground piping
Material(s) discharged:	Diesel
Amount discharged:	15 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	15 gallons
Effectiveness and capacity of secondary containment:	N/A
Clean-up actions taken:	All product contained and recovered.
Steps taken to reduce possibility of recurrence:	N/A
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	15 gallon diesel spill at rack due to an obstruction in underground piping.

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REPORTABLE OIL SPILL HISTORY	
Date of discharge:	05/21/1990
Location of discharge:	Tank A-699
Discharge cause(s):	Exxon pipeline valve malfunction
Material(s) discharged:	Diesel and Supreme
Amount discharged:	2,000 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	1,400 gallons recovered
Effectiveness and capacity of secondary containment:	Contained inside dike.
Clean-up actions taken:	Contaminated soils were excavated.
Steps taken to reduce possibility of recurrence:	Terminal now contacts Exxon Pipeline to cross-check in order to prevent recurrence.
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	(b) (7)(F), (b) (3) [redacted]

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REPORTABLE OIL SPILL HISTORY	
Date of discharge:	12/25/1989
Location of discharge:	Tank A-1120 in tank field
Discharge cause(s):	Tank sample valve had frozen and broken off.
Material(s) discharged:	Regular Unleaded
Amount discharged:	3,300 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	N/A
Effectiveness and capacity of secondary containment:	Product contained by dike.
Clean-up actions taken:	Pumped back into storage.
Steps taken to reduce possibility of recurrence:	Sample taps were removed to prevent recurrence.
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	(b) (7)(F), (b) (3) [redacted]

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REPORTABLE OIL SPILL HISTORY	
Date of discharge:	08/18/1989
Location of discharge:	N/A
Discharge cause(s):	Overflow
Material(s) discharged:	Diesel
Amount discharged:	1,900 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	All product recovered. No soil/air contamination.
Effectiveness and capacity of secondary containment:	N/A
Clean-up actions taken:	N/A
Steps taken to reduce possibility of recurrence:	(b) (3), (b) (7)(F)
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	(b) (7)(F), (b) (3)

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REPORTABLE OIL SPILL HISTORY	
Date of discharge:	01/09/1988
Location of discharge:	Tank A-920
Discharge cause(s):	Flow through tank's side sample valve.
Material(s) discharged:	Turbo
Amount discharged:	200 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	N/A
Effectiveness and capacity of secondary containment:	Product contained
Clean-up actions taken:	Product cleaned up
Steps taken to reduce possibility of recurrence:	Sample taps were removed to prevent recurrence.
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	(b) (7)(F), (b) (3)

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REPORTABLE OIL SPILL HISTORY	
Date of discharge:	01/03/1988
Location of discharge:	Tank A-700
Discharge cause(s):	Overflow after failure to check storage and high level alarm.
Material(s) discharged:	Leaded Regular
Amount discharged:	17,500 gallons
Amount of discharge that reached navigable waters:	N/A
Amount recovered:	16,000 gallons was recovered
Effectiveness and capacity of secondary containment:	All product contained
Clean-up actions taken:	N/A
Steps taken to reduce possibility of recurrence:	Terminal initiated additional procedures for verification of tank capacity. Current terminal procedures include the monitoring of tank capacities every 4 hours to prevent recurrence.
Total storage capacity of the tank(s) or impoundment(s) from which the material discharged:	N/A
Enforcement actions:	N/A
Effectiveness of monitoring equipment:	N/A
Description of how spill was detected:	(b) (7)(F), (b) (3)

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TABLE C-2

POTENTIAL SPILL SOURCES AND CONTAINER IDENTIFICATION (Any container that stores oil)						
Container I.D.	**Substance Stored** *(Oil & Haz. Substance)*	**Average Quantity Stored** *(Gallons)*	**Maximum Capacity** *(Gallons)*	**Container Type** *(i.e. floating roof, fixed roof, etc.)*	**Year Built**	**Secondary Containment Capacity** *(Volume - Gallons)*
BULK STORAGE CONTAINERS						
697*	Gasoline	(b) (7)(F), (b) (3)		Internal Floating Roof	1946	(b) (7)(F), (b) (3)
698*	Distillate			Fixed Roof	1946	
699*	Ethanol			Internal Floating Roof	1946	
700*	Ethanol			Internal Floating Roof	1946	
701*	Interface			Floating Roof	1971	
920*	Gasoline			Internal Floating Roof	1993	
982*	Gasoline			Internal Floating Roof	1952	
1091*	Diesel			Internal Floating Roof	1958	
1120*	Gasoline			Internal Floating Roof	1959	
1131*	Gasoline			Internal Floating Roof	1960	
7840	Additive			Horizontal	2003	
7850	Additive			Horizontal	2003	
7860*	Additive			Vertical	1994	
7870	Additive			Vertical	1998	
7880*	Additive			Horizontal	1994	
7890	Additive			Horizontal	1994	
7900	Additive			Horizontal	2005	

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POTENTIAL SPILL SOURCES AND CONTAINER IDENTIFICATION (Cont'd)						
Container I.D.	**Substance Stored** *(Oil & Haz. Substance)*	**Average Quantity Stored** *(Gallons)*	**Maximum Capacity** *(Gallons)*	**Container Type** *(i.e. floating roof, fixed roof, etc.)*	**Year Built**	**Secondary Containment Capacity** *(Volume - Gallons)*
BULK STORAGE CONTAINERS						
7910**	Diesel / Additive	(b) (7)(F), (b) (3)		Horizontal	2005	(b) (7)(F), (b) (3)
-***	Lube Oil			Horizontal	2000 (est)	
-***	Used Oil			Horizontal	2000 (est)	

Comments

The loading rack drain sumps are piped into the east oil/water separator. The separator will hold a spill of approximately 1500 gallons.
* These tanks have additional containment capacity provided by the pond of (b) (7)(F), (b) (3)
** Tank 7910 is in an idle state and is currently empty.
*** Area is inside building and drains to east oil water separator.

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POTENTIAL SPILL SOURCES AND CONTAINER IDENTIFICATION (Any container that stores oil)						
Container I.D.	**Substance Stored** *(Oil & Haz. Substance)*	**Average Quantity Stored** *(Gallons)*	**Maximum Capacity** *(Gallons)*	**Container Type** *(i.e. floating roof, fixed roof, etc.)*	**Year Built**	**Secondary Containment Capacity** *(Volume - Gallons)*
OIL FILLED OPERATIONAL EQUIPMENT						
There is no regulated Operational Equipment at this facility.						

Comments

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POTENTIAL SPILL SOURCES AND CONTAINER IDENTIFICATION (Any container that stores oil)						
Container I.D.	**Substance Stored** *(Oil & Haz. Substance)*	**Average Quantity Stored** *(Gallons)*	**Maximum Capacity** *(Gallons)*	**Container Type** *(i.e. floating roof, fixed roof, etc.)*	**Year Built**	**Secondary Containment Capacity** *(Volume - Gallons)*
OIL FILLED MANUFACTURING EQUIPMENT						
There is no regulated Manufacturing Equipment at this facility.						

Comments

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POTENTIAL SPILL SOURCES AND CONTAINER IDENTIFICATION (Any container that stores oil)						
Container I.D.	**Substance Stored** *(Oil & Haz. Substance)*	**Average Quantity Stored** *(Gallons)*	**Maximum Capacity** *(Gallons)*	**Container Type** *(i.e. floating roof, fixed roof, etc.)*	**Year Built**	**Secondary Containment Capacity** *(Volume - Gallons)*
COMPLETELY BURIED TANKS						
800B	Drain Tank	(b) (7)(F), (b) (3)		UGHT	1994	(b) (7)(F), (b) (3)
803B	O/W Separator			UGCW	1973	
802B	Off Spec Prod.			UGDW	1993	
801B (VRU Drop Out)	Product			FRP	1988	
804B (O/W Sep)	Water/product			UGCW	1973	

Comments

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POTENTIAL SPILL SOURCES					
SI Number	**Substance Stored** *(Oil & Haz. Substance)*	**Average Quantity Stored** *(Gallons)*	**Maximum Capacity** *(Gallons)*	**Surface Area**	**Year Built**
SURFACE IMPOUNDMENT					
There are no Surface Impoundments at this facility.					

Comments

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STORAGE TANK FAILURE			
Container I.D.	**Substance Stored** *(Oil & Haz. Substance)*	**Date of Failure**	**Cause**
NONE			

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APPENDIX D

TRAINING AND DRILLS

D.1 General Training

D.2 Hazwoper Training

D.3 Response Team Training

D.4 Response Team Exercises

D.5 Purpose of Review and Evaluation

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D.1 GENERAL TRAINING

The objective of ExxonMobil's training and drill program is to improve our ability to respond to a spill in a quick, competent, and caring manner. A need for continuous training, particularly that involving tabletop simulations and drills, has been shown to be a most effective method of insuring response readiness. The program is structured such that it will continuously assess the strengths and weaknesses of the facility response team and enable this organizationsto enhance their capabilities by implementing any improvements that may be identified. The focus of the program is on facility-specific training and on the facility/Strike Team transition process. The bulk of the facility's training is the responsibility of the facility. Strke Team training is the responsibility of the local Strike Team organization.

D.2 HAZWOPER TRAINING

HAZWOPER (29 CFR 1910.120)

OSHA HAZWOPER training requirements are shown in the table below.

OSHA HAZWOPER TRAINING REQUIREMENTS		
Responder Classification	**Required Training Hours**	**Refresher**
29CFR 1910.120(q) Emergency Response		
First Responder - Employee Awareness Level	2 - 4 hrs demonstration of competency	Same
First Responder - Operations Level	24 hrs plus competency	8 hrs*
Incident Commander	24 hrs plus competency	8 hrs*

* Or sufficient content and duration to maintain competency.

All personnel responding to an incident must satisfy the applicable HAZWOPER training requirements of 29 CFR 1910.120. Personnel are trained to the level of HAZWOPER necessary to perform their emergency response duties. Team members are required under state and federal regulations to have appropriate up-to-date HAZWOPER training necessary to function in their assigned positions. Refresher training or a demonstration of competency is required annually to maintain HAZWOPER qualifications.

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D.3 RESPONSE TEAM TRAINING

Emergency Response Team

HAZWOPER training is required by ExxonMobil for various team members. Team members are required under state and federal regulations to have appropriate up-to-date training to function in their positions. ExxonMobil team members will also receive recommended supplemental training in addition to "general" topics pertinent to spill response. This training will be accomplished by attending ExxonMobil seminars, training classes, cooperative training classes, outside classes, and various other seminars. Timing of this additional training will vary based on availability of classes and will not be required for team members to perform their spill team job functions. This training includes, but is not limited to, the following: training in correct equipment operations and maintenance; discharge prevention laws and regulations; and the contents of the facility's SPCC and Oil Spill Response Plans.

All response personnel shall know:

The characteristics and hazards of the oil discharged (Section 3.0).

The conditions that is likely to worsen emergencies, including the consequences of pipeline malfunctions, and the appropriate corrective actions.

The steps necessary to control any accidental discharge of oil and to minimize the potential for fire, explosion, toxicity or environmental damage (Section 3.0).

The proper firefighting procedures and use of equipment, fire suits, and breathing apparatus (Section 3.0).

All response team members (QI, AQI, Response Team) should review the appropriate parts of the Facility Response Plan whenever their job position or responsibilities change under the Plan. A copy of this Plan will be available at all times to team members.

Qualified Individuals

Persons designated in the Plan as Qualified Individuals (QI's) have received the necessary training required to fulfill their responsibilities as described in Section 4.2.

Various training programs are in place to furnish these Qualified Individuals with required training.

Qualified Individual personnel are provided general information regarding the background and requirements of OPA 90 and the contents/purpose of the facility's response plan. These individuals may also be assigned other responsibilities within the response, such as Incident Commander, and will receive additional training for those roles, as required.

Additional personnel will receive the same training and will act as alternates to ensure 24 hour availability.

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Incident Management Team

Assigned IC team members will receive ICS training and may also receive supplemental training in other related general topics.

Incident Commander: IC is trained to assume control of an incident. Training includes the Company's Incident Command System, how to implement the Facility's Response Plan, the associated risks of employees working in chemical protective clothing, decontamination procedures, how to implement the local emergency response plan, and knowledge of the state emergency response plan and of the Federal Regional Response Team.

Other Response Support

Personnel from other aspects of the Response Team can be made available depending on the spill event.

Other personnel whose skills are needed temporarily to perform immediate emergency support work (such as dump truck drivers and crane operators) are not required to meet the training requirements discussed above. However, these personnel must be briefed on the potential hazards and the duties to be performed at the site before participating in response operations. They must also receive instruction in the use of any safety and personal protective equipment needed and on all other appropriate safety and health precautions.

Company and Other Specialist Support

Experts would provide technical advice or guidance during response to a spill incident. Examples of such specialists might include chemists, biologists, industrial hygienists, physicians, or others with skills useful during a spill response operation. Such persons must receive appropriate training or demonstrate competency in their specialty. There are no specific requirements on training content or hours of training for these persons. However, the training must be sufficient for the individuals to maintain competency in their specific area of expertise. Training and demonstration of competency for skilled support personnel and specialists should be documented.

Contractor Training

The Company also recognizes that contract personnel must also have sufficient training in responding to emergency situations in accordance with HAZWOPER training requirements. The Company communicates this training need to its key contractors during contract negotiations and often specifically spells out this requirement in its contracts. The Company also tends to use well-known spill response contractors whose reputation and experience levels help ensure personnel who respond will be trained to appropriate levels.
If contractors sub-contract to labor pools, documentation as to the training of casual laborers will be required.

The Company does not intend to utilize volunteer labor during response activities.

However, should Unified Command specify the use of volunteers, the Training Coordinator will be responsible for training volunteers to the standards specified in 29CFR1910.120 (OSHA).

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Training Records and Maintenance

Training records for team members will be maintained at the Facility according to Federal, State, and local government requirements. Records must be maintained for personnel as long as they have response duties in this plan.

D.4 RESPONSE TEAM EXERCISES

ERT/IMT members, government agencies, contractors, and other resources must participate in response exercises required by Federal, State, or local regulations and as detailed in the "National Preparedness for Response Exercise Program (PREP) Guidelines." The Company will conduct announced and unannounced drills to maintain compliance. The following table lists the triennial exercise cycle for facilities (see PREP Guidelines for full details).

TRIENNIAL CYCLE		
Total Number	**Frequency**	**Exercise Type/Description**
12	Quarterly	QI Notification Exercise
12 (optional)	Quarterly	Emergency Procedures Exercise
6	Semi-Annual (Annually-DOT)	Equipment Deployment Exercise *(Facility-owned equipment)*
3	Annual	Response Team Tabletop Exercise
3	Annual	Equipment Deployment Exercise *(facilities with OSRO-owned equipment)*
3	Annual	Unannounced Exercise *(not a separate exercise)* Actual response can be considered as an unannounced exercise.

NOTE: All response plan components must be exercised at least once in the Cycle.

Quarterly QI Notification Exercise

- **Scope:** Exercise communication between facility personnel and the QI(s) and/or designated alternate(s). At least once each year, one of the notification exercises should be conducted during non-business hours.
- **Objective:** Contact must be made with a QI or designated alternate, as identified in the Plan.
- **General:** All personnel receiving notification shall respond to the notification and verify their receipt of the notification. Personnel who do not respond should be contacted to determine whether or not they received the notification.

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Emergency Procedure Exercise (optional)

- **Scope:** Exercise the emergency procedures for the facility to mitigate or prevent any discharge or substantial threat of a discharge of oil or hazardous material from facility operational activities associated with oil transfers.

- **Objective:** Conduct an exercise of the facility's emergency procedures to ensure personnel knowledge of the actions to be taken to mitigate a spill. This exercise may be a walk-through of the emergency procedures.

- **Optional:** This is offered as an optional exercise to provide facilities with an exercise that may be conducted unannounced to fulfill the internal unannounced exercise requirement.

Semi-Annual/Annual Equipment Deployment Exercise (for facilities with equipment)

- **Scope:** Deploy and operate facility response equipment identified in the response plan. The equipment to be deployed must include the following, at a minimum:

  - 1,000 feet of representative type of boom;
  - one of each type of skimming system; or
  - the equipment necessary to respond to the facility's Small/Average Most Probable Discharge (AMPD), whichever is less.

- **Objective:** Demonstrate personnel's ability to deploy and operate response equipment. Ensure that the response equipment is in proper working order.

- **General:** The Facility may take credit for actual equipment deployment to a spill, or for training sessions, as long as the activities are properly documented.

Annual Equipment Deployment Exercise(OSRO-owned equipment)

- **Review:** The Facility should verify that the OSRO(s) has completed the equipment deployment exercise requirements and has maintained the necessary documentation. The OSRO may deploy equipment at any location, so long as it occurs within an operating environment similar to the Facility's.

- **Scope:** USCG certified OSRO's must ensure and document that an exercise or response has been conducted in each response area in which they are certified. Non-certified OSRO's must deploy and operate response equipment identified in this response plan. The equipment to be deployed must include the following, at a minimum:

  - 1,000 feet of each type of boom listed in the plan.
  - One of each type of skimming system listed in the plan.

- **Objective:** OSRO must demonstrate the ability of the personnel (OSRO) to deploy and operate response equipment (OSRO). Ensure that the response equipment (OSRO) is in proper working order.

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Annual Response Team Tabletop Exercise

- **Scope:** Exercise the response team's organization, communication, and decision-making in managing a spill response. Each team identified within the plan must conduct an annual Response Team Tabletop Exercise.

- **Objective:** Exercise the response team in a review of the following:

  - Knowledge of the Plan.
  - Proper notifications.
  - Communications system.
  - Ability to access an OSRO.
  - Coordination of internal spill response personnel.
  - Review of the transition from a local team to a regional team.
  - Ability to effectively coordinate response activity with the National Response System (NRS) Infrastructure.
  - Ability to access information in the Area Contingency Plan.

- **General:** A minimum of one Response Team Tabletop Exercise in a triennial cycle will involve a Worst-Case Discharge scenario.

Unannounced Exercise

- An unannounced exercise is not a separate exercise. Any of the previously described exercises may be used as an unannounced exercise, except for the Quarterly QI Notification and annual OSRO-owned Equipment Deployment. An unannounced exercise is where the exercise participants do not have prior knowledge of the exercise, as would be the situation in an actual spill incident.

Government-Initiated Unannounced Exercise

- **Scope:** The Facility is required to participate in only one unannounced exercise every 36 months from the date of the last government-initiated unannounced exercise.

  - Exercises are limited to approximately four hours in duration.
  - Exercises would involve response to a Small/Average Most Probable Discharge scenario.
  - Exercise would involve equipment deployment to respond to a spill scenario.

- **Objective:** Conduct proper notifications to respond to unannounced scenario of a Small/Average Most Provable Discharge.

  - Demonstrate that the response is timely, conducted with an adequate amount of equipment for the scenario, and properly conducted.

- **General:** This exercise is only applicable to those facilities which are randomly chosen.

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Area Exercises

- **Objective:** The purpose of the area exercise is to exercise the entire response community in a particular area. An area is defined as "that geographic area for which a separate and distinct Area Contingency Plan has been prepared, as described in OPA 90." The response community includes the Federal, State, and local government and industry. The area exercises are designed to exercise the government and industry interface for spill response.

- **General:** The goal is to ensure that all areas of the country are exercised triennially. All of the area exercises will be developed by an exercise design team. The exercise design team is comprised of representatives from the Federal, State, and local government and industry. A Lead Plan Holder would lead each area exercise. The Lead Plan Holder is the organization (government or industry) that holds the primary plan that is exercised in the area exercise. The Lead Plan Holder would have the final word on designing the scope and scenario of the exercise.

Exercise Documentation

- All exercises should be documented and maintained at the facility; documentation should specify:

  - The type of exercise;
  - Date and time of the exercise;
  - A description of the exercise;
  - The objectives met in the exercise;
  - The components of the response plan exercised; and
  - Lessons learned.

- Exercise documentation should be kept on file for the required length of time depending on the regulating agency (three (3) years for the U.S. Coast Guard and/or DOT/PHMSA and five (5) years for the U.S. Environmental Protection Agency).

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D.5 PURPOSE OF REVIEW AND EVALUATION

This section provides procedures and information useful to responders for post incident/exercise review and evaluation. Post incident/exercise reviews should be conducted in a timely manner following an incident/exercise. The Plan should be evaluated to determine its usefulness during the incident/exercise and appropriate revisions should be made. All incident/exercise documentation should be included in the Plan evaluation process.

Attendees

The following individuals should be in attendance at the Critique, as appropriate.

1. Emergency Response Coordinator
2. Incident Commander
3. Section Chiefs / Leaders
4. Safety Officers
5. Participating Managers / Supervisors
6. Representative from Environmental
7. Response Team Members
8. Designated Scribe
9. Facilitator / Discussion Leader
   (To be appointed by the Emergency Response Coordinator)

Critique Tracking Number

1. A Critique Tracking Number must be obtained from the Safety Department Incident Investigation Tracker.

2. Once the Critique is completed, it will be circulated through the Managers for review and sign off.

3. Critiques will be posted for review.

4. All Critiques will be filed in the Safety Office by the Emergency Response Coordinator.

Agenda for Critique

The Critique should be considered by the following agenda.

Specific follow-up questions are listed following this agenda.

Notification

- Immediate area of the emergency
- Total Facility
- Community (as appropriate to the incident; could include notification of the appropriate agencies)
- ERT

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Response to Notification

- Emergency Responders
- Total Facility
- Community (as appropriate)

Management of Incident (Incident Command Staff)

- Incident assessment of scene
- Security (of immediate area / reminder of plant)
- Communication / Information needs and flow
- Equipment / Training
- Medical Aspects
- Continuing Supplies / Manpower
- Cleanup / Decontamination
- All Clear

Outline of Review

Given below are items a team composed of outside people knowledgeable in spill response and key members of the response teams should examine. These questions are intended as guidelines only; many other questions are likely to be appropriate at each stage of a critique.

- ***Detection***

  - Was the spill detected promptly?
  - How was it detected?
  - By whom?
  - Could it have been detected earlier? How?
  - Are any instruments or procedures available to consider which might aid in spill detection?

- ***Notification***

  - Were proper procedures followed in notifying government agencies? Were notifications prompt?
  - Was management notified promptly?
  - Was management response appropriate?
  - Was the Facility / Company notified promptly? If so, why, how, and who? If not, why not?

- ***Assessment/Evaluation***

  - Was the magnitude of the problem assessed correctly at the start?
  - What means were used for this assessment?
  - Are any guides or aids needed to assist spill evaluation?
  - What sources of information were available on winds and on water currents?
  - Is our information adequate?
  - Was this information useful (and used) for spill trajectory forecasts? Were such forecasts realistic?
  - Do we have adequate information on product properties?
  - Do we need additional information on changes of product properties with time, i.e., as a result of weathering and other processes?

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- ***Mobilization***

  - What steps were taken to mobilize spill countermeasures?
  - What resources were used?
  - Was mobilization prompt?
  - Could it have been speeded up or should it have been?
  - What about mobilization of manpower resources?
  - Was the local spill cooperative used appropriately?
  - How could this be improved?
  - Was it appropriate to mobilize the Facility/company resources and was this promptly initiated?
  - What other corporate resources are available and have they been identified and used adequately?

- ***Response - Strategy***

  - Is there an adequate spill response plan for the location?
  - Is it flexible enough to cope with unexpected spill events?
  - Does the plan include clear understanding of local environmental sensitivities?
  - What was the initial strategy for response to this spill?
  - Is this strategy defined in the spill plan?
  - How did the strategy evolve and change during this spill and how were these changes implemented?

    - What caused such changes?
    - Are there improvements needed? More training?

- ***Response - Resources Used***

  - What resources were mobilized?
  - How were they mobilized?
  - How did resource utilization change with time? Why?
  - Were resources used effectively?

    - Contractors
    - Government agencies
    - Company resources
    - Cooperatives
    - Volunteers
    - Consultants
    - Other (e.g., bird rescue centers)

  - What changes would have been useful?
  - Do we have adequate knowledge of resource availability?
  - Do we have adequate knowledge of waste disposal capabilities?

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- ***Response - Effectiveness***

  - Was containment effective and prompt?
  - How could it have been improved?
  - Should the location or the local cooperative have additional resources for containment?
  - Was recovery effective and prompt?
  - How could it have been improved?
  - Should the location or the local cooperative have additional resources for recovery of spilled product?
  - Was contaminated equipment disposed of promptly and safely?
  - Was there adequate in-house product separation, recovery, and disposal?
  - How could it have been improved?
  - Was there adequate outside disposal resources available?

- ***Command Structure***

  - Who was initially in charge of spill response?
  - What sort of organization was initially set up?
  - How did this change with time? Why?
  - What changes would have been useful?
  - Was there adequate surveillance?
  - Should there be any changes?
  - Were communications adequate?
  - What improvements are needed?
  - How did the strategy evolve and change during this spill and how were these changes implemented?
  - What caused such changes? Should financial procedures be developed to handle such incidents?

- ***Measurement***

  - Was there adequate measurement or estimation of the volume of product spilled?
  - Was there adequate measurement or estimation of the volume of product recovered?
  - Was there adequate measurement or estimation of the volume of product disposed of?
  - Should better measurement procedures be developed for either phase of operations?
  - If so, what would be appropriate and acceptable?

- ***Government Relations***

  - What are the roles and effects of the various government agencies which were involved?
  - Was there a single focal point among the government agencies for contact?
  - Were government agencies adequately informed at all stages?
  - Should there have been better focus of communications to the agencies?
  - Were government agencies adequately informed at all stages?
  - Were too many agencies involved?

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- Are any changes needed in procedures to manage government relations?

  - Examples of affected U.S. agencies (there may be others):

    - U.S. Coast Guard
    - Environmental Protection Agency
    - National Oceanic and Atmospheric Administration
    - Dept of Fish and Wildlife
    - State Parks
    - Harbors and Marinas
    - States
    - Cities
    - Counties

  - Was there adequate agreement with the government agencies on disposal methods?
  - Was there adequate agreement with the government agencies on criteria for cleanup?
  - How was this agreement developed?
  - Were we too agreeable with the agencies in accepting their requests for specific action items (e.g., degree of cleanup)?
  - Should there be advance planning of criteria for cleanup, aimed at specific local environmentally sensitive areas? (Such criteria should probably also be designed for different types of product.)

- ***Public Relations***

  - How were relations with the media handled?
  - What problems were encountered?
  - Are improvements needed?
  - How could public outcry have been reduced? Was it serious?
  - Would it be useful to undertake a public information effort to "educate" reporters about product and effects to it if spilled?
  - These areas should be investigated shortly after the incident to assure that actions taken are fresh in people's minds.

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APPENDIX E

DISPOSAL PLAN

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DISPOSAL PLAN

ExxonMobil has a proprietary system in place to continuously confirm the RCRA status and evaluate the quality of its waste disposal sites. As a result, it is not possible to predict which disposal sites will remain on future lists. Each Distribution terminal has the current version of the Approved Waste Site List. At the time of an incident, preferred contractors will be entered into the matrix on the following page.

The Approved Waste Site List contains the following information:

- The name, address and telephone number of all currently approved disposal sites.
- The date and results of the last ExxonMobil audit of the facility. (ExxonMobil conducts biennial audits of each facility to assure that they follow the regulatory requirements of Transfer, Storage and Disposal (TSD) facilities in the handling of hazardous and/or industrial waste) and have all necessary permits.
- Whether or not the facility is RCRA permitted.
- Comments regarding the material(s) that can be handled by the facility.

The Irving Terminal will utilize one or more of the waste disposal sites on the ExxonMobil Approved Waste List to recover, reuse, recycle, or dispose of materials after a discharge at the facility. All waste materials will be temporarily stored on-site pending disposal. Temporary storage of waste materials will be in accordance with all applicable federal, state and local regulations. Waste materials will be stored in DOT approved containers. Upon approval for disposal, the waste materials will be appropriately manifested for transportation. ExxonMobil will utilize the disposal facility as transporter where possible.

Off-specification product, which is not a waste according to RCRA, will be transported back to the ExxonMobil Baytown Refinery. Transportation will be by truck utilizing a bill of lading.

WASTE DISPOSAL PROCESS CHART

	DISPOSAL FACILITY			
MATERIAL	**NAME**	**LOCATION**	**RCRA PERMIT**	**COMMENTS**
Recovered Product*				
Contaminated Soil				
Contaminated Equipment/Materials (i.e. Drums, Valves)				
Absorbents				
Personnel Protective Equipment				
Spent Chemicals				

* Not generally handled as waste. Recovered product will be returned to the Baytown Refinery for reprocessing.

APPENDIX F

SAMPLE MISCELLANEOUS FORMS

Bomb Threats Record Form

Click to view the file - Bomb Threats Record Form_2_2_2010_16_43_12.pdf

Discharge Prevention Meeting Log

Click to view the file - Discharge Prevention Mtg Log_2_2_2010_16_43_26.pdf

Personnel Response Training Log

Click to view the file - Personnel Response Trng Log_2_2_2010_16_43_41.pdf

QI Notification Exercise

Click to view the file - QI Notification Exercise_2_2_2010_16_43_55.pdf

Response Equipment Inspection Log

Click to view the file - Response Equipment Inspection Log_2_2_2010_16_44_10.pdf

Secondary Containment Inspection Log

Click to view the file - Secondary Containment Inspection Log_2_2_2010_16_44_34.pdf

Spill Management Team Tabletop Exercise

Click to view the file - Spill Mngmt Team Tabletop Exercise_2_2_2010_16_44_51.pdf

Tank / Surface Impoundment Inspection Log

Click to view the file - Tank-Surface Impoundment Inspection Log_2_2_2010_16_45_6.pdf

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BOMB THREATS RECORD FORM

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

[redacted]

DISCHARGE PREVENTION MEETING LOG

Date:	
Attendees:	

Subject/Issue	Required Action	Implementation

PERSONNEL RESPONSE TRAINING LOG

Name	Response Training/ Date and number of hours	Prevention Training/ Date and number of hours

Qualified Individual (QI) Notification Exercise

Internal Exercise Documentation

1. Date performed: _____
2. Exercise or actual response: _____
3. Person initiating exercise: _____
4. Name of person notified: _____
   Is this person identified in the response plan as the: ☐ QI ☐ AQI
5. Time initiated: _____
   Time QI or AQI responded: _____
6. Method used to contact:
   ☐ Telephone ☐ Pager ☐ Radio
   ☐ Other _____
7. Description of notification procedure:
   _____
   _____
   _____
   _____
   _____
8. Identify which components of your response plan were exercised during this particular exercise:

Organizational Design

- ☐ Notifications
- ☐ Staff mobilization
- ☐ Ability to operate within the response management system described in the plan

Operational Response

- ☐ Discharge control
- ☐ Assessment of discharge
- ☐ Containment of discharge
- ☐ Recovery of spilled material
- ☐ Protection of economically and environmentally sensitive areas
- ☐ Disposal of recovered product

Response Support

- ☐ Communications
- ☐ Transportation
- ☐ Personnel support
- ☐ Equipment maintenance and support
- ☐ Procurement
- ☐ Documentation

Certifying Signature: _____ Name (Printed): _____
Date: _

RESPONSE EQUIPMENT INSPECTION LOG

EQUIPMENT TYPE	DESCRIPTION - MODEL, STYLE, SIZE, CAPACITY, OTHER	OPERATIONAL STATUS	LAST TEST DATE	REPLACEMENT DATE	INSPECTION DATE	COMMENTS

SECONDARY CONTAINMENT INSPECTION LOG

SYSTEM/ SECTION	DATE	INSPECTOR	COMMENTS

Spill Management Team Tabletop Exercise

Internal Exercise Documentation

1. Date(s) performed: _____

2. Exercise or actual response? _____ Exercise _____ Actual Response
   If an exercise, announced or unannounced? _____ Announced _____ Unannounced

3. Location of tabletop: _____

4. Time started: _____ Time completed: _____

5. Response plan scenario used (check one):

   _____ Average most probable discharge
   _____ Maximum most probable discharge
   _____ Worst case discharge

   Size of (simulated) spill _____

6. Describe how the following objectives were exercised:

   a) Spill Management Team's knowledge of oil-spill response plan:

   b) Proper notifications:

   c) Communications system:

   d) Spill Management Team's ability to access contracted oil spill removal organizations:

   e) Spill Management Team's ability to coordinate spill response with On-Scene Coordinator, state, and applicable agencies:

Spill Management Team Tabletop Exercise

Internal Exercise Documentation (Cont'd)

f) Spill Management Team's ability to access sensitive site and resource information in the Area Contingency Plan:

_____

_____

_____

_____

7. Identify which of the 15 core components of your response plan were exercised during this particular exercise.

   Organization Design:

   _____ 1. Notification
   _____ 2. Staff Mobilization
   _____ 3. Ability to operate within management system

   Operational Response:

   _____ 4. Discharge Control
   _____ 5. Assessment
   _____ 6. Containment
   _____ 7. Recovery
   _____ 8. Protection
   _____ 9. Disposal

   Response Support:

   _____ 10. Communications
   _____ 11. Transportation
   _____ 12. Personnel Support
   _____ 13. Equipment Maintenance and Support
   _____ 14. Procurement
   _____ 15. Documentation

8. Attach description of lesson(s) learned and person(s) responsible for follow up of corrective measures.

_____

Certifying Signature

Retain this form for a minimum of three (3) years (for USCG/PHMSA/MMS) or five (5) years (for EPA).

TANK/SURFACE IMPOUNDMENT INSPECTION LOG

TANK/SI #	DATE	INSPECTOR	COMMENTS

APPENDIX G

MAPS AND DIAGRAMS

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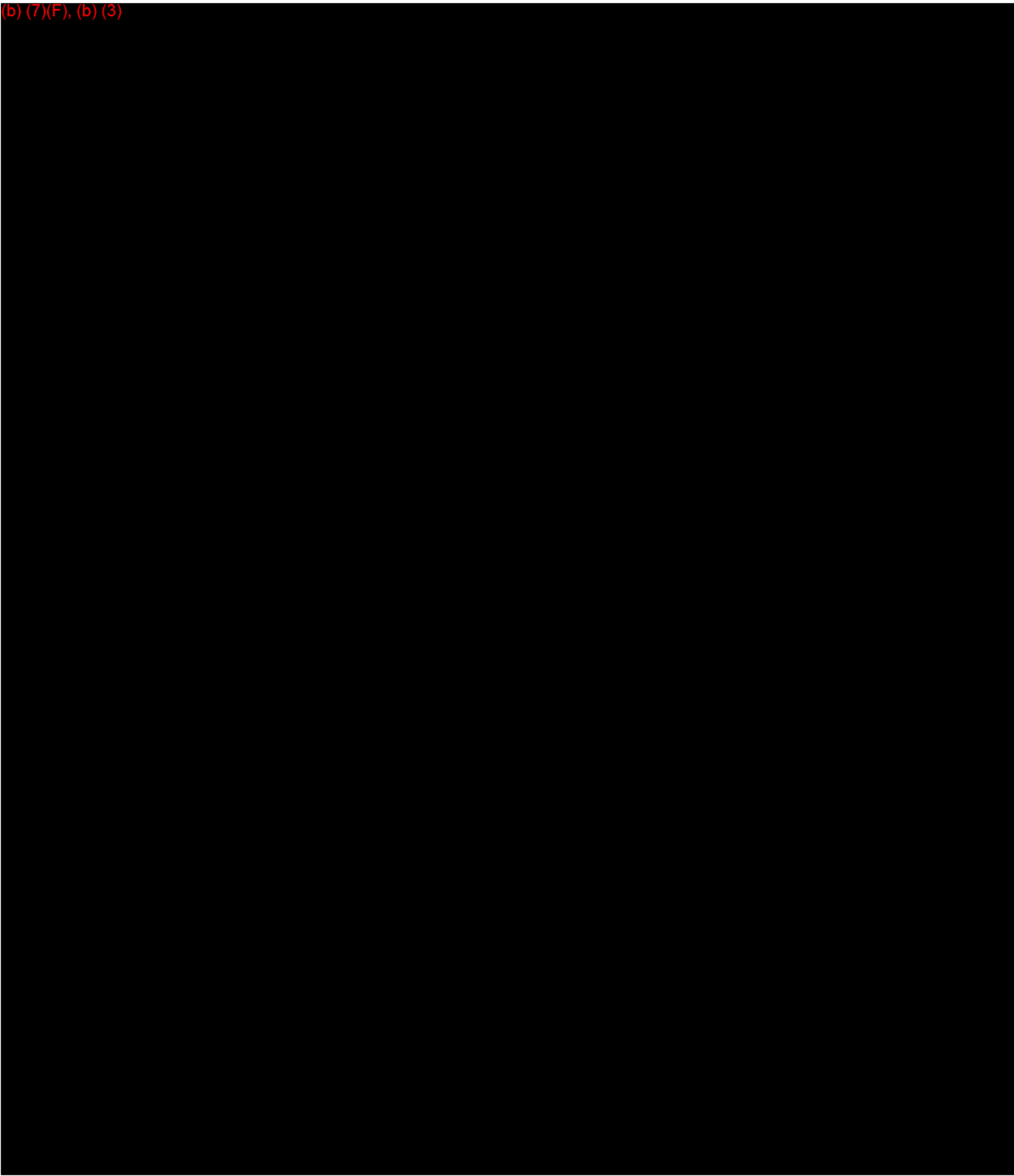
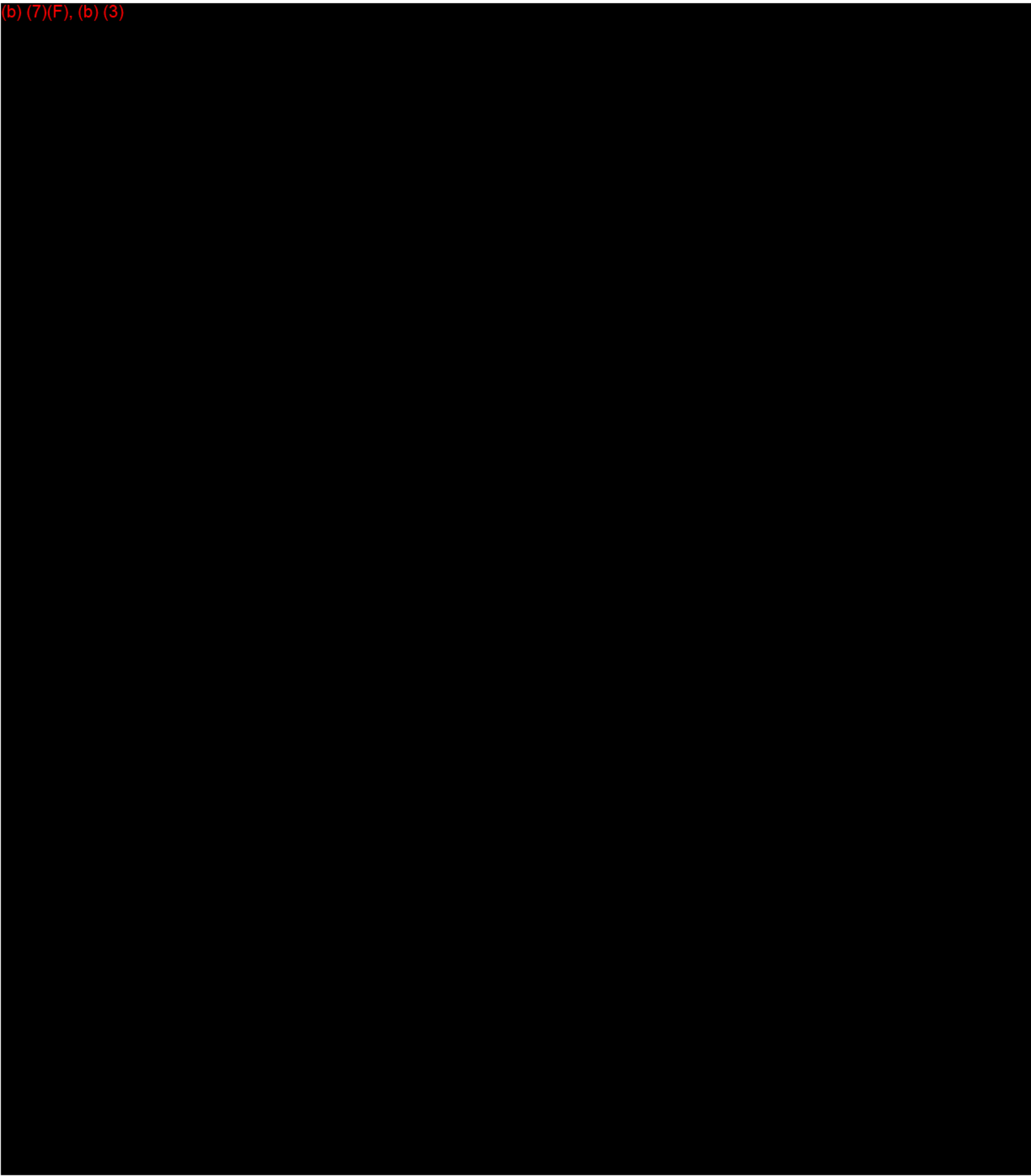
Area Map



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

Facility Diagram
Site Vicinity Map

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



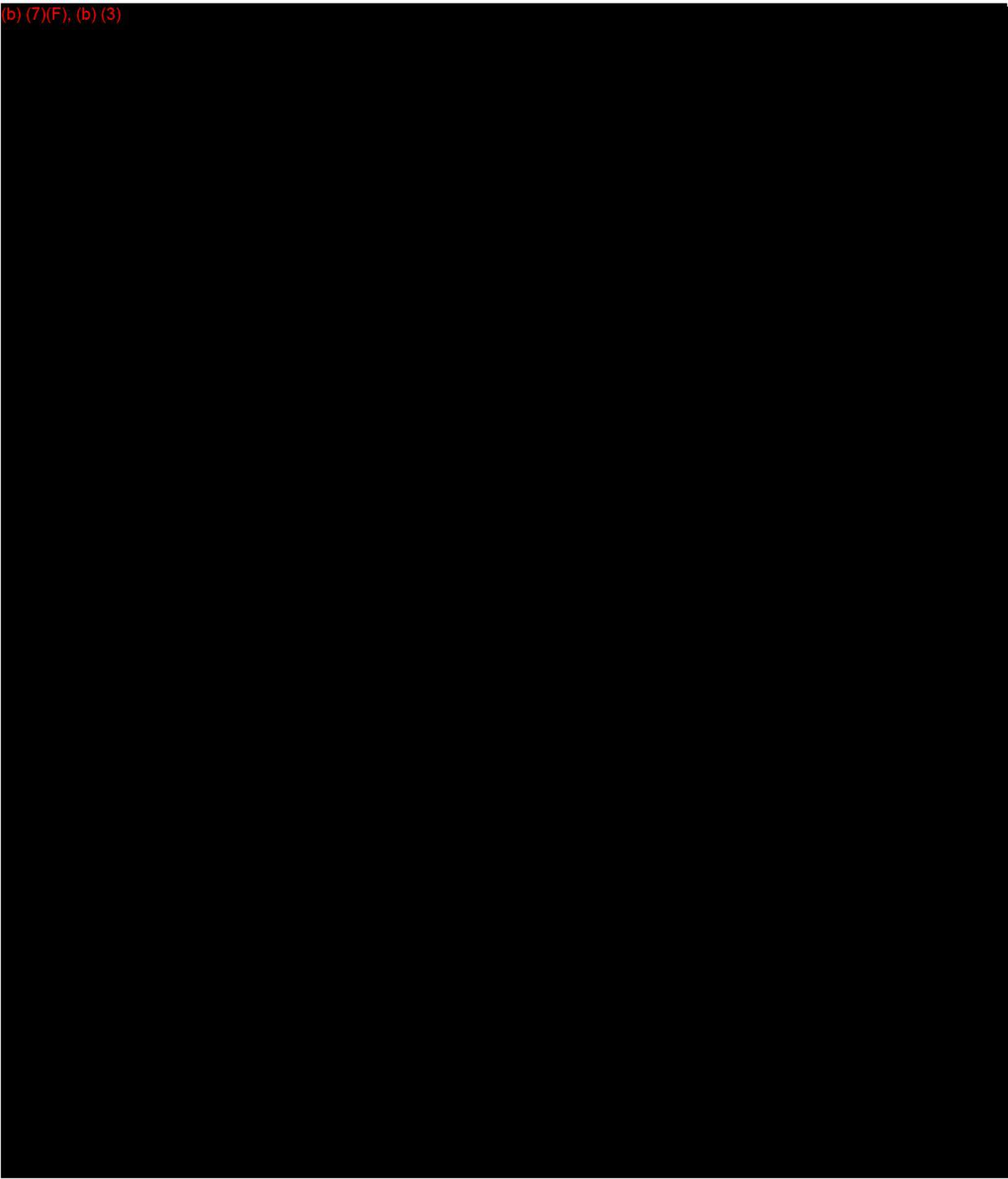
(b) (7)(F), (b) (3)

[redacted]

APPLIED EARTH SCIENCES	EXXON COMPANY USA Irving Terminal Irving, Texas	Site Vicinity Map	I.1
0758 T. Gibson 08-14-92 Ref.File 0627C0A			

Site Plan

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



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

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

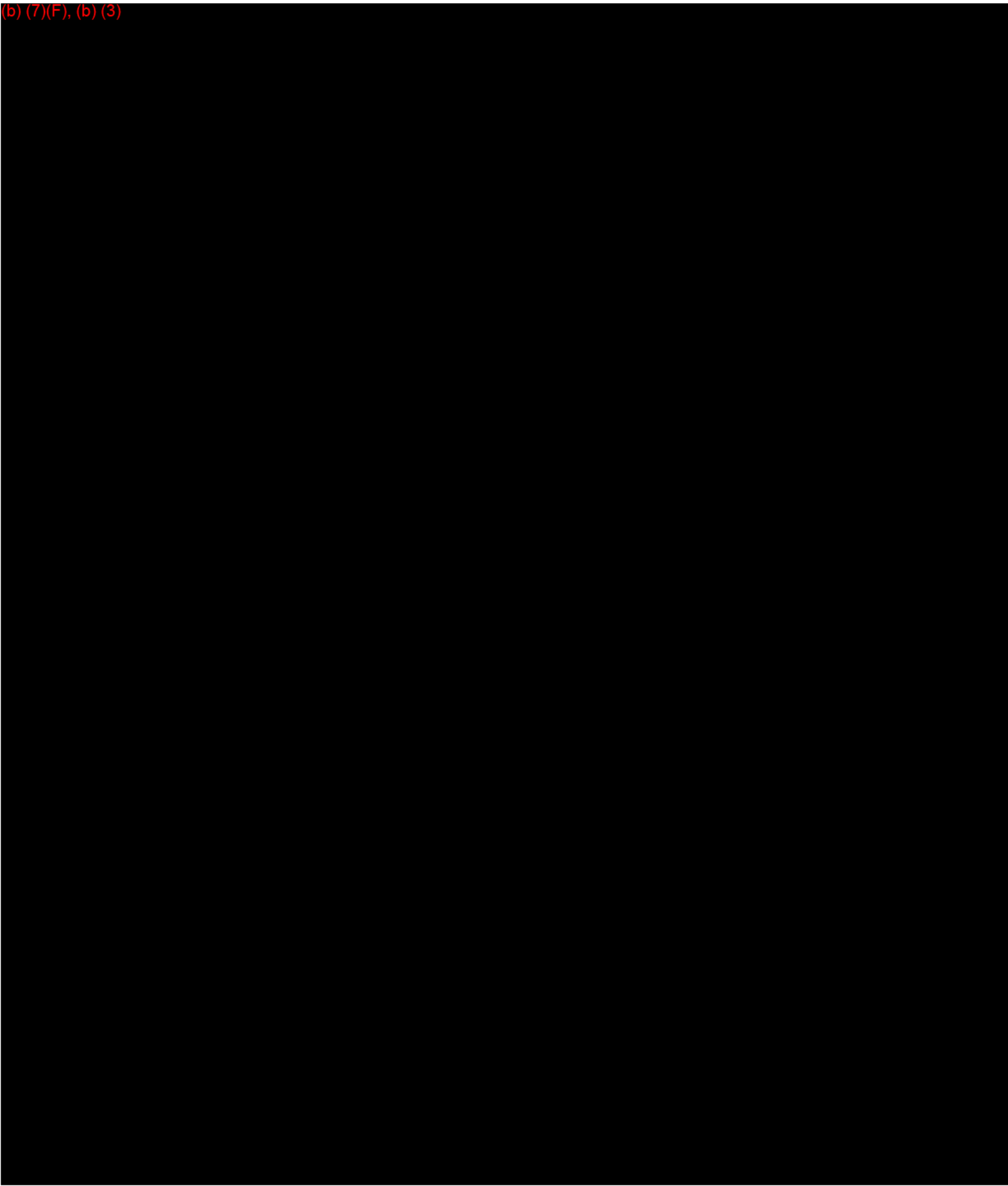
ExxonMobil Pipeline Company
ENGINEERING SERVICES HOUSTON, TEXAS

IRVING TERMINAL
CONTROL DRAWINGS
SITE PLAN

SCALE 1"=60' | DATE 3-21-90
DWG. NO. IR-A-P-020

Plot Plan - Tank Containment

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



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

M-E-I G:\ACAD\E

INCHES
0 1 2 3

DRAWING STATUS	REV.	DATE	DESCRIPTION	DRN	CHD	APPD
	A	03-04	ISSUED FOR REVIEW	MEI DJB	MEI SDB	MEI FPV

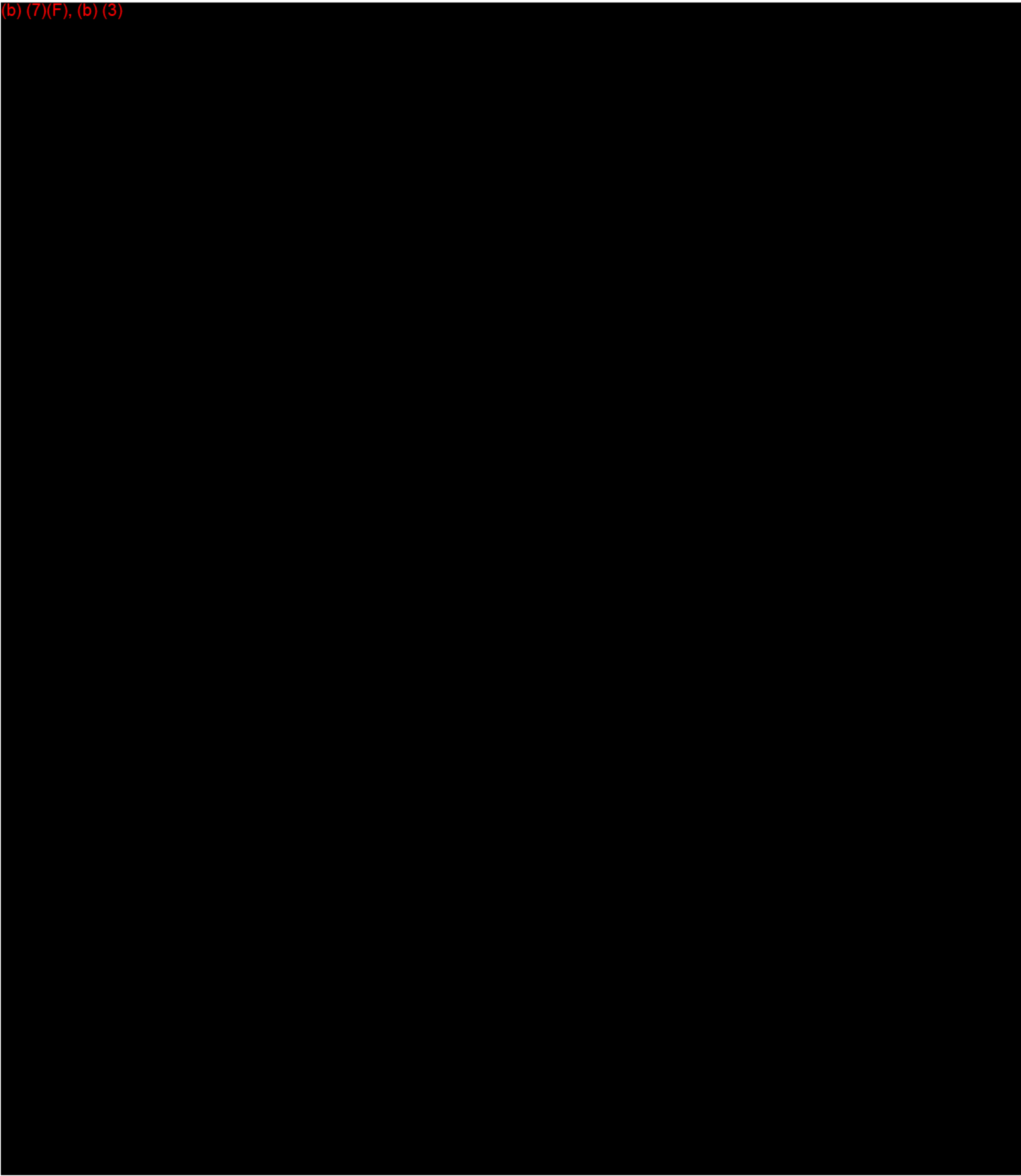
ExxonMobil Pipeline Company
ENGINEERING SERVICES HOUSTON, TEXAS

IRVING TERMINAL
PLOT PLAN
TANK FARM CONTAINMENT

SCALE 1"=100' | DATE 3-29-04
DWG. NO. IR-A-P012

...\IRVING\CONTROL\Irap012a.dwg 11/29/04 09:05:30 AM

Drainage Diagram



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

)MPANY, U.S.A. A DIVISION OF EXXON CORPORATION

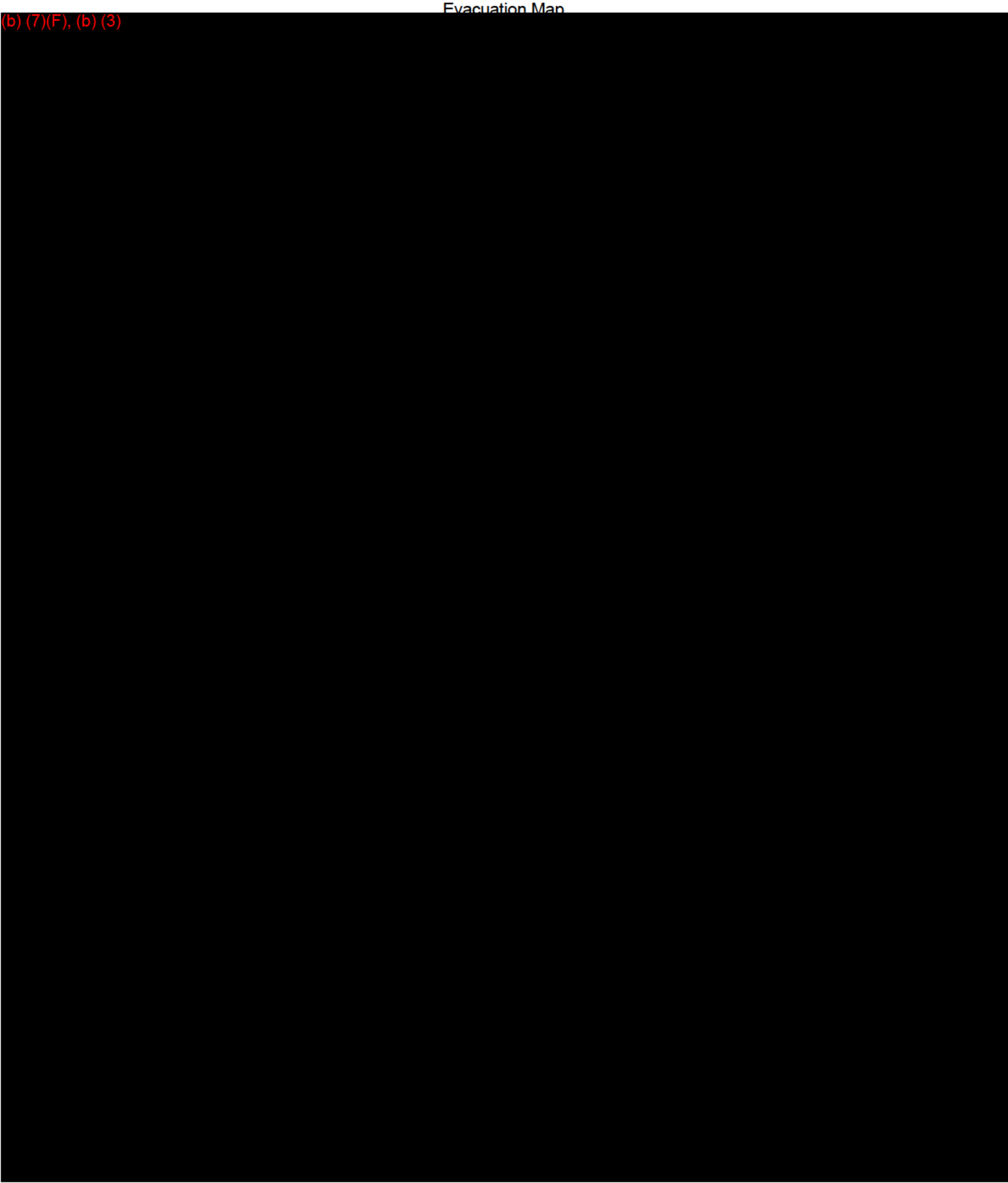
nt Distribution

IRVING TERMINAL
CONTROL DRAWINGS
DRAINAGE PLAN

FIRM NAME: W-E-I CONSULTANTS, INC.	
PROJ. NO. —	
PLOT: 1 :1200	FILE: 6080
DWG. NO. IR-A-N-200	REV. F

Evacuation Map

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

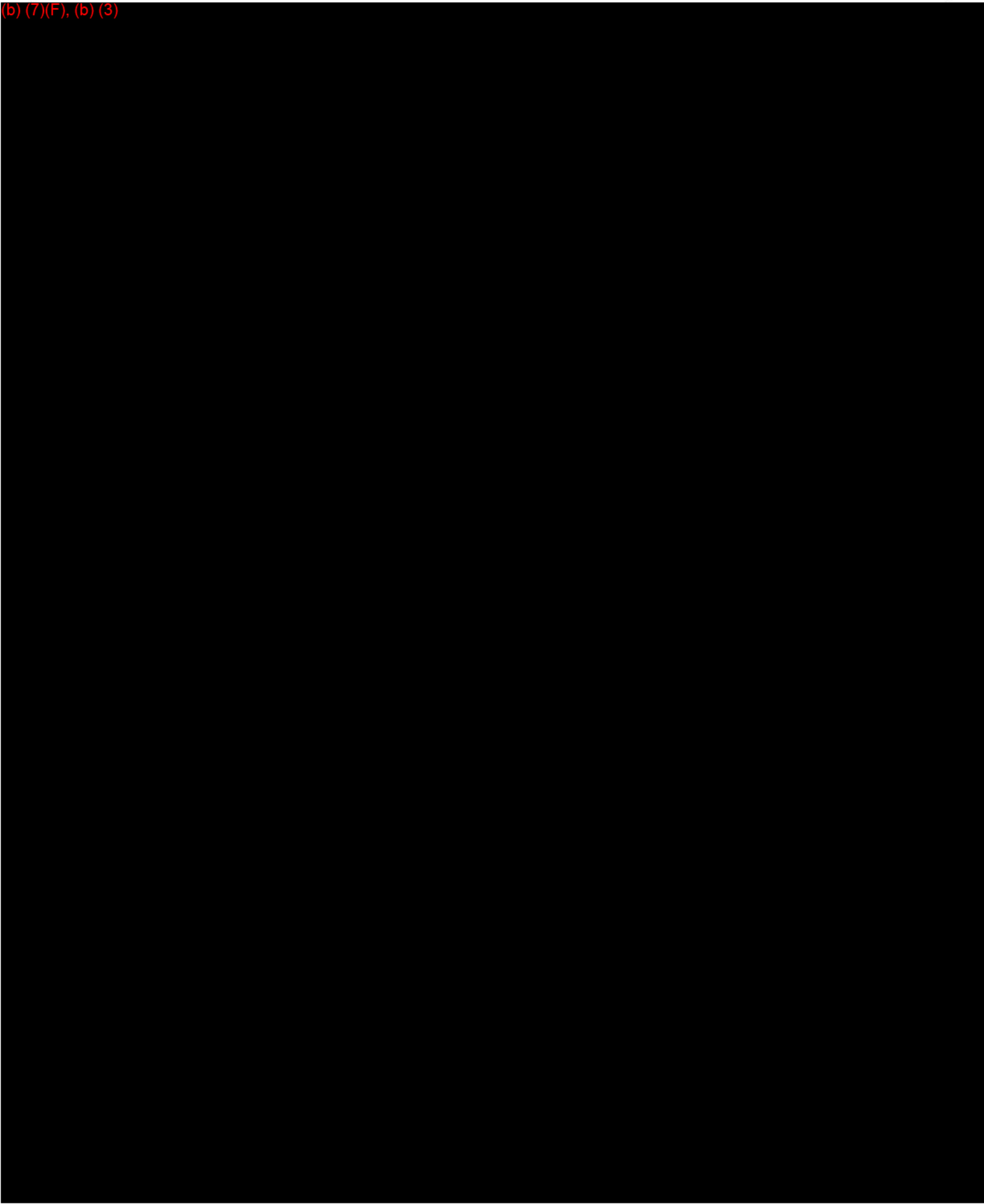


(b) (7)(F), (b) (3)

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

SITE PLAN/SITE EVACUATION PLAN SHEET 1 OF 2 IRVING TERMINAL	W-E-I CONSULTANTS, INC. PLOT SCALE 1 :1200 DWG. NO. IRT-A-SK-02 REV. B

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



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

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

Diagram 5

SITE PLAN/SITE EVACUATION PLAN
SHEET 2 OF 2
IRVING TERMINAL

PROJ. NO.	FILE NO.
-	6080
FIRM NAME: N-E-I CONSULTANTS, INC.	
PLOT SCALE 1 :1200	
DWG. NO. IR-A-SK-03	REV. B

Environmental Sensitivity Map
Topographic Location

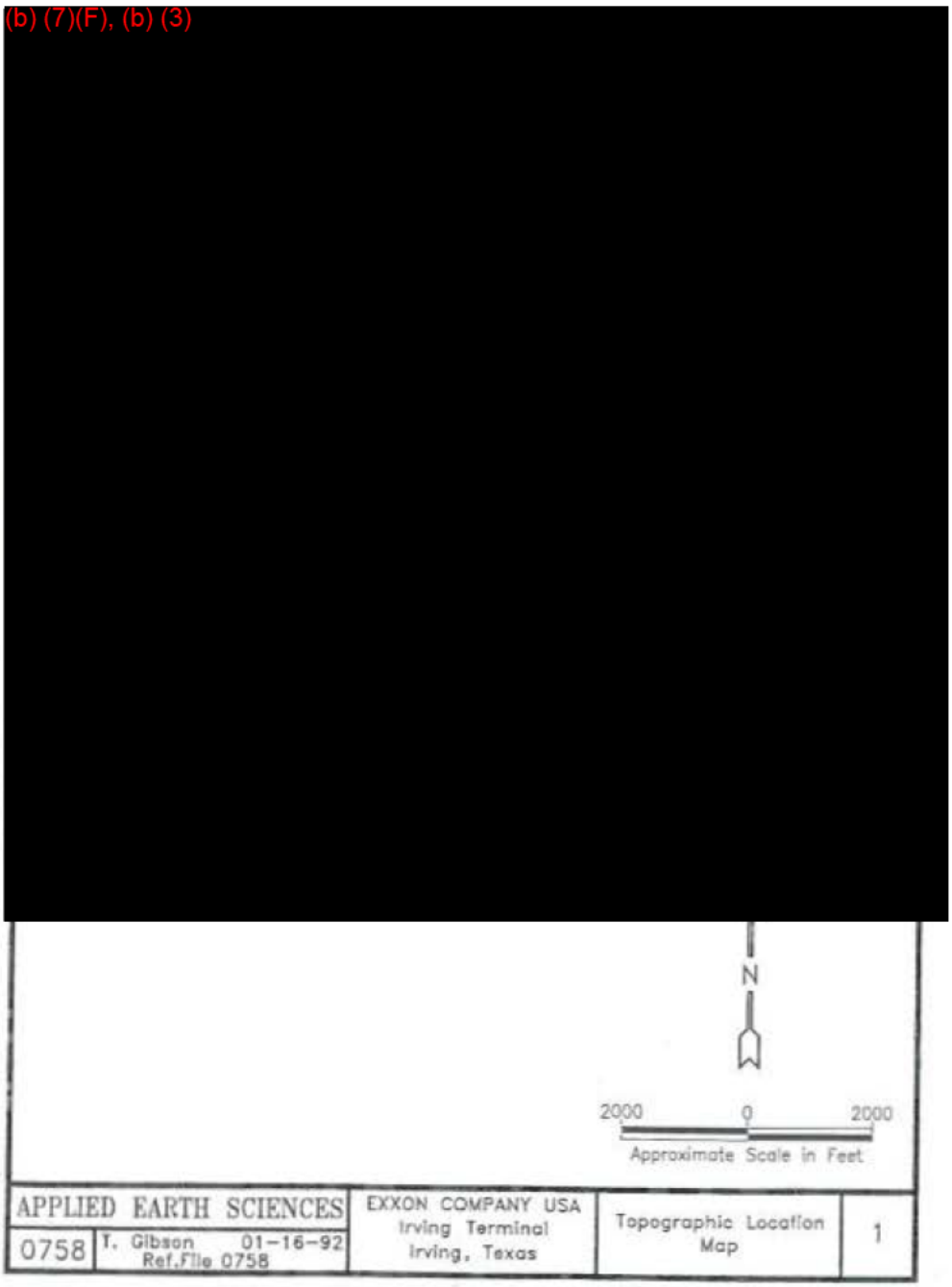


Diagram #1

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

SOURCE: U.S.G.S. Topographic Quadrangles
Irving, Texas (1981)

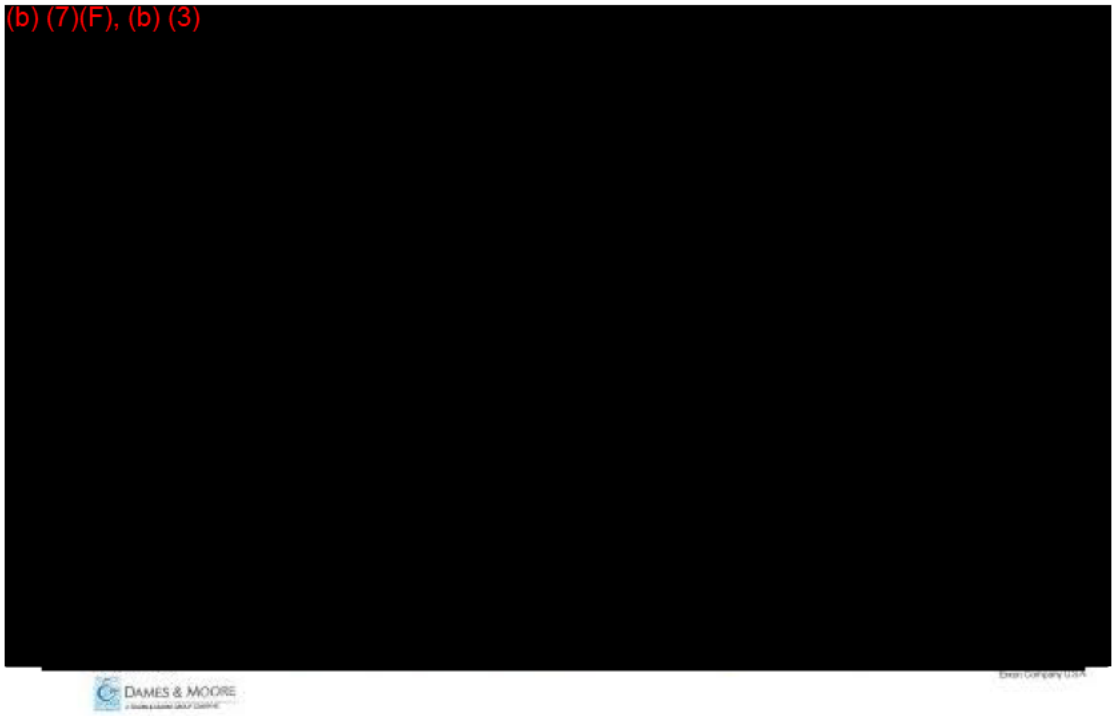
N

2000 0 2000

Approximate Scale in Feet

APPLIED EARTH SCIENCES		EXXON COMPANY USA Irving Terminal Irving, Texas	Topographic Location Map	1
0758	T. Gibson 01-16-92 Ref.File 0758			

Diagram #1



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

[redacted]

Job No. 08837-770-012

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

Figure 1

Irving Terminal
Exxon Company U.S.A.

EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Biological Resources

Surface drainage system, Elm Fork of the Trinity River, and Trinity River

Wetland area (all rivers and drainage areas are considered wetland areas)

Potential product path

Boom Deployment Locations

P1	Onland response/diversion
P2	Exclusion/diversion/containment
P3	Exclusion/diversion
P4	Containment
P5	Exclusion
P6	Exclusion
P7	Containment
P8	Exclusion
P9	Diversion
P10	Collection
P11	Exclusion
P12	Exclusion
P13	Containment
P14	Exclusion
P15	Exclusion
P16	Exclusion
P17	Exclusion
P18	Exclusion
P19	Exclusion

All locations were approximated by appropriate agency to protect the resource. Mapped locations are only intended to be a representation of that information.

Figure 2

Job No. 08837-770-012

Irving Terminal
Exxon Company, U.S.A.

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

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EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Biological Resources

Surface drainage system, Elm Fork of the Trinity River, and Trinity River

Wetland area (all rivers and drainage areas are considered wetland areas)

Potential product path

Boom Deployment Locations

P1	Onland response/diversion
P2	Exclusion/diversion/containment
P3	Exclusion/diversion
P4	Containment
P5	Exclusion
P6	Exclusion
P7	Containment
P8	Exclusion
P9	Diversion
P10	Collection
P11	Exclusion
P12	Exclusion
P13	Containment
P14	Exclusion
P15	Exclusion
P16	Exclusion
P17	Exclusion
P18	Exclusion
P19	Exclusion

All locations were approximated by appropriate agency to protect the resource.
Mapped locations are only intended to be a representation of that information.

Figure 2

Job No. 08837-770-012

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

Irving Terminal
Exxon Company, U.S.A.

EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Boom Deployment Locations

P20	Containment
P21	Exclusion
P22	Exclusion/containment
P23	Exclusion

Planning Distance Markers

A	Exxon Terminal
B	Discharge from terminal to stormwater sewers and Las Colinas Ponds
C	Discharge into the Elm Fork of the Trinity River
D	Discharge at the Frasier Dam on the Elm Fork of the Trinity River
E	Discharge into the Trinity River
F	End of planning distance

Figure 2(cont'd)

Job No. 08837-770-012

Irving Terminal
Exxon Company, U.S.A.

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

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EXXON IRVING TERMINAL
SENSITIVE RESOURCE MAPS**
LEGEND

Boom Deployment Locations

P20	Containment
P21	Exclusion
P22	Exclusion/containment
P23	Exclusion

Planning Distance Markers

Figure 2(cont'd)

Job No. 08837-770-012

DAMES & MOORE
A DAMES & MOORE GROUP COMPANY

Irving Terminal
Exxon Company, U.S.A.

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

[redacted]

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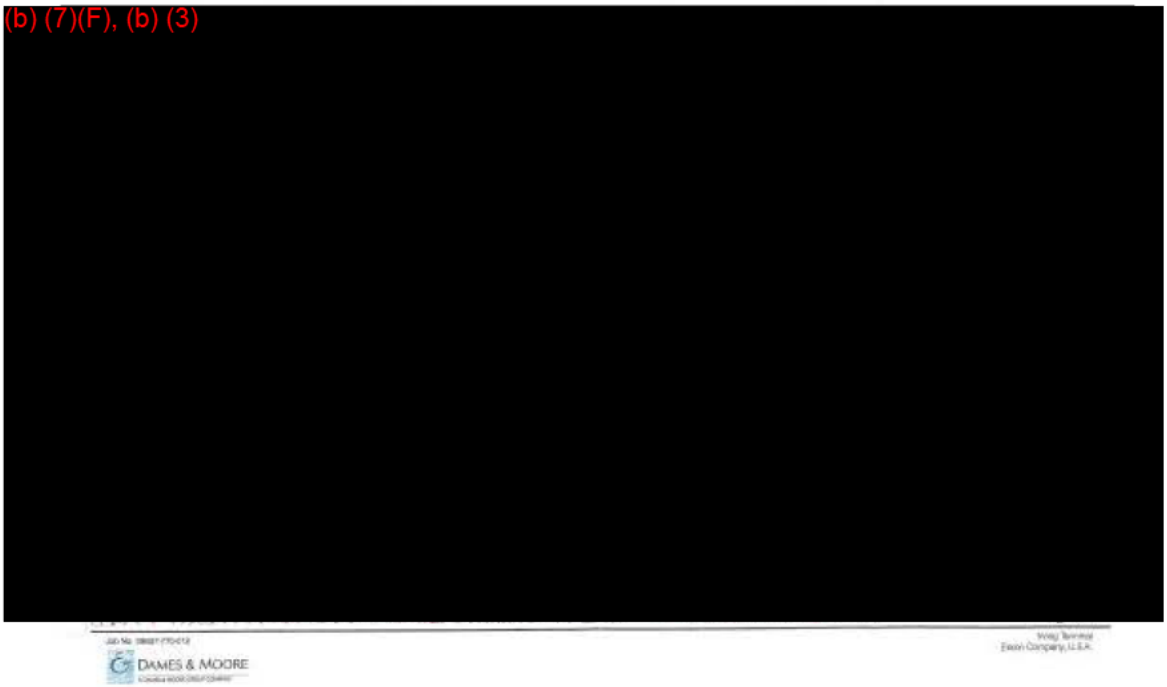
(b) (7)(F), (b) (3)

[redacted]



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

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

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

[redacted]

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

Facility Photo 1

Photo 1: View to the east along the south property boundary.

- Photo by Kurt Hirsh (AES), May 28, 1991

Photo 2: View to the north along the east property line.

- Photo by Kurt Hirsh (AES), May 28, 1991

Diagram 8

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Photo 1: View to the east along the south property boundary.

- Photo by Kurt Ritch (AES), May 28, 1991

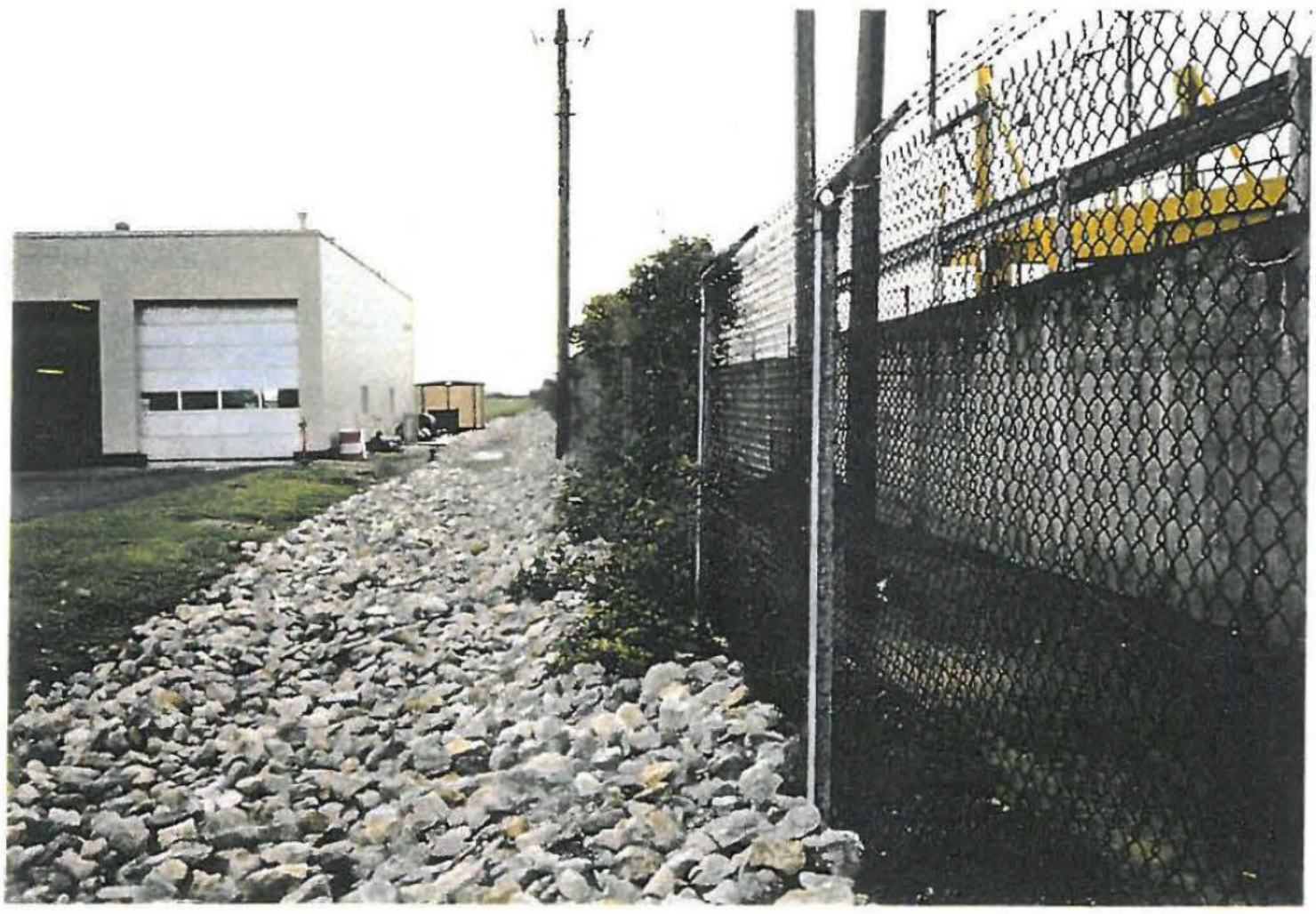

Photo 2: View to the north along the east property line.

- Photo by Kurt Ritch (AES), May 28, 1991

Facility Photo 2

Photo 3: View to the northwest along northeast property line.

- Photo by Kurt Hitch (ABS), May 28, 1991

Photo 4: View to the northwest along southwest property line.

- Photo by Kurt Hitch (ABS), May 28, 1991

Diagram 9

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Photo 3: View to the northwest along northeast property line.

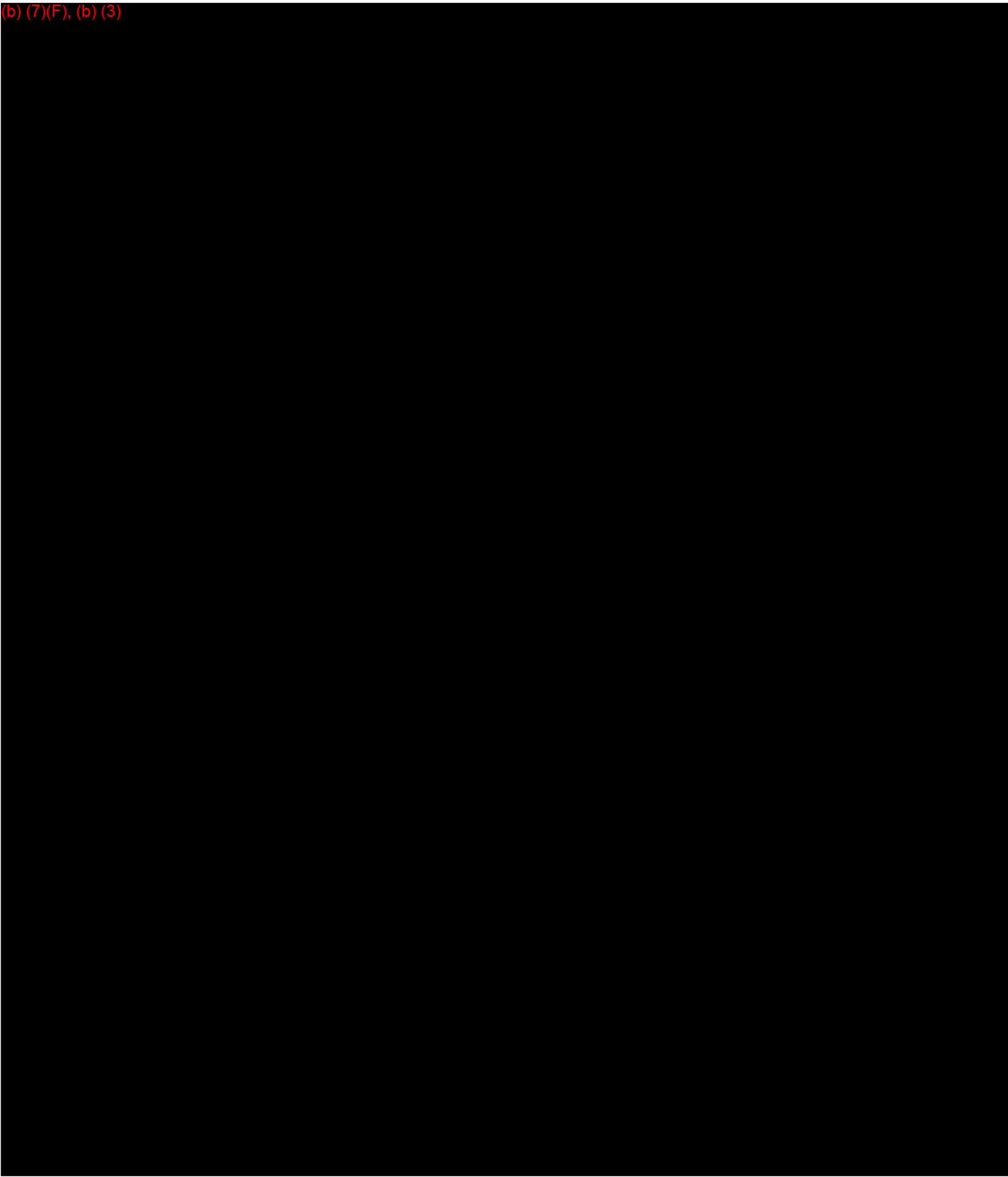
- Photo by Kurt Ritch (AES), May 28, 1991

Photo 4: View to the northwest along southwest property line.

- Photo by Kurt Ritch (AES), May 28, 1991

Facility Photo 3

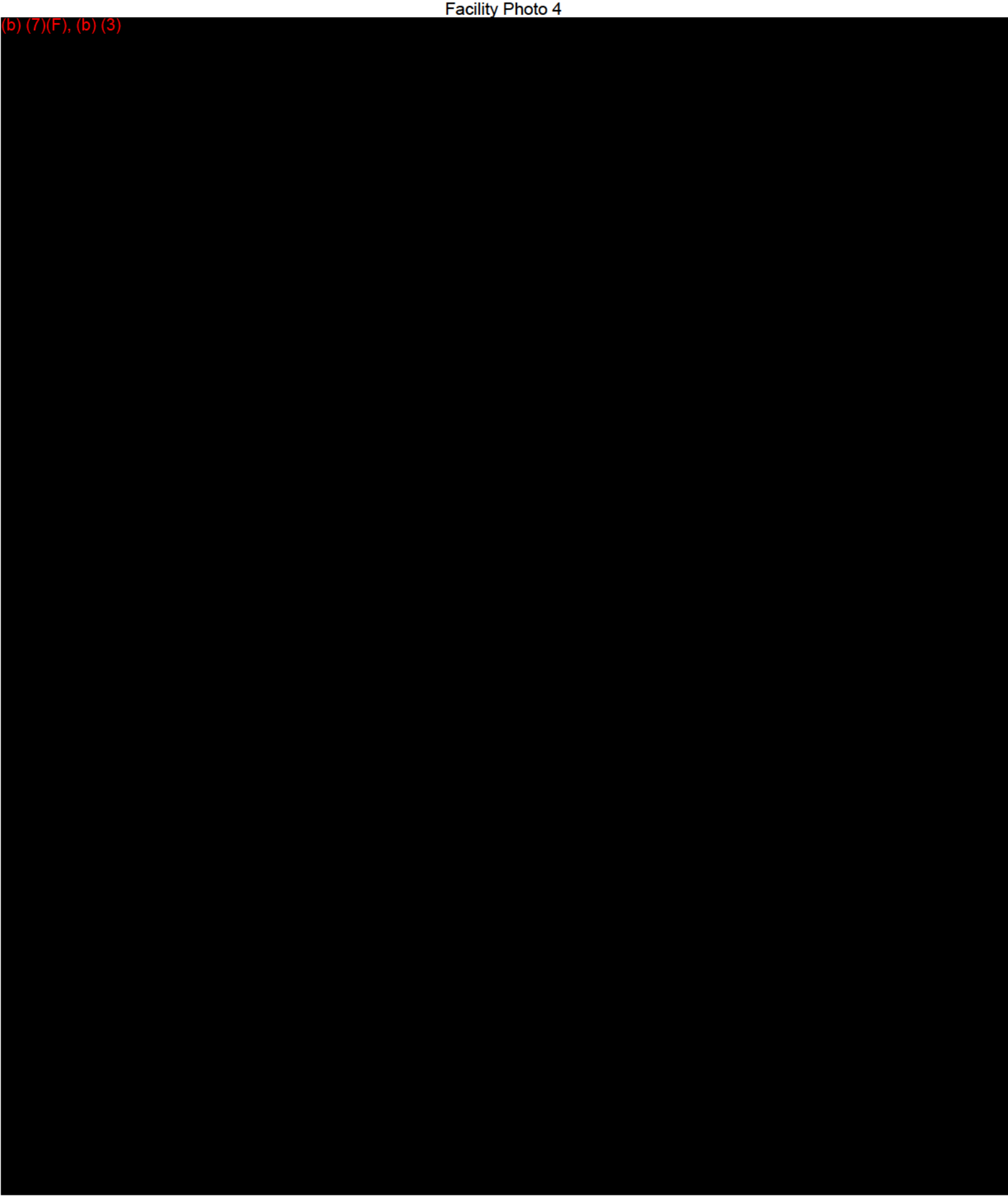
(b) (7)(F), (b) (3)



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

Facility Photo 4

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



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

APPENDIX H

STATE REQUIREMENTS

H. 1 State Regulatory Requirements

H. 2 State Notifications

H. 3 State Response Teams

H. 4 State Impact Considerations

H. 5 State Worst Case Discharge

H. 6 Hazard Evaluation

H. 7 Training and Drills

H. 8 Other State Information

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H.1 STATE REGULATORY REQUIREMENTS

There is no further required information for the State of Texas.

H.2 STATE NOTIFICATIONS

Additional State Notification requirements are referenced in Figure 2.5.

H.3 STATE RESPONSE TEAMS

There is no further required information for the State of Texas.

H.4 STATE IMPACT CONSIDERATIONS

There are no additional State impact considerations above those discussed in Section 6.

H.5 STATE WORST CASE DISCHARGE

The State of Texas does not have additional calculations for the worst case discharge from the refinery.

H.6 HAZARD EVALUATION

All hazard evaluation for the State are discussed in Appendix C.

H.7 TRAINING AND DRILLS

The State of Texas does not require additional drills or exercises above those required by Federal regulations.

H.8 OTHER STATE INFORMATION

There is no further required information for the State of Texas.

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APPENDIX I

OTHER DOCUMENTS

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SPILL CONTAINMENT STRATEGIES

Dam construction is an effective technique in small streams where shallow channels and weak currents prevail. Constructing dams to block or divert a channel may be the quickest and most effective technique to contain and recover a spill, provided the equipment and material are readily available.

Recovery Techniques: Oil removal techniques on moving water should be used in conjunction with containment methods. The major part of the oil should be removed while it is still suitable for skimming devices and vacuum pumps to be utilized. Second stage operations include using sorbents for the remaining oil which may be too thin for effective mechanical recovery. Oil skimmers typically are grouped into five categories: oleophilic, weirs, vacuum, hydrodynamic, and others.

On Water (Static)
Some water bodies such as lakes are classified as static, as they have no currents. These static water bodies can have surface waves from wind. Under the influence of wind, oil will drift over the water. Booms can be used to collect oil utilizing the same methods as in moving water. In conditions where the water is truly static, it may be necessary to tow boom slowly across the water to collect the oil. Once the oil is contained, the moving water recovery methods can be used. If boats are not available, it may be possible to use a jet of water or current of air to push or deflect the oil on the water. It is imperative not to create turbulence, as the oil may emulsify and dispersion may occur.

Effects of Ice and Snow
Spills on ice: The purpose of under ice oil spill containment and collection is to prevent the spread of oil and allow recovery prior to thawing. Oil can be recovered by cutting trenches through the ice and removing the oil which gathers in the trenches with pumps, skimmers, vacuums, and sorbents. Core holes should be drilled to assist in locating the oil spill under the ice. Oiled ice may be manually or physically recovered for subsequent melting and recovery.

Spills on land during winter: In cold weather conditions frozen ground is impervious to oil. Oil will tend to gather at the lowest point of the affected frozen area. Temporary berms can be made of snow and ice. Cold temperatures increase the oil's viscosity which reduces its spread. Contaminated snow must be collected for melting and disposal.

Containment Strategies
Containment and protection strategies are highly dependent on the conditions at the time of a spill. The containment strategies described within this document are for the general conditions at the Irving Terminal based on the planning distance calculations. The best approach to spill response must be decided by the Incident Commander after consideration of the health and safety of personnel, specific environmental conditions in the area of spill, volume of spill, and the elapsed time since the spill.

The sensitive resource maps depict suggested locations along the anticipated spill flow path where containment, diversion and exclusion booming strategies may be implemented. Selected containment and protection locations are depicted by a circle enclosing the letter "P" and the sequence number. The generic protection/containment strategy for each location is described in the table below. These generic strategies were developed without a site visit. Information considered during the development of these strategies included what was identified during the Vulnerability Analysis and on USGS maps. These generic strategies do not take into account variations in the stream from vegetation, sediment, climate, or wildlife include considerations or response actions. All response equipment should be utilized in accordance with the manufacturers' directions, for example, absorbent materials will need to be checked and replaced to remain effective. As the course of a waterway or area around the facility changes, it may be necessary for these generic strategies to be revisited.

Depending on the magnitude of the incident, spill response/emergency equipment will be staged at the Irving Terminal. Should an additional staging area be needed, Empire Truck Lines located at 2723 Carl Road, Irving, Texas can be used for staging equipment.

Containment Strategy and Logistics

Site	Site Description	Strategy	Equipment	Travel Distance and Response Time*	Discussion
P1	Storm sewer system and holding pond	On land response/ diversion	• Shovels • Sandbags • Sorbents • Hand tools	N/A	Use shovels to fill sandbags and build berms to block drainage areas. Lay sorbents around berms.
P2	Surface drainage ditches	Exclusion / Diversion / Containment	• Light boom or absorbent boom • Vacuum truck or vacuum unit and portable storage • Manpower	0.06 miles 12 seconds	Deploy boom across surface drainage ditches at the entrance to Elm Fork and spread sorbents to minimize impact and divert product away from wetland areas. Form several exclusion and diversion lines. NOTE: This may be a good collection area.
P3	Drainage / wetland areas into Elm Fork	Exclusion / Diversion	• Shoreline containment and absorbent boom • Manpower	0.3 miles 1 minute, 4 seconds	Deploy boom across Elm Fork forming several exclusion and diversion lines and along shorelines to exclude product from wetland areas. Spread sorbents on creek to minimize impact and divert product away from wetland areas.
P4	Drainage / wetland areas into Elm Fork	Containment	• Light boom or absorbent boom • Manpower	0.59 miles 2 minutes, 8 seconds	Deploy boom across Elm Fork forming several exclusion and diversion lines and along shorelines to exclude product from wetland areas. Spread sorbents on creek to minimize impact and divert product away from wetland areas. NOTE: This may be a good collection area.
P5	Drainage / wetland areas into Elm Fork	Exclusion	• Light boom or absorbent boom • Manpower	0.97 miles 3 minutes, 24 seconds	Line creek banks with boom to keep product in the water and away from the wetland areas.
P6	Drainage / wetland areas into Elm Fork	Exclusion	• Light boom or absorbent boom • Manpower	1.52 miles 5 minutes, 20 seconds	Line creek banks with boom to keep product in the water and away from the wetland areas.
P7	Drainage into Elm Fork	Containment	• Light boom or absorbent boom • Vacuum truck or Skimmer and portable storage • Manpower	1.61 miles 5 minutes, 40 seconds	Deploy boom across drainage into the Elm Fork, forming several containment lines. NOTE: This may be a good collection area.
P8	Elm Fork adjacent to Elm Fork Park	Exclusion	• Shoreline collection boom or absorbent boom • Sorbent pads • Manpower	3.13 miles 2 hours, 18 minutes	Line Elm Fork banks with boom to exclude product from wetland areas. Use sorbent pads among vegetation to collect product.

Containment Strategy and Logistics

Site	Site Description	Strategy	Equipment	Travel Distance and Response Time*	Discussion
P9	Elm Fork divide toward Backman Lake	Diversion	• Light containment or absorbent boom • Light marine craft as needed • Manpower	5.04 miles 5 hours, 4 minutes	Deploy boom across the fork as it heads towards Bachman Lake, divert product toward main branch of the Elm Fork of the Trinity River.
P10	Dam 401 (Frasier Dam) at Trinity River Greenbelt Park	Collection	• Light containment or absorbent boom • Light marine craft as needed • Manpower	5.36 miles 5 hours, 32 minutes	Deploy boom above dam to contain product. Deploy boom below dam to collect escaping product. NOTE: This may be a good collection area.
P11	Wetland area north of Empire Freeway	Exclusion	• Shoreline protection or absorbent boom • Manpower	5.97 miles 6 hours, 12 minutes	Deploy boom along west bank to exclude product from wetland area.
P12	Wetland area south of Empire Freeway	Exclusion	• Shoreline protection or absorbent boom • Manpower	6.38 miles 6 hours, 39 minutes	Deploy boom along shoreline on both banks of Elm Fork to exclude product from wetland area.
P13	Elm Fork adjacent to Trinity River Greenbelt Park	Containment	• Light containment boom • Absorbent boom • Light marine craft • Skimmer and portable storage • Manpower	8.86 miles 9 hours, 19 minutes	Deploy boom across Elm Fork from west bank to east in a southerly direction to contain product. NOTE: This may be a good collection area.
P14	Wetland areas along Trinity River	Exclusion	• Shoreline protection or absorbent boom • Manpower	9.62 miles 10 hours, 8 minutes	Deploy boom along north and south shorelines in wetland areas to exclude product.
P15	East of Hampton Road Viaduct	Exclusion	• Light containment or absorbent boom • Manpower	11.23 miles 11 hours, 53 minutes	Deploy boom across drainage on north and south sides of river to exclude product. Deploy absorbent material along banks as needed to protect wetland areas.
P16	West of Hampton Road Viaduct	Exclusion	• Light containment or absorbent boom • Manpower	12.61 miles 13 hours, 22 minutes	Deploy boom across drainage on north and south sides of river to exclude product. Deploy absorbent material along banks as needed to protect wetland areas.
P17	South of Lamar Street Viaduct	Exclusion	• Light containment or absorbent boom • Manpower	13.81 miles 14 hours, 39 minutes	Deploy boom across drainage on west side of river to exclude product. Deploy absorbent material along banks as needed to protect wetland areas.
P18	South of Fort Worth/Dallas Turnpike	Exclusion	• Light containment or absorbent boom • Manpower	14.68 miles 15 hours, 36 minutes	Deploy boom across drainage on east side of river to exclude product. Deploy absorbent material along banks as needed to protect wetland areas.
P19	Trinity River Greenbelt Park	Exclusion	• Shoreline protection or absorbent boom • Manpower	16.10 miles 17 hours, 8 minutes	Deploy boom and/or absorbent material as needed to protect wetland areas.

Containment Strategy and Logistics

Site	Site Description	Strategy	Equipment	Travel Distance and Response Time*	Discussion
P20	Cedar Creek Area	Containment	• Light containment boom • Absorbent boom • Light marine craft • Skimmer and portable storage • Manpower	16.88 miles 18 hours	Deploy boom across the river from south to north in an easterly direction to contain product. NOTE: This may be a good collection area.
P21	Southeast of Railroad Crossing	Exclusion	• Shoreline protection or absorbent boom • Manpower	17.73 miles 18 hours, 55 minutes	Deploy boom along norhwest and southeast shorelines in wetland areas to exclude product.
P22	Westof I-45	Exclusion/ Containment	• Light containment boom • Absorbent boom • Light marine craft • Skimmer and portable storage • Manpower	19.24 miles 20 hours 33 minutes	Deploy across river from north to south in an easterly direction to contain product. Deploy boom and/or absorbent material on southwest side as needed to protect wetland areas. NOTE: This may be a good collection area.
P23	Weland Area	Exclusion	• Shoreline protection or absorbent boom • Manpower	25.3 miles 27 hours,	Deploy boom and/or absorbent material as needed to protect wetland areas.

* Estimated maximum response time from initial spill to intercept leading edge of slick. Actual time may vary according to flow conditions. Estimates are based on guidelines in 40 CFR 112 for calculation of the Planning Distance.

ICS-201

INITIAL INCIDENT BRIEFING

(Coordinated by Planning Chief)

Incident Location:_____

Date Plan Prepared:_____

Operational Period Covered by Plan:

Date: Start_____ Finish_____

Time: Start_____ Finish_____

SHIFT DESIGNATION: _____

Approved By: IC _____

FOSC _____

SOSC _____

Weather Forecast for Operational Period:

_____

_____

_____

Tides: High(s)_____ _____ Low(s)_____ _____

Daylight: Sunrise _____ Sunset _____

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	Form Number	Owner
☐	Summary of Current Actions (ICS-201-1)	Incident Commander
☐	Initial Site Assessment (ICS-201-2)	Person discovering spill
☐	Site Safety and Control Analysis (ICS-201-3)	Safety Officer
☐	Current Organization (ICS-201-4)	Incident Commander
☐	Resource Summary (ICS-201-5)	Logistics Chief
☐	Spill Notification Form (ICS-201-6)	Planning Chief
☐	Other (maps, photos, etc.)	
	☐ _____	
	☐ _____	

(*Incident Commander)* **ICS 201-1** PAGE 1 of 6

INITIAL BRIEFING Summary of Current Actions

INCIDENT LOCATION:	DATE PREPARED:	OPERATIONAL PERIOD:	DATE	TIME
	TIME PREPARED:	FROM:		
		TO:		

Incident Objectives (check appropriate boxes)

- ❑ Safety of Life & Health
- ❑ Control the Source
- ❑ Containment
- ❑ Complete Notifications
- ❑ Protect Sensitive Areas
- ❑ Other
- ❑ Recover Product
- ❑ Rehabilitate Wildlife/Resources
- ❑ Customize Response Organization
- ❑ Clean Impacted Areas
- ❑ Document Response

Actions Taken to Stop Source (check appropriate boxes)

❑ Call P/L to stop receipt ❑ close valve ❑ tank to tank transfer ❑ shut down pumps

❑ Other

Safety Message

Known Environmental/Socio Economic Sensitivities (i.e. parks, beaches, Interstates, etc.)

Summary of Response Operations

Prepared By	Company Name	ICS Position
Approved By	Company Name	ICS Position

(Person Discovering Spill) **ICS 201-2** PAGE 2 OF 6

INITIAL BRIEFING — Initial Site Assessment

INCIDENT LOCATION:	DATE PREPARED:	OPERATIONAL PERIOD:	DATE	TIME
	TIME PREPARED:	FROM:		
		TO:		

Weather:	Wind Direction:	Wind Speed:

Safe Approach Possible ❑ Yes _____ ❑ No _____
special instructions additional comments

Source of Spill: ❑ valve ❑ piping ❑ truck ❑ tank ❑ Other _____

Estimated spill volume	Status of Source: ❑ Controlled ❑ Unknown ❑ Continuing	Rate of Flow: ❑ Leaking ❑ Spraying ❑ Other _____

Cause: ❑ Equipment failure ❑ Accident ❑ Overfill ❑ Unknown ❑ Other _____

Product Spilled ❑ gasoline ❑ diesel ❑ jet ❑ lubes ❑ other _____ **MSDS Available** ❑ Yes ❑ No

DESCRIBE INCIDENT

_____

_____

_____

CURRENT SITUATION

Direction of product movement _____
Description of contaminated area _____
Known environmental/economic sensitivities _____
Nearest Access Points by land/water _____
Additional information _____

SUGGESTED RESPONSE EQUIPMENT

_____

_____

_____

RESPONSE ACTIONS TAKEN

_____

_____

_____

Prepared By	Company Name	ICS Position
Approved By	Company Name	ICS Position

INITIAL BRIEFING Site Safety and Control Analysis

INCIDENT LOCATION:	DATE PREPARED:	OPERATIONAL PERIOD:	DATE	TIME
	TIME PREPARED:	FROM:		
		TO:		

In the event of a gasoline spill or a spill of an unknown petroleum product, utilize Fire Department, Hazmat or an OSRO to initiate the spill assessment process.

Combustible Gas Reading _____% LEL *Oxygen _____%*

Total Hydrocarbon PPM *Benzene PPM*

1. Are people injured or trapped? ❑ Unknown Injured Yes❑ No❑ Trapped Yes❑ No❑

2. Are there any immediate signs of potential hazards:
   a. Electrical line down or overhead _____ ❑ Yes ❑ No
   b. Unidentified liquid or solid products visible? _____ ❑ Yes ❑ No
   c. Colored vapors visible? _____ ❑ Yes ❑ No
   d. Smells which are not natural noted? _____ ❑ Yes ❑ No
   e. Fire sparks, nearby sources of ignition present? _____ ❑ Yes ❑ No
   f. Ditches, fast moving water, cliffs, holes, etc. nearby? _____ ❑ Yes ❑ No
   g. Is local traffic a potential problem? _____ ❑ Yes ❑ No
   h. Is the hazard area roped off/identified with placards or signs? _____ ❑ Yes ❑ No
   i. Spill area ❑ Dry ❑ Wet ❑ Icy

3. Approaching the scene from upwind, do you see a change in status of any of the above? ❑ Yes ❑ No

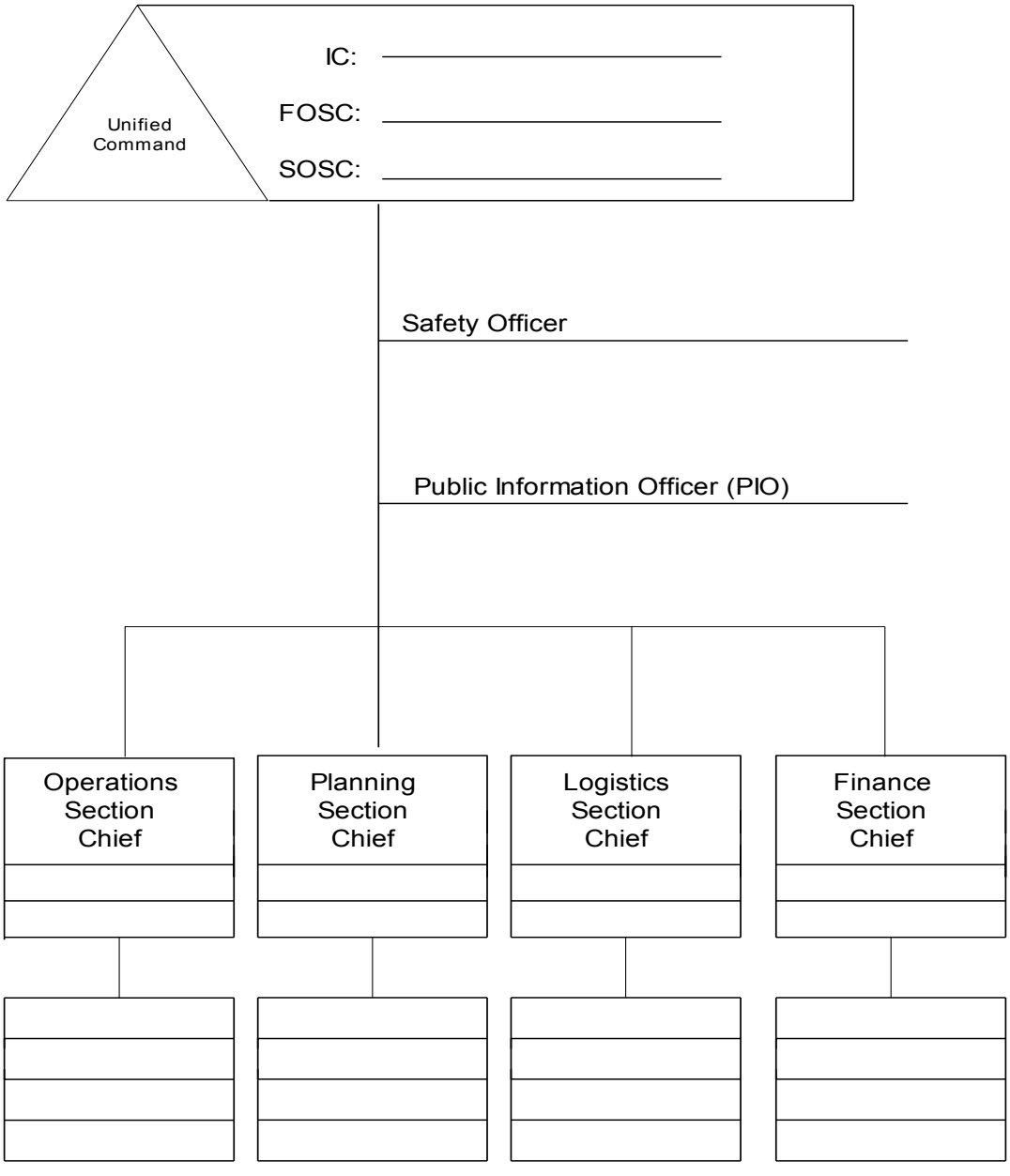
4. What controls/zones have you established?
   _____❑ Exclusion _____ ❑ Decontamination _____ ❑ Support

SAFETY MESSAGE

Prepared By	Company Name	ICS Position
Approved By	Company Name	ICS Position

(Incident Commander)		**ICS 201 - 4** PAGE 4 OF 6		
INITIAL BRIEFING				
NCIDENT LOCATION:	DATE PREPARED:	OPERATIONAL PERIOD:	DATE:	TIME:
	TIME PREPARED:	FROM:		
		TO:		

INCIDENT COMMAND
Current Organization



Prepared By:	Company Name:	ICS Position:
Approved By:	Company Name:	ICS Position:

INITIAL BRIEFING RESOURCE SUMMARY

INCIDENT LOCATION:	**DATE PREPARED:**	**OPERATIONAL PERIOD:**	**DATE**	**TIME**
	TIME PREPARED:	**FROM:**		
		TO:		

Company Ordered From	Equipment Ordered	Quantity	Time Ordered	ETA Day/Hour	Current location assignment

Prepared By	Company Name	ICS Position
Approved By	Company Name	ICS Position

(Planning Chief) **ICS 201-6** PAGE 6 OF 6

SPILL NOTIFICATION FORM

Reported By_____ **Call Back Number**_____**Time Reported**_____

Time of Spill_____**Date of Spill**_____**Estimated Quantity Spilled** _____

Product/Substance Spilled ❑ Gasoline ❑ Diesel ❑ Jet ❑ Lubes ❑ Other _____

Location Spill Occurred Latitude Degrees Minutes Seconds
Longitude Degrees Minutes Seconds

Address 730 Lower Main Street, Bangor, ME 04401

Dock/Terminal_____**Marine Vessel**_____**Pipeline**_____

Present Conditions: Spill Stopped? ❑ Yes ❑ No Comments:_____

Wind Direction_____ **Weather**_____

Body of Water affected or likely to be affected:

River Name **Mile Marker**_____

Speed of River Current_____ **River Stage**_____

Action Being Taken, if any (Indicate Contractors or Co-Op Called):

_____

_____

_____

Agencies or persons notified (*See ERAP 2.0 for phone numbers*)
NOTE: NRC must be notified within one hour

Time Called	Individual/Agency/ Organization Called	Telephone Number	Contact Name	Comments (i.e. Incident Number Given, Different Contact Name, etc.)

Date:_____ **Time:**_____ **This Form Completed By:**_____

See ERAP Section 2 for Additional Phone Numbers

GLOSSARY OF TERMS AND ACRONYMS

Glossary of Terms

Acronyms

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GLOSSARY OF TERMS

This glossary contains definitions of terms that will be used frequently during the course of response operations.

Activate: The process of mobilizing personnel and/or equipment within the response organization to engage in response operations.

Activator: An individual in the response organization whose responsibilities include notifying other individuals or groups within the organization to mobilize personnel and/or equipment.

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 within the Captain of the Port (COTP) zone in which the systems or equipment are intended to function.

Agency Representative: Individual assigned to an incident from an agency who has been delegated full authority to make decisions on all matters affecting that agency's participation in response operations.

Area Committee: As defined by Sections 311(a)(18) and (j)(4) of CWA, as amended by OPA, means the entity appointed by the President consisting of members from Federal, State, and local agencies with responsibilities that include preparing an Area Contingency Plan for the area designated by the President. The Area Committee may include ex-officio (i.e., non-voting) members (e.g., industry and local interest groups).

Area Contingency Plan: As defined by Sections 311(a)(19) and (j)(4) of CWA, as amended by OPA, means the plan prepared by an Area Committee, that in conjunction with the NCP, shall address the removal of a discharge including a worst-case discharge and the mitigation or prevention of a substantial threat of such a discharge from a vessel, offshore facility, or onshore facility operating in or near an area designated by the President.

Average Most Probable Discharge : A discharge of the lesser of 50 barrels or 1% of the volume of the worst case discharge.

Barrel (bbl): Measure of space occupied by 42 U.S. gallons at 60 degrees Fahrenheit.

Bioremediation Agents: Means microbiological cultures, enzyme additives, or nutrient additives that are deliberately introduced into an oil discharge and that will significantly increase the rate of biodegradation to mitigate the effects of the discharge.

Boom: A piece of equipment or a strategy used to either contain free floating oil to a confined area or protect an uncontaminated area from intrusion by oil.

Booming Strategies: Strategic techniques which identify the location and quantity of boom required to protect certain areas. These techniques are generated by identifying a potential spill source and assuming certain conditions which would affect spill movement on water.

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Bulk: Material that is stored or transported in a loose, unpackaged liquid, powder, or granular form capable of being conveyed by a pipe, bucket, chute, or belt system.

Chemical Agents: Means those elements, compounds, or mixtures that coagulate, disperse, dissolve, emulsify, foam, neutralize, precipitate, reduce, solubilize, oxidize, concentrate, congeal, entrap, fix, make the pollutant mass more rigid or viscous, or otherwise facilitate the mitigation of deleterious effects or the removal of the oil pollutant from the water. Chemical agents include biological additives, dispersants, sinking agents, miscellaneous oil spill control agents, and burning agents, but do not include solvents.

Cleanup: For the purposes of this document, cleanup refers to the removal and/or treatment of oil, hazardous substances, and/or the waste or contaminated materials generated by the incident. Cleanup includes restoration of the site and its natural resources.

Clean-up Contractor: Persons contracted to undertake a response action to clean up a spill.

Coastal Waters: For the purpose of classifying the size of discharges, means the waters of the coastal zone except for the Great Lakes and specified ports and harbors on inland rivers.

Coastal Zone: As defined for the purpose of the NCP, means all United States waters subject to the tide, United States waters of the Great Lakes, specified ports and harbors on inland rivers, waters of the contiguous zone, other waters of the high seas subject to the NCP, and the land surface or land substrata, ground waters, and ambient air proximal to those waters. The term coastal zone delineates an area of federal responsibility for response action. Precise boundaries are determined by EPA/USCG agreements and identified in federal regional contingency plans.

Coast Guard District Response Group (DRG): As provided for by CWA sections 311(a)(20) and (j)(3), means the entity established by the Secretary of the department in which the USCG is operating within each USCG district and shall consist of: the combined USCG personnel and equipment, including firefighting equipment, of each port within the district; additional prepositioned response equipment; and a district response advisory team.

Command: The act of controlling manpower and equipment resources by virtue of explicit or delegated authority.

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.

Communications Equipment: Equipment that will be utilized during response operations to maintain communication between the Company employees, contractors, Federal/State/Local agencies. (Radio/ telephone equipment and links)

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.

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Contingency Plan: A document used by (1) federal, state, and local agencies to guide their planning and response procedures regarding spills 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: For OPA 90, a written contract with a response contractor; certification by the facility owner or operator that personnel and equipment are owned, operated, or under the direct control of the facility, and available within the stipulated times; active membership in a local or regional oil spill removal organization; and/or the facility's own equipment.

Critical Areas to Monitor: Areas which if impacted by spilled oil may result in threats to public safety or health.

Cultural Resources: Current, historic, prehistoric and archaeological resources which include deposits, structures, ruins, sites, buildings, graves, artifacts, fossils, or other objects of antiquity which provide information pertaining to the historical or prehistorical culture of people in the state as well as to the natural history of the state.

Damage Assessment: The process of determining and measuring damages and injury to the human environment and natural resources, including cultural resources. A Damages include differences between the conditions and use of natural resources and the human environment that would have occurred without the incident, and the conditions and use that ensued following the incident. A Damage assessment includes planning for restoration and determining the costs of restoration.

Decontamination: The removal of hazardous substances from personnel and their equipment necessary to prevent adverse health effects.

Discharge: Any spilling, leaking, pumping, pouring, emitting, emptying, or dumping.

Dispersants: Means those chemical agents that emulsify, disperse, or solubilize 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 floatation/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.

Drinking Water Supply: As defined by Section 101(7) of CERCLA, means any raw or finished water source that is or may be used by a public water system (as defined in the Safe Drinking Water Act) or as drinking water by one or more individuals.

Economically Sensitive Areas: Those areas of explicit economic importance to the public that due to their proximity to potential spill sources may require special protection and include, but are not limited to: potable and industrial water intakes; locks and dams; and public and private marinas.

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

Emergency Service: Those activities provided by state and local government to prepare for and carry out any activity to prevent, minimize, respond to, or recover from an emergency.

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.

Facility: Either an onshore facility or an offshore facility and includes, but is not limited to structures, equipment, and appurtenances thereto, used or capable of being used to transfer oil to or from a vessel or a public vessel. A facility includes federal, state, municipal, and private facilities.

Facility Operator: The person who owns, operates, or is responsible for the operation of the facility.

Federal Fund: The spill liability trust fund established under OPA.

Federal 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.

Federal Response Plan (FRP): Means the agreement signed by 25 federal departments and agencies in April 1987 and developed under the authorities of the Earthquake Hazards Reduction Act of 1977 and the Disaster Relief Act of 1974, as amended by the Stafford Disaster Relief Act of 1988.

First Responders, First Response Agency: A public health or safety agency (e.g., 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.

Handle: To transfer, transport, pump, treat, process, store, dispose of, drill for, or produce.

Harmful Quantity Of Oil: The presence of oil from an unauthorized discharge in a quantity sufficient either to create a visible film or sheen upon or discoloration of the surface of the water or a shoreline, tidal flat, beach, or marsh, or to cause a sludge or emulsion to be deposited beneath the surface of the water or on a shoreline, tidal flat, beach, or marsh.

Hazardous Material: Any non radioactive 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.

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

Hazardous Waste: Any solid waste identified or listed as a hazardous waste by the Administrator of the EPA pursuant to the federal Solid Waste Disposal Act, as amended by the Resource 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.

HAZMAT: Hazardous materials or hazardous substances, exposure to which may result in adverse effects on health or safety of employees.

HAZWOPER: Hazardous Waste Operations and Emergency Response Regulations published by OSHA to cover worker safety and health aspects of response operations.

Heat Stress: Dangerous physical condition caused by over exposure to extremely high temperatures.

Hypothermia: Dangerous physical condition caused by over exposure to freezing temperatures.

Incident: Any event that results in a spill or release of oil or hazardous materials. Action by emergency service personnel may be required to prevent or minimize loss of life or damage to property and/or natural resources.

Incident Briefing Meeting: Held to develop a comprehensive, accurate, and up-to-date understanding of the incident, nature of status of control operations, and nature and status of response operations; ensure the adequacy of control and response operations; begin to organize control and response operations; and prepare for interactions with outside world.

Incident Command Post (ICP): That location at which all primary command functions are executed.

Incident Command System (ICS): The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of assigned resources at an incident.

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.

Indian Tribe: As defined in OPA section 1001, means any Indian tribe, band, nation, or other organized group or community, but not including any Alaska Native regional or village corporation, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians and has governmental authority over lands belonging to or controlled by the Tribe.

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Initial Cleanup: Remedial action at a site to eliminate acute hazards associated with a spill. An initial clean-up action is implemented at a site when a spill of material is an actual or potentially imminent threat to public health or the environment, or difficulty of cleanup increases significantly without timely remedial action. All sites must be evaluated to determine whether initial cleanup is total cleanup, however, this will not be possible in all cases due to site conditions (i.e., a site where overland transport or flooding may occur).

Initial Notification: The process of notifying necessary the Company personnel and Federal/ State/Local agencies that a spill has occurred, including all pertinent available information surrounding the incident.

Initial Response Actions: The immediate actions that are to be taken by the spill observer after detection of a spill.

Inland Area: The area shoreward of the boundary lines defined in 46 CFR part 7, except that in the Gulf of Mexico, it means the area shoreward of the lines of demarcation (COLREG lines) as defined in §80.740 through 80.850 of this chapter. The inland area does not include the Great Lakes.

Inland Waters: State waters not considered coastal waters; lakes, rivers, ponds, streams, underground water, et. al.

Inland Zone: Means the environment inland of the coastal zone excluding the Great Lakes, and specified ports and harbors on inland rivers. The term inland zone delineates an area of federal responsibility for response action. Precise boundaries are determined by EPA/USCG agreements and identified in federal regional contingency plans.

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 response activities.

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

- **U.S. Coast Guard:** Oil and chemically hazardous materials incidents on navigable waters.
- **Environmental Protection Agency:** Oil and chemically hazardous materials incidents on inland waters.

Lead State Agency: The agency which coordinates state support to federal and/or local governments or assumes the lead in the absence of federal response.

Loading: Transfer from Facility to vehicle.

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Local Emergency Planning Committee (LEPC): A group of local representatives appointed by the State Emergency Response Commission (SERC) to prepare a comprehensive emergency plan for the local emergency planning district, as required by the Emergency Planning and Community Right-to-know Act (EPCRA).

Local Response Team: Designated Facility individuals who will fulfill the roles determined in the oil spill response plan in the event of an oil or hazardous substance spill. They will supervise and control all response and clean-up operations.

Lower Explosive Limit: Air measurement utilized to determine the lowest concentration of vapors that support combustion. This measurement must be made prior to entry into a spill area.

Marinas: Small harbors with docks, services, etc. for pleasure craft.

Medium Discharge: Means a discharge greater than 2,100 gallons (50 Bbls) and less than or equal to 36,000 gallons (85+ Bbls) or 10% of the capacity of the largest tank, whichever is less and not to exceed the WCD.

National Contingency Plan: The plan prepared under the Federal Water Pollution Control Act (33 United State 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.

National Pollution Funds Center (NPFC): Means the entity established by the Secretary of Transportation whose function is the administration of the Oil Spill Liability Trust Fund (OSLTF). Among the NPFC's duties are: providing appropriate access to the OSLTF for federal agencies and states for removal actions and for federal trustees to initiate the assessment of natural resource damages; providing appropriate access to the OSLTF for claims; and coordinating cost recovery efforts.

National Response System (NRS): Is the mechanism for coordinating response actions by all levels of government in support of the OSC. The NRS is composed of the NRT, RRTs, OSC, Area Committees, and Special Teams and related support entities.

National Strike Force (NSF): Is a special team established by the USCG, including the three USCG Strike Teams, the Public Information Assist Team (PIAT), and the National Strike Force Coordination Center. The NSF is available to assist OSCs in their preparedness and response duties.

National Strike Force Coordination Center (NSFCC): Authorized as the National Response Unit by CWA section 311(a)(23) and (j)(2), means the entity established by the Secretary of the department in which the USCG is operating at Elizabeth City, North Carolina, with responsibilities that include administration of the USCG Strike Teams, maintenance of response equipment inventories and logistic networks, and conducting a national exercise program.

Natural Resource: Land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to or otherwise controlled by the state, federal government, private parties, or a municipality.

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Navigable Waters: As defined by 40 CFR 110.1 means the waters of the United States, including the territorial seas. The term includes:

All waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters that are subject to the ebb and flow of the tide;

Interstate waters, including interstate wetlands;

All other waters such as interstate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, and wetlands, the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:

- that are or could be used by interstate or foreign travelers for recreational or other purposes;
- from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; and
- that are used or could be used for industrial purposes by industries in interstate commerce.

All impoundments of waters otherwise defined as navigable waters under this section;

Tributaries of waters identified in paragraphs (a) through (d) of this definition, including adjacent wetlands; and

Wetlands adjacent to waters identified in paragraphs (a) through (e) of this definition: Provided, that waste treatment systems (other than cooling ponds meeting the criteria of this paragraph) are not waters of the United States.

Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act jurisdiction remains with EPA.

Nearshore Area: For OPA 90, 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 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:

1. At least 50% of which by volume, distill at a temperature of 340 degrees C (645 degrees F);

2. At least 95% of which volume, distill at a temperature of 370 degrees C (700 degrees F).

Ocean: The open ocean, offshore area, and nearshore area as defined in this subpart.

Offshore area: The area up to 38 nautical miles seaward of the outer boundary of the nearshore area.

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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 Liability Trust Fund: Means the fund established under section 9509 of the Internal Revenue Code of 1986 (26 U.S.C. 9509).

Oily Waste: Product contaminated waste resulting from a spill or spill response operations.

On-Scene Coordinator (OSC): Means the federal official predesignated by the EPA or the USCG to coordinate and direct response under subpart D.

On-site: Means the area extent of contamination and all suitable areas in very close proximity to the contamination necessary for implementation of a response action.

Open Ocean: Means the area from 38 nautical miles seaward of the outer boundary of the nearshore area, to the seaward boundary of the exclusive economic zone.

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:

1. Group II specific gravity less than .85
2. Group III specific gravity between .85 and less than .95
3. Group IV specific gravity .95 and including 1.0
4. Group V specific gravity greater than 1.0

Plan Holder: The plan holder is the industry transportation related facility for which a response plan is required by federal regulation to be submitted by a vessel or facility's owner or operator.

Post Emergency Response: The portion of a response performed after the immediate threat of a release has been stabilized or eliminated and cleanup of the sites has begun.

Post Emergency: The phase of response operations conducted after the immediate threat of the release has been stabilized, and cleanup operations have begun.

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Primary Response Contractors or Contractors: 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 (QI): That person or entity who has authority to activate a spill cleanup contractors, act as liaison with the "On-Scene Coordinator" and obligate funds required to effectuate response activities.

Regional Response Team (RRT): The Federal response organization (consisting of representatives from selected Federal and State agencies) which acts as a regional body responsible for overall planning and preparedness for oil and hazardous materials releases and for providing advice to the OSC in the event of a major or substantial spill.

Remove or Removal: As defined by section 311(a)(8) of the CWA, refers to containment and removal of oil or hazardous substances from the water and shorelines or the taking of such other actions as may be necessary to minimize or mitigate damage to the public health or welfare (including, but not limited to, fish, shellfish, wildlife, public and private property, and shorelines and beaches) or to the environment. For the purpose of the NCP, the term also includes monitoring of action to remove discharge.

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

Response Contractors: Persons/companies contracted to undertake a response action to contain and/or clean up a spill.

Response Guidelines: Guidelines for initial response that are based on the type of product involved in the spill, these guidelines are utilized to determine clean-up methods and equipment.

Response Plan: A practical manual used by industry for responding to a spill. Its features include: (1) identifying the notifications sequence, responsibilities, response techniques, etc. in a easy to use format; (2) using decision trees, flowcharts, and checklists to insure the proper response for spills with varying characteristics; and (3) segregating information needed during the response from data required by regulatory agencies to prevent confusion during a spill incident.

Response Resources: All personnel and major items of equipment available, or potentially available, for assignment to incident tasks on which status is maintained.

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

Response Priorities: Mechanism used to maximize the effective use of manpower and equipment resources based upon their availability during an operational period.

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Response Resources: All personnel and major items of equipment available, or potentially available, for assignment to incident tasks on which status is maintained.

Restoration: The actions involved in returning a site to its former condition.

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

Securing the Source: Steps that must be taken to stop discharge of oil at the source of the spill.

Sinking Agents: Means those additives applied to oil discharges to sink floating pollutants below the water surface.

Site Characterization: An evaluation of a cleanup site to determine the appropriate safety and health procedures needed to protect employees from identified hazards.

Site Conditions: Details of the area surrounding the facility, including shoreline descriptions, typical weather conditions, socioeconomic breakdowns, etc.

Site Safety and Health Plan: A site specific plan developed at the time of an incident that addresses:

- Safety and health hazard analysis for each operation.
- Persona protective equipment to be used.
- Training requirements for site workers.
- Medical surveillance requirements.
- Air monitoring requirements.
- Site control measures.
- Decontamination procedures.
- Emergency response procedures.
- Confined space entry procedures.

Site Security and Control: Steps that must be taken to provide safeguards needed to protect personnel and property, as well as the general public, to ensure an efficient clean-up operation.

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.

Snare Boom: Oil will adhere to the material of which this boom is made of and thus collect it.

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: An unauthorized discharge of oil or hazardous substance into the waters of the state.

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Spill Observer: The first Facility individual who discovers a spill. This individual must function as the first responder and person-in-charge until relieved by an authorized supervisor.

Spill of National Significance (SONS): Means a spill which due to its severity, size, location, actual or potential impact on the public health and welfare or the environment, or the necessary response effort, is so complex that it requires extraordinary coordination of federal, state, local, and responsible party resources to contain and cleanup the discharge.

Spill Management Team: The personnel identified to staff the organizational structure identified in a response plan to manage response plan implementation.

Spill Response: All actions taken in responding to spills of oil and hazardous materials, e.g.: receiving and making notifications; information gathering and technical advisory phone calls; preparation for and travel to and from spill sites; direction of clean-up activities; damage assessments; report writing, enforcement investigations and actions; cost recovery; and program development.

Spill Response Personnel: Federal, state, local agency, and industry personnel responsible for participating in or otherwise involved in spill response. All spill response personnel will be pre-approved on a list maintained in each region.

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 Re-authorization Act of 1986 (SARA). The SERC approves the State Oil and Hazardous Substance Discharge Prevention and Contingency Plan and Local Emergency Response Plans.

Surface Collecting Agents: Means those chemical agents that form a surface film to control the layer thickness of oil.

Surface Washing Agent: Is any product that removes oil from solid surfaces, such as beaches and rocks, through a detergency mechanism and does not involve dispersing or solubilizing the oil into the water column.

Tanker: A self-propelled tank vessel constructed or adapted primarily to carry or hazardous material in bulk in the cargo spaces.

Tidal Current Tables: Tables which contain the predicted times and heights of the high and low waters for each day of the year for designated areas.

Trajectory Analysis: Estimates made concerning spill size, location, and movement through aerial surveillance or computer models.

Transfer: Any movement of oil to, from, or within a vessel by means of pumping, gravitation, or displacement.

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Trustee: Means an official of a federal natural resources management agency designated in subpart G of the NCP or a designated state official or Indian tribe or, in the case of discharges covered by the OPA, a foreign government official, who may pursue claims for damages under section 1006 of the OPA.

Underwriter: An insurer, a surety company, a guarantor, or any other person, other than an owner or operator of a vessel or facility, that undertakes to pay all or part of the liability of an owner or operator.

Unified Command: The method by which local, state, and federal agencies and the responsible party 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.

Unified or Coordinated Command Meeting: Held to obtain agreement on strategic objectives and response priorities; review tactical strategies; engage in joint planning, integrate response operations; maximize use of resources; and minimize resolve conflicts.

Volunteers: An individual who donates their services or time without receiving monetary compensation.

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.

Wetlands: Those areas that are inundated or saturated by surface or groundwater at a frequency or duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include playa lakes, swamps, marshes, bogs, and similar areas such as sloughs, prairie potholes, wet meadows, prairie river overflows, mudflats, and natural ponds (40 CFR 112.2(y)).

Wildlife Rescue: Efforts made in conjunction with Federal and State agencies to retrieve, clean, and rehabilitate birds and wildlife affected by an oil spill.

Worst Case Discharge: The largest foreseeable discharge under adverse weather conditions. For facilities located above the high water line of coastal waters, a worst case discharge includes those weather conditions most likely to cause oil discharged from the facility to enter coastal waters.

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ACRONYMS

AC	Area Committee
AOR	Area of Review
AQI	Alternate Qualified Individual
ACP	Area Contingency Plan
ACPs	Area Contingency Plans
bbl/hr	Barrel per Hour
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
BPD	Barrels Per Day
BOD	Biological Oxygen Demand
BOEM	Bureau of Ocean Energy Management
BOM	Bureau of Mines
BSEE	Bureau of Safety and Environmental Enforcement
CAER	Community Awareness and Emergency Response
CAS Number	Chemical Abstracts Service
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFR	Code of Federal Regulations
CG	Coast Guard
CHEMTREC	Chemical Transportation Emergency Center
COE	U.S. Army Corps of Engineers
COTP	Captain of the Port
CPI	Corrugated Plate Interceptor
CRZ	Contamination Reduction Zone
CST	Civil Support Team
CWA	Clean Water Act (Federal - Public Law 100-4)
CWS	Community Water System
CZM	Coastal Zone Management
DECON	Decontamination
DENR	Department of Environment and Natural Resources
DHS	Department of Homeland Security
DNR	Department of Natural Resources
DOC	Department of Commerce
DOCL	Documentation Unit Leader
DOD	Department of Defense
DOE	Department of Energy
DOI	Department of Interior
DOJ	Department of Justice
DOL	Department of Labor
DOS	Department of State

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DOT	Department of Transportation
EBS	Emergency Broadcast System
EDRC	Estimated Daily Recovery Capability
EET	Environmental Emergency Team
EHS	Extremely Hazardous Substance
EMS	Emergency Management System
EOC	Emergency Operations Center
EPA	U. S. Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act of 1986 (Title III of SARA)
EQ	Environmental Quality
ESA	Endangered Species Act
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAX	Facsimile Machine
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
FIR	Field Investigation Report
FOSC	Federal On-Scene Coordinator
FR	Federal Register
FRDA	Federal Resources Damage Assessment
FRF	Federal Revolving Fund
GIS	Geographic Information System
GSA	General Services Administration
HAZMAT	Hazardous Material
HAZWOPER	Hazardous Waste Operations and Emergency Response Standard
HEPA OVV	High Efficiency Particle Air Device
HF ERW	High Frequency Electric-Resistance Weld
HHS	Department of Health and Human Services
HLS	Homeland Security
HOPD	Head Office Products Distribution
HVAC	Heating, Ventilating, and Air Conditioning
IAP	Incident Action Plan
IBRRC	International Bird Rescue Research Center
IC	Incident Commander
ICS	Incident Command System
ID NO.	Identification Number
IMH	Incident Management Handbook
IMS	Incident Management System
KM	Kilometer
KP	Kilometer Point
LE	Law Enforcement

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LEPC	Local Emergency Planning Committee
LFL	Lower Flammable Limit
LO	Liaison Officer
LOSC	Local On-Scene Coordinator
LPG	Liquefied Petroleum Gas
LRT	Local Response Team
LSC	Logistics Section Chief
LF ERW	Low Frequency Electric-Resistance Weld
LEL	Lower Explosive Limit
MBL	Mobile
MEDEVAC	Medical Evacuation
MMS	Minerals Management Service, replaced by BSEE
MOU	Memorandum of Understanding
MSDS	Material Safety Data Sheets
MSO	Marine Safety Office
MSRC	Marine Spill Response Corporation
NCP	National Contingency Plan
NCWS	Non-Community Water System
NEECP (CA)	National Environmental Emergencies Contingency Plan
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NIMS	National Incident Management System
NOAA	National Oceanographic Atmospheric Administration
NRC	National Response Center
NRDAR	Natural Resource Damage Assessment and Restoration
NRS	National Response System
NRT	National Response Team
NSF	National Strike Force
NSFCC	National Strike Force Coordination Center
O&M	Operations and Maintenance
OCC	Operations Coordination Center
OP	Operational Period
OPA	Oil Pollution Act
OPS	Operations
OSC	On-Scene Coordinator
OSC	Operation Section Chief
OSHA	Occupational Safety & Health Administration
OSLTF	Oil Spill Liability Trust Fund
OSPRA	Oil Spill Prevention and Response Act
OSRO	Oil Spill Removal Organization
OSRP	Oil Spill Response Plan
OSRV	Oil Spill Response Vessel
OV	Organic Vapor

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PCB	Polychlorinated Biphenyl's
PFD	Personal Floatation Device
PGR	Pager
PHMSA	Pipeline and Hazardous Materials Safety Administration
PIAT	Public Information Assist Team
POC	Point of Contact
POLREP	Pollution Report
PPE	Personal Protective Equipment
PPM	Parts Per Million
PREP	Preparedness for Response Exercise Program
PSC	Planning Section Chief
PSD	Prevention of Significant Deterioration
PVC	Polyvinyl Chloride
PWSD	Public Water Supply District
QI	Qualified Individual
RACT	Reasonably Achievable Control Technology
RCP	Regional Contingency Plan
RCRA	Resource Conservation and Recovery Act
RECON	Reconnaissance
REP	Radiological Emergency Preparedness
RERT	Radiological Emergency Response Team
RESL	Resource Leader
RP	Responsible Party
RPIC	Responsible Party Incident Commander
RQ	Reportable Quantity
RRT	Regional Response Team
RSPA	Research and Special Programs Administration (replaced by PHMSA)
R/W	Right-of-Way
RWD	Rural Water District
SAR	Search and Rescue
SARA	Superfund Amendments and Reauthorization Act
SART	Search and Rescue Transporter
SCADA	Supervisory Control and Data Acquisition
SCBA	Self Contained Breathing Apparatus
SDWA	Safe Drinking Water Act
SERC	State Emergency Response Center
SERC	State Emergency Response Commission
SI	Security Incident
SIC	State Implementation Plan
SITL	Situation Unit Leader
SMT	Spill Management Team
SO	Security Officer

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SONS	Spill of National Significance
SOP	Standard Operating Procedure
SOR	Statutory Orders and Regulations
SORS	Spilled oil Recovery System
SOSC	State On-Scene Coordinator
SPCC	Spill Prevention, Control, and Countermeasure
Sq. Ft.	Square Foot
SSC	Scientific Support Coordinator (NOAA)
SSPs	Site Safety Plans
STAM	Staging Area Manager
STEL	Short Term Exposure Limits
SUPSALV	United States Navy Supervisor of Salvage
SWD	Salt Water Disposal
TBA	To be Assigned
TSB	Transportation Safety Board
TSC	Temporary Storage Capacity
TSCA	Toxic Substances Control Act
TSD	Temporary Storage and Disposal
TSDF	Treatment, Storage or Disposal Facility
TWIC	Transportation Worker Identification Credential
UC	Unified Command
UCS	Unified Command System
UN Number	United Nations
US	United States
USACOE	U. S. Army Corps of Engineers
USCG	United States Coast Guard
USDA	U. S. Department of Agriculture
USDL	U. S. Department of Labor
USDOD	U. S. Department of Defense
USDOE	U. S. Department of Energy
USDW	Underground Source of Drinking Water
USEPA	U. S. Environmental Protection Agency
USFWS	U. S. Fish and Wildlife Services
USGS	U. S. Geological Survey
VOC	Volatile Organic Compound
Vol.	Volume
VOSS	Vessel of Opportunity Skimmer System
Vsl.	Vessel
WCD	Worst Case Discharge

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REGULATORY CROSS REFERENCE

U.S. EPA - OPA 90

DOT/PHMSA

OSHA Emergency Action Plans

OSHA HAZWOPER

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U.S. EPA - OPA 90 *40 CFR Part 112.20 and Appendix F*			
40 CFR 112.20	**40 CFR 112 Appendix F**	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
-----	1.0	***Model Facility-Specific Response Plan***	-----
(1)	1.1	***Emergency Response Action Plan***	-----
(1)(i)		1. Qualified Individual Information	ERAP - QI Info
(1)(ii)		2. Emergency Notification Phone List	ERAP - Notifications
(1)(iii)		3. Spill Response Notification Form	ERAP - Notifications
(1)(iv)		4. Response Equipment List and Location	ERAP - Facility Equipment List
-----		5. Response Equipment Testing and Deployment	ERAP - Facility Equipment List
(1)(v)		6. Facility Response Team	ERAP - Local Response Team
(1)(vi)		7. Evacuation Plan	ERAP - Evacuation Diagram
(1)(vii)		8. Immediate Actions	ERAP - Initial Response Actions
(1)(viii)		9. Facility Diagram	ERAP - Facility Diagram(s)
(2)	1.2	***Facility Information***	-----
	1.2.1	Facility name and location	Fig 1.1
	1.2.2	Latitude and Longitude	Fig 1.1
	1.2.3	Wellhead Protection Area	Fig 1.1
	1.2.4	Owner/operator	Fig 1.1
	1.2.5	Qualified Individual	Fig 1.1
	1.2.6	Date of Oil Storage Start-up	Fig 1.1
	1.2.7	Current Operation	Fig 1.1
	1.2.8	Dates and Types of Substantial Expansion	Fig 1.1
(3)	1.3	***Emergency Response Information***	-----
(3)(iii)	1.3.1	Notification	2.0
(3)(i)	1.3.2	Response Equipment List/Location	App A
(3)(ii)	1.3.3	Response Equipment Testing/Deployment	App D
(3)(vi)	1.3.3	Response Equipment Testing/Deployment	App D
(3)(i)	1.3.4	Personnel	Fig 2.1
(3)(iv)	----	A description of information to pass to response personnel	Fig 2.3

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U.S. EPA - OPA 90 *40 CFR Part 112.20 and Appendix F*			
40 CFR 112.20	**40 CFR 112 Appendix F**	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
(3)(v)	----	A description of response personnel capabilities, including:	-----
	----	• duties of persons at the Facility during a response action	3.2
	----	• response times and qualifications...	Fig 2.1
(3)(ii)	----	• Evidence of Contractual Arrangements	App A
(3)(vii)	1.3.5	Evacuation Plan/Diagrams	3.7
(3)(viii)	1.3.5	Evacuation Plan/Diagrams	App G
-----	1.3.6	Qualified Individual's Duties	4.2
(3)(ix)	-----	A description of the duties of the qualified individual that include	-----
(3)(ix)(A)	-----	Activate internal alarms and hazard communications systems	4.2
(3)(ix)(B)	-----	Notify all response personnel, as needed	4.2
(3)(ix)(C)	-----	Identify the character, exact source, amount, and extent of release	4.2
(3)(ix)(D)	-----	Notify and provide necessary information to the appropriate Federal, State, and local authorities	4.2
(3)(ix)(E)	-----	Assess the interaction of the spilled substance with water and/or other substances stored at the Facility	4.2
(3)(ix)(F)	-----	Assess the possible hazards to human health and environment	4.2
(3)(ix)(G)	-----	Assess and implement prompt removal actions	4.2
(3)(ix)(H)	-----	Coordinate rescue and response actions	4.2
(3)(ix)(I)	-----	Use authority to immediately access company funding	4.2
(3)(ix)(J)	-----	Direct cleanup activities until properly relieved	4.2
(4)	1.4	***Hazard Evaluation***	-----
	1.4.1	Hazard Identification	Fig 1.1, App C
	1.4.2	Vulnerability Analysis	6.5
	1.4.3	Analysis of the Potential for an Oil Spill	App C
	1.4.4	Facility Reportable Oil Spill History	App C

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U.S. EPA - OPA 90 *40 CFR Part 112.20 and Appendix F*			
40 CFR 112.20	**40 CFR 112 Appendix F**	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
(5)	1.5	***Discharge Scenarios***	-----
(5)(ii)	1.5.1	Small and Medium Discharges	App B
(5)(iii)	1.5.2	Small and Medium Discharges	App B
(5)(i)	1.5.3	Worst Case Discharge	App B
(6)	1.6	***Discharge Detection Systems***	-----
	1.6.1	Discharge Detection by Personnel	App C.2
(3)(ix)(A)	1.6.2	Automated Discharge Detection	App C.2
(7)	1.7	***Plan Implementation***	-----
(7)(i)	1.7.1	Response actions to be carried out by facility personnel or contracted personnel, Response Resources for Small, Medium, and Worst Case Spills	3.1, 3.2, App B
(7)(iii)	1.7.2	Disposal Plans	App E
(7)(iv)	1.7.3	Containment and Drainage Planning	App C.1
(8)	1.8	***Self-Inspection, Drills/Exercises, and Response Training***	-----
(8)(i)	1.8.1	Facility Self-Inspection	App C
(8)(i)	1.8.1.1	Tank Inspection/Secondary Containment	App C
(8)(i)	1.8.1.2	Response Equipment Inspection	App A
(8)(ii)	1.8.2	Facility Drills/Exercises	App D
(8)(iv)	1.8.2.1	Qualified Individual Notification Drill Log	App F
(8)(iv)	1.8.2.2	Spill Management Team Tabletop Exercise Log	App F
(8)(iii)	1.8.3	Response Training	App D
(8)(iv)	1.8.3.1	Personnel Response Training Log	App F
(8)(iv)	1.8.3.2	Discharge Prevention Meeting Log	App F
(9)	1.9	***Diagrams***	-----
		(1) Site Plan Diagram	App G
		(2) Site Drainage Plan Diagram	App G
		(3) Site Evacuation Plan Diagram	App G
(10)	1.10	***Security***	App C
(11)	2.0	***Response Plan Cover Sheet***	Fig 1.1
-----	3.0	***Acronyms***	Glossary and Acronyms Tab

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U.S. EPA - OPA 90 *40 CFR Part 112.20 and Appendix F*			
40 CFR 112.20	**40 CFR 112 Appendix F**	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
(a)	1.8.2	Develop a training and drill program that satisfies the requirements of this section	App D
(b)	1.8.3	Develop a facility response training program to train personnel involved in response activities.	App D
(b)(1)	1.8.3	Proper instruction of facility personnel in the procedures to respond to discharges of oil and in applicable oil spill response laws, rules, and regulations	App D
(b)(2)	1.8.3	Training shall be functional in nature according to job tasks for both supervisory and non-supervisory operational personnel	App D
(b)(3)	1.8.2	Trainers shall develop specific lesson plans on subject areas relevant to facility personnel involved in oil spill response and cleanup	App D
(c)	1.8.2	Develop a program of facility response drills/ exercises, including evaluation procedures. Can follow PREP.	App D

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DOT/PHMSA *49 CFR Part 194*		
49 CFR 194.105	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
(a)	... determine the worst case discharge ... provide methodology, including calculations, used to arrive at the volume.	App B
(b)	The worst case discharge is the largest volume, in barrels, of the following:	-----
(b)(1)	... maximum release time in hours, plus the maximum shutdown response time in hours, multiplied by the maximum flow rate expressed in barrels per hour, plus the largest line drainage volume after shutdown of the line section(s) ...; or	App B
(b)(2)	The largest foreseeable discharge for the line section(s) within a response zone, expressed in barrels, based on the maximum historic discharge, if one exists, adjusted for any subsequent corrective or preventative action taken; or	N/A (App B)
(b)(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.	N/A (App B)
(b)(4)	Operators may claim prevention credits for breakout tank secondary containment and other specific spill prevention measures as follows:...	N/A (App B)
49 CFR 194.107		
(a)	Each response plan must plan for resources for responding, to the maximum extent practicable, to a worst case discharge, and to a substantial threat of such a discharge.	5.0, App A
(b)	An operator must certify in the plan ... reviewed NCP and each applicable ACP...	Foreword
(b)(1)	As a minimum to be consistent with the NCP as a facility response plan must:	-----
(b)(1)(i)	Demonstrate an operator's clear understanding of the function of the Federal response structure...	4.5
(b)(1)(ii)	Establish provisions to ensure the protection of safety at the response site; and	5.3
(b)(1)(iii)	Identify the procedures to obtain any required Federal and State permissions for using alternative response strategies such as in-situ burning and dispersants...	6.8, 6.10
(b)(2)	As a minimum, to be consistent with the applicable ACP the plan must:	-----
(b)(2)(i)	Address the removal of a worst case discharge and the mitigation or prevention of a substantial threat of a worst case discharge;	3, App A, App B, App E
(b)(2)(ii)	Identify environmentally and economically sensitive areas;	6.0
(b)(2)(iii)	Describe the responsibilities of the operator and of Federal, State and local agencies in removing a discharge and in mitigating or preventing a substantial threat of a discharge; and	4.0

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DOT/PHMSA *49 CFR Part 194*		
49 CFR 194.107	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
(b)(2)(iv)	Establish the procedures for obtaining an expedited decision on use of dispersants or other chemicals.	6.8, 6.10
(c)	Each response plan must include:	----
(c)(1)	A core plan consisting of...	----
(c)(1)(i)	An information summary as required in 194.113,	Fig 1.1
(c)(1)(ii)	Immediate notification procedures,	2.0
(c)(1)(iii)	Spill detection and mitigation procedures,	3.0, App B
(c)(1)(iv)	The name, address, and telephone number of the oil spill response organization, if appropriate,	Fig 2.2, App A
(c)(1)(v)	Response activities and response resources,	3.0, App A
(c)(1)(vi)	Names and telephone numbers of Federal, state, and local agencies which the operator expects to have pollution control responsibilities or support,	Fig 2.5
(c)(1)(vii)	Training procedures,	App D
(c)(1)(viii)	Equipment testing,	App A
(c)(1)(ix)	Drill program - an operator will satisfy the requirement for a drill program by following the National Preparedness for Response Exercise Program (PREP) guidelines. An operator choosing not to follow PREP guidelines must have a drill program that is equivalent to PREP. The operator must describe the drill program in the response plan and OPS will determine if the program is equivalent to PREP.	App D
(c)(1)(x)	Plan review and update procedures;	1.4
(c)(2)	An Appendix for each response zone that includes the information required in paragraph (c)(1)(i)-(ix) of this section and the worst case discharge calculations that are specific to that response zone. An operator submitting a response plan for a single response zone does not need to have a core plan and a response zone Appendix The operator of a single response zone onshore pipeline shall have a single summary in the plan that contains the required information in 194.113.7; and.	N/A
(c)(3)	A description of the operator's response management system including the functional areas of finance, logistics, operations, planning, and command. The plan must demonstrate that the operator's response management system uses common terminology and has a manageable span of control, a clearly defined chain of command, and sufficient trained personnel to fill each position.	4.0
49 CFR 194.111		
(a)	Each operator shall maintain relevant portions of its response plan at the operator's headquarters and at other locations from which response activities may be conducted, for example, in field offices, supervisor's vehicles, or spill response trailers.	Foreword Distribution List

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DOT/PHMSA *49 CFR Part 194*		
49 CFR 194.113	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
(a)	The information summary for the core plan, required by 194.107, must include:	----
(a)(1)	The name and address of the operator.	Fig 1.1
(a)(2)	For each response zone which contains one or more line sections that meet the criteria for determining significant and substantial harm as described in 194.103, a listing and description of the response zones, including county(s) and state (s).	Fig 1.1
(b)	The information summary for the response zone appendix, required in 194.107, must include:	----
(b)(1)	The information summary for the core plan.	Fig 1.1
(b)(2)	The names or titles and 24-hour telephone numbers of the qualified individual(s) and at least one alternate qualified individual(s);	Fig 1.1
(b)(3)	The description of the response zone, including county(s) and state(s), for those zones in which a worst case discharge could cause substantial harm to the environment.	Fig 1.1
(b)(4)	A list of line sections for each pipeline contained in the response zone, identified by milepost or survey station number, or other operator designation.	Fig 1.1
(b)(5)	The basis for the operator's determination of significant and substantial harm.	FWD
(b)(6)	The type of oil and volume of the worst case discharge.	Fig 1.1
49 CFR 194.115		
(a)	Each operator shall identify and ensure, by contract or other approved means, the resources necessary to remove, to the maximum extent practicable, a worst case discharge and to mitigate or prevent a substantial threat of a worst case discharge.	App A
(b)	An operator shall identify in the response plan the response resources which are available to respond within the time specified, after discovery of a worst case discharge, or to mitigate the substantial threat of such a discharge.	App A
49 CFR 194.117		
(a)	Each operator shall conduct training to ensure that:	-----
(a)(1)	All personnel know --	-----
(a)(1)(I)	Their responsibilities under the response plan	App D
(a)(1)(ii)	The name and address of, and the procedure for contacting, the operator on a 24-hour basis	App D
(a)(1)(iii)	The name of, and procedures for contacting, the qualified individual on a 24-hour basis	App D

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DOT/PHMSA *49 CFR Part 194*		
49 CFR 194.117	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
(a)(2)	Reporting personnel know --	-----
(a)(2)(i)	The content of the information summary of the response plan.	App D
(a)(2)(ii)	The toll-free telephone number of the National Response Center	App D
(a)(2)(iii)	The notification process	App D
(a)(3)	Personnel engaged in response activities know --	-----
(a)(3)(I)	The characteristics and hazards of the oil discharged	App D
a)(3)(ii)	The conditions that are likely to worsen emergencies, including the consequences of facility malfunctions or failures, and the appropriate corrective actions.	App D
(a)(3)(iii)	The steps necessary to control any accidental discharge of oil and to minimize the potential for fire, explosion, toxicity, or environmental damage	App D
(a)(3)(iv)	The proper firefighting procedures and use of equipment, fire suits, and breathing apparatus	App D
(b)	Each operator shall maintain a training record for each individual that has been trained as required by this section. These records must be maintained in the following manner as long as the individual is assigned duties under the response plan	-----
(b)(1)	Records for operator personnel must be maintained at the operator's headquarters	App D
(b)(2)	Records for personnel engaged in response, other than operator personnel, shall be maintained as determined by the operator.	App D
(b)(3)	Nothing in this section relieves an operator from the responsibility to ensure that all response personnel are trained to meet the OSHA standards for emergency response operations in 29 CFR 1910.120 ...	App D
49 CFR 194.119		
(a)	Each owner shall submit two copies...	Distribution
(b)	...PHMSA will notify the operator of any alleged deficiencies...	-----
(c)	The operator...may petition PHMSA for reconsideration within 30 days...	-----
(d)	...PHMSA will approve the Response Plan...	-----
(e)	...The operator may submit a certification to PHMSA...that the operator has obtained, through contract or other approved means, the necessary private personnel and equipment to record, to the maximum extent practicable, to a worst case discharge...	N/A
(f)	...PHMSA may require an operator to provide a copy of the response plan to the OSC...	-----

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OSHA EMERGENCY ACTION PLANS *(29 CFR Part 1910.38) and Employee Alarm Systems (29 CFR Part 1910.165)*		
29 CFR	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
1910.38	***Emergency action plan:***	
(a)	Application	1.0
(b)	Written and Oral Emergency Plans	Entire Plan
(c)	Elements:	-----
(c)(1)	Procedures for reporting a fire or other emergency;	2.0
(c)(2)	Procedures for emergency evacuation, including type of evacuation and exit route assignments;	3.7
(c)(3)	Procedures to be followed by employees who remain to operate critical plant operations before they evacuate;	3.0
(c)(4)	Procedures to account for all employees after emergency evacuation has been completed.	3.7
(c)(5)	Procedures to be followed by employees performing rescue and medical duties;	3.2
(c)(6)	The name or job titles of every employee who may be contacted by employees who need more information about the plan or an explanation of their duties under the plan.	2.0
(d)	Alarm system	2.1
(e)	Training	App D
(f)	Review of Emergency Action Plan	1.4
1910.165	***Employee alarm systems:***	
(b)	General requirements	2.1
(b)(1)	Purpose of alarm system	2.1
(b)(4)	Preferred means of reporting emergencies	2.1
(d)	Maintenance and testing	App A

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OSHA HAZWOPER *29 CFR Part 1910.120*		
29 CFR	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
1910.120(q)	***Emergency response to hazardous substance releases:***	
(1)	Emergency response plan	Entire Plan
(2)	Elements of an emergency response plan:	-----
(i)	Pre-emergency planning and coordination with outside parties	2.0, App A
(ii)	Personnel roles, lines of authority, training, and communication	2.0, 4.0, App D
(iii)	Emergency recognition and prevention	3.0
(iv)	Safe distances and places of refuge	3.7
(v)	Site security and control	App C.1
(vi)	Evacuation routes and procedures	3.7
(vii)	Decontamination procedures	3.5
(viii)	Emergency medical treatment and response procedures	3.2
(ix)	Emergency alerting and response procedures	2.0, 3.0
(x)	Critique of response and follow-up	App D.5
(xi)	PPE and emergency equipment	3.6, App A
(xii)	Emergency response plan coordination and integration	1.2
(3)	Procedures for handling emergency response:	-----
(i)	The senior emergency response official responding to an emergency shall become the individual in charge of a site-specific Incident Command System (ICS).	3.0, 4.0, 5.0
(ii)	The individual in charge of the ICS shall identify, to the extent possible, all hazardous substances or conditions, present and shall address as appropriate site analysis, use of engineering controls, maximum exposure limits, hazardous substance handling procedures, and use of any new technologies.	3.0, 4.0, 5.0
(iii)	Implementation of appropriate emergency operations and use of PPE.	3.0, 4.0, 5.0
(iv)	Employees engaged in emergency response and exposed to hazardous substances presenting an inhalation hazard or potential inhalation hazard shall wear positive pressure self-contained breathing apparatus while engaged in emergency response.	3.0, 4.0, 5.0
(v)	The individual in charge of the ICS shall limit the number of emergency response personnel at the emergency site, in those areas of potential or actual exposure to incident or site hazards, to those who are actively performing emergency operations.	3.0, 4.0, 5.0
(vi)	Backup personnel shall stand by with equipment ready to provide assistance or rescue.	3.0, 4.0, 5.0

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OSHA HAZWOPER *29 CFR Part 1910.120*		
29 CFR	**BRIEF DESCRIPTION**	**LOCATION IN PLAN**
1910.120(q)	***Emergency response to hazardous substance releases (cont'd):***	
(vii)	The individual in charge of the ICS shall designate a safety official, who is knowledgeable in the operations being implemented at the emergency response site.	3.0, 4.0, 5.0
(viii)	When activities are judged by the safety official to be an IDLH condition and/or to involve an imminent danger condition, the safety official shall have authority to alter, suspend, or terminate those activities.	3.0, 4.0, 5.0
(ix)	After emergency operations have terminated, the individual in charge of the ICS shall implement appropriate decontamination procedures.	3.0, 4.0, 5.0
(x)	When deemed necessary for meeting the tasks at hand, approved self-contained compressed air breathing apparatus may be used with approved cylinders from other approved self-contained compressed air breathing apparatus provided that such cylinders are of the same capacity and pressure rating.	3.0, 4.0, 5.0
(4)	Skilled support personnel	4.0
(5)	Specialist employees	4.0
(6)	Training	App D
(7)	Trainers	App D
(8)	Refresher training	App D
(9)	Medical surveillance and consultation	App D
(10)	Chemical protective clothing	App D
(11)	Post-emergency response operations	3.0, 5.0, App D

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